

## Official Minutes

An official meeting of the Town Board of the Town of Lima, County of Livingston and the State of New York was held at the Town Hall, 7329 East Main Street, Lima, New York, on the 7th day of June 2022 at 7:08 P.M., after the joint Town and Village meeting. Notice was printed in the Mendon-Honeoye Falls-Lima Sentinel.

**Present:** Supervisor, Michael Falk, Deputy Supervisor, Leta Button, Councilperson, Bill Carey, Councilperson, Jon Belec, Councilperson, Mark Petroski, Town Clerk, Jennifer Heim, Town Attorney, Jim Campbell - Via Telephone, CEO/Building Inspector, Charlie Floeser, Highway Superintendent, John Sokolofsky

**Guests:** Mike Neenan, Blake Benson, Jason Molino, Lee DeKramer, Ted Zornow

Supervisor Falk called the meeting to order at 7:08 P.M., with the Pledge to the Flag.

### **Approval of the Agenda after Amending Same**

Supervisor Falk asked that the agenda be amended before approval, adding item #18 Highway Roof Bids. Upon motion by Councilperson Carey to approve the agenda as distributed, seconded by Councilperson Belec, the vote was unanimous.

### **Town Board Meeting Protocols**

Supervisor Falk read Town Board meeting protocols as follows:

“The Town of Lima follows NYS Open Meetings Law procedures. All meetings of the Town Board are duly noticed and open and accessible to the public. The public is there to witness the proceedings only. In the event of a Public Hearing, people may sign in and speak to the board and those assembled regarding the hearing topic for a maximum of 5 minutes once per board meeting. Speaking time belongs only to the speaker and may not be re-assigned to someone else. Privileges of the floor may be granted to anyone who wishes to address the board on any topic at all. In order for the public to be properly noticed the Privileges of the Floor must be applied for and

approved by five calendar days prior to the Board meeting date. Privileges of the floor are not to exceed 20 min. Approval authority for privileges of the floor is held by the Supervisor or the Deputy Supervisor if the Supervisor is unavailable”

### **Open Public Hearing – Lease Agreement with LCWSA**

Town Attorney, Campbell explained the below Lease Agreement between the Town and the Livingston County Water and Sewer Authority.

No guests signed to speak. Public hearing remains open.

### **Open Public Hearing – Proposed Local Law #1 of 2022 – Revision to Dog Code**

The revision made to the code is - Livingston County Dog Control as the contact with reference to dog complaints, in place of the Town Clerk.

No guests signed to speak. Public hearing remains open.

### **Supervisor’s Report**

Supervisor Falk mentioned receipt of said report. On a motion by Councilperson Button to accept the Supervisor’s report, seconded by Councilperson Carey, the vote went as follows:

CARRIED                      Ayes: 5              Falk, Button, Carey, Belec, Petroski  
   Nays: 0

### **May 3rd Minutes**

Minutes were approved upon motion made by Councilperson Button, seconded by Councilperson Belec, the vote went as follows:

CARRIED                      Ayes: 4              Falk, Button, Carey, Belec  
   Nays: 1              Petroski

### **Audit of Claims/Abstracts**

Resolved that the bills contained on Abstract #6 have been reviewed by the Town Board and are authorized for payment in the following amounts:

General Funds:	No. 161 through 203	\$ 46,106.91
Water Funds 1, 2, & 3:	No. 14 through 19	\$ 5,138.14
Highway Funds:	No. 78 through 99	\$ 123,362.43

Upon a motion by Councilperson Button, seconded by Councilperson Carey, the vote went as follows:

CARRIED

Ayes: 5

Falk, Button, Carey, Belec, Petroski

Nays: 0

### **Building Inspector/Code Enforcement Officer Report**

BI/CEO Charlie Floeser distributed, via email prior to the meeting, his report for board review.

### **Water District Operator Monthly Water Report**

Highway Superintendent Sokolofsky distributed, via email prior to the meeting, and read the water report. Highway Superintendent Sokolofsky is working with DPW, Ben Luft, from the Village regarding the potential of turning over Lima Baptist metering charges from Town to Village.

### **Water District #5**

Supervisor Falk asked the Agricultural Land Exemption answers to be tabled to the regularly scheduled July 5<sup>th</sup> meeting. Upon motion by Councilperson Carey to table this discussion, seconded by Councilperson Petroski, all in favor.

Supervisor Falk will put together a letter to send back to the Agricultural Advisory Committee.

### **Library Crosswalk and Parking Plan**

Highway Superintendent Sokolofsky stated that the sidewalk is finished. Councilperson Button visited the library board and found they are in favor of the EV charging station but would like to keep the book barns. Councilperson Button went on to say the library board thanked the highway crew for the work they have done.

### **Crosswalk on 15A**

Councilperson Petroski said the DOT will complete a study for a crosswalk on 15A, with a letter from the board. A motion by Councilperson Petroski to send a letter to DOT for study of a crosswalk, seconded by Councilperson Carey the vote was unanimous.

### **Thank You Note from Lima Library Board**

Supervisor Falk read a thank you note from the library thanking the Lima Town Board for their general donation of mulch to spruce up their flower bed and beautify their landscape and putting in the sidewalk.

### **RFP for Heating and Energy**

Supervisor Falk has been doing tours with a few contractors regarding the heating and cooling at the Town Hall. The boiler system currently installed does not have parts that can be replaced as it is so old. The plumbing in the building is still original therefore being 100+ years old and is breaking down. The quotes are as follows: Clark Patterson Lee \$880,000.00 and Siemens Corporation \$300,000.00

Upon motion by Councilperson Petroski to publish the RFP in the Sentinel and online, seconded by Councilperson Carey, the vote was unanimous.

### **Highway Equipment Budget**

Highway Superintendent Sokolofsky distributed via email a list of highway equipment to the board and will continue to update said list.



2022 UPDATED  
Town of Lima Equip

### **Driving School for Highway Superintendent**

Superintendent Sokolofsky asked for board approval to attend Canandaigua Driving School to take the CDL Class A Upgrade Program. The cost for said school is \$6,250.00. Upon motion by Councilperson Belec to send Highway Superintendent Sokolofsky to said school, seconded by Councilperson Petroski, the vote was unanimous. This will be available, if needed, for future employees as well.

### **Budget Transfers**

Upon motion by Councilperson Carey to approve below budget modifications, seconded by Councilperson Belec, the vote went as follows,

CARRIED                      Ayes: 5              Falk, Button, Carey, Belec, Petroski  
   Nays: 0



2022.06.07 - Budget  
Modifications - Lima

### **Roof Bids**

Supervisor Falk received four bids for Lima Highway Department Roof Replacement.

Titan Roofing, Inc.	\$139,500.00
Spring Sheet Metal & Roofing, Inc.	\$180,000.00
RMG Custom Metal, LLC	\$129,727.00
Kuehne Construction, Inc.	\$106,200.00

Upon motion by Councilperson Carey to accept Kuehne Construction as contractor for the work, seconded by Councilperson Belec, the vote was unanimous.

### **Meadowlark Manor**

It was agreed the Town of Lima would pay Meadowlark Manor a sum \$2,360.00 as a one-time adjustment to its water account. Said Agreement is filed in the safe.

### **Close Public Hearing for Lease Agreement with LCWSA**

After no further discussion and upon motion by Councilperson Petroski to close the public hearing at 8:28PM, seconded by Councilperson Button, the vote was unanimous.

A motion by Councilperson Carey to approve the lease agreement with LCWSA, seconded by Councilperson Petroski, the vote went as follows:

CARRIED                      Ayes: 5              Falk, Button, Carey, Belec, Petroski  
   Nays: 0

### **Close Public Hearing Proposed Local Law #1 of 2022 – Revision to Dog Code**

After no further discussion of proposed Local Law #1 of 2022 and upon motion by Councilperson Petroski to close the public hearing at 8:29PM, seconded by Councilperson Carey, the vote was unanimous.

Full Environmental Assessment Form – Part2 – Identification of Potential Project Impacts was completed with no negative impacts. Upon motion by Councilperson Carey to adopt the findings, seconded by Councilperson Belec the vote went as follows:

CARRIED                      Ayes: 5              Falk, Button, Carey, Belec, Petroski

Nays: 0

Full Environmental Assessment Form – Part 3 – Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance was completed as well. Upon motion by Councilperson Belec to sign the declaration, seconded by Councilperson Carey, the vote went as follows:

CARRIED            Ayes: 5        Falk, Button, Carey, Belec, Petroski  
Nays: 0

### **Adopt Local Law #1 of 2022 – Revision to Dog Code**

Upon motion by Councilperson Belec to adopt Local Law #1 of 2022, seconded by Councilperson Carey, the vote went as follows:

CARRIED            Ayes: 5        Falk, Button, Carey, Belec, Petroski  
Nays: 0

## **LOCAL LAW NO. 1 OF THE YEAR 2022**

### **OF THE TOWN OF LIMA**

A local law to amend Chapter 84 of the Code of the Town of Lima, Livingston County, New York to modify the Enforcement provisions as set forth in §84-13 of such chapter.

Be it enacted by the Town Board of the Town of Lima as follows:

#### **SECTION 1. TITLE AND SCOPE**

This local law shall be known as “A LOCAL LAW TO AMEND CHAPTER 84 OF THE CODE OF THE TOWN OF LIMA, LIVINGSTON COUNTY, NEW YORK TO MODIFY §84-13 OF SUCH CHAPTER AS IT RELATES TO ENFORCEMENT.”

#### **SECTION 2. PURPOSE.**

A. Authority. This Local Law is adopted pursuant to the Town Law of the State of New York, Chapter 62 of the Consolidated Laws, Article 16, and Articles 2 and 3 of the Municipal Home Rule Law, to protect and promote public health, safety, convenience, order, aesthetics, prosperity and general welfare of the Town of Lima in keeping with the Comprehensive Plan of the Town of Lima. This Local Law seeks to amend existing regulations within the Code of the Town of Lima relating to the control of dogs within the Town of Lima.

B. To these ends, this local law and the Chapter that it amends and supersedes as applicable are designed to:

1. Ensure effective and efficient enforcement of existing regulations concerning proper care and control over dogs by their owners so as to protect the public health, safety and welfare of the residents of the Town of Lima as well as preserving private property within the Town

### SECTION 3. CHANGES TO CHAPTER 84 HEADING.

The current §84-13 heading “§ 84-13 Enforcement” is hereby *repealed*. A *new* §84-13 is hereby adopted as follows:

#### **“§ 84-13 Enforcement**

- A. A person impacted by a Dog in violation of this article may file a complaint with the Livingston County Dog Control Officer, specifying the objectionable conduct of the Dog, the date thereof, the damage caused, a description of the Dog and name, if known, and the name and address of the owner or person harboring said Dog.
- B. Upon receipt by the Livingston County Dog Control Officer of any accusatory instrument and supporting information concerning violations of this Article, in writing, against the conduct of any particular Dog, he/she shall serve the owner or harbinger of said Dog with a summons to appear in the Town of Lima Justice Court.”

### SECTION 4. SEVERABILITY.

Should any section or provision of this local law contained herein or as a mended hereafter be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the local law as a whole or any part thereof other than the part so explicitly declared to be invalid.

### SECTION 5. EFFECTIVE DATE.

This local law shall be effective thirty (30) days after its filing with the Office of the Secretary of State.

Motion by Councilperson Petroski to adjourn at 8:46PM seconded by Councilperson Carey, the vote was unanimous.

Respectfully Submitted by:

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Jennifer Heim, CMC/RMC  
Town Clerk

All documents mentioned in the Town Board Minutes can be reviewed upon request.



**TOWN BOARD  
TOWN OF LIMA  
COUNTY OF LIVINGSTON**

**RESOLUTION**

At a regular meeting of the Town Board of the Town of Lima,  
Livingston County, State of New York, held at the Lima Town  
Hall on the 7<sup>th</sup> day of June, 2022.

**WHEREAS**, the Livingston County Water and Sewer Authority, a public benefit corporation (hereafter "Authority") was created by state legislation (See NYS Public Authorities Law §1199-CCCC) for the express purpose of providing water and sewer services within Livingston County, New York; and

**WHEREAS**, the Authority has expertise in the operation of water distribution systems and sewer treatment and distribution systems; and

**WHEREAS**, the Town of Lima (hereafter "Town") has certain water distribution facilities within the jurisdictional limits of the Town, which include water transmission mains, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements located within the Town of Lima Water Districts No. 1, 2,3 and 4 (the "System"); and

**WHEREAS**, the Town has determined that it is in the best interest of its residents to lease the System to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Town residents; and

**WHEREAS**, the Town has the legal standing to lease the System to the Authority pursuant to NYS Town Law §198 12. (b); and

**WHEREAS**, the Authority has determined that it is in furtherance of its legislative purpose (to provide water and sewer services within Livingston County) to lease the System from the Town and to operate and maintain such improvements for the benefit of the residents of the Town and the other customers of the Authority; and

**WHEREAS**, the Authority has the power to acquire leasehold interest in, and to operate the Town's System pursuant to NYS Public Authorities Law §1199-DDDD; and

**WHEREAS**, the Town and the Authority desire to enter into a long-term agreement, wherein the Authority will lease, maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers served by the System, under the terms and conditions specified in a written Lease Agreement; and

**WHEREAS**, the Town has determined that the action of entering such a Lease Agreement for the System is a Type 2 Action under the New York State Environmental Quality Review Act 6 NYCRR 617.5 (25) and (26).

**NOW, THEREFORE**, upon motion by Councilperson Carey seconded by Councilperson Petroski, it is hereby:

**RESOLVED**, that the Lima Town Board does hereby authorize the leasing of, for a forty (40) year term, the water transmission mains, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements located within the Town of Lima Water Districts No. 1, 2,3 and 4 to the Livingston County Water and Sewer Authority and the right to operate and maintain the same pursuant to the Lease Agreement attached hereto as Exhibit "A"; and be it further

**RESOLVED**, that the Town Board does hereby authorize the Town Supervisor to execute such Lease Agreement and any and all documents necessary to effectuate such leasing as the same may be reviewed and or prepared by the Attorney for the Town; and be it further

**RESOLVED**, Adoption of this Resolution is subject to permissive referendum pursuant to Article 7 of the New York State Town Law.

DATED: June 7, 2022

**VOTE OF THE BOARD:**

The vote duly taken resulted as follows:

Michael J. Falk, Supervisor	Aye
Leta Button, Deputy Supervisor	Aye
Jon Belec	Aye
Bill Carey	Aye
Mark Petroski	Aye

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF LIMA

\_\_\_\_\_  
Jennifer A. Heim, CMC/RMC  
Town Clerk

**LEASE AGREEMENT**  
between the  
**LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**  
and the  
**TOWN OF LIMA**

This Agreement entered into as of July \_\_, 2022, by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation (the "Authority"), having an office at 1997 D'Angelo Drive, Lakeville, New York and the Trustees of the **Town of Lima**, a municipal corporation on its own behalf (the "Town"), having an office at 7329 East Main Street, Lima New York.

**WHEREAS**, the Authority was created by state legislation (See NYS Public Authorities Law §1199-CCCC) for the express purpose of providing water and sewer services within Livingston County, New York; and

**WHEREAS**, the Authority has expertise in the operation of water distribution systems and sewer treatment and distribution systems; and

**WHEREAS**, the Town currently owns various water distribution systems within the jurisdictional limits of the Town, which include water transmission mains, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements located within the Town of Lima Water Districts No. 1, 2,3 and 4 (the "System"). The detailed improvements that comprise the System are set forth in Exhibit "A" which is attached hereto and made a part hereof; and

**WHEREAS**, the Town has determined that it is in the best interest of its residents to lease the System to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Town residents; and

**WHEREAS**, the Town has the legal standing to lease the System to the Authority pursuant to NYS Town Law §198 12. (b); and

**WHEREAS**, the Authority has determined that it is in furtherance of its legislative purpose (to provide water and sewer services within Livingston County) to lease the System from the Town and to operate and maintain such improvements for the benefit of the residents of the Town and the other customers of the Authority; and

**WHEREAS**, the Authority has the power to acquire leasehold interest in, and to operate the Town's System pursuant to NYS Public Authorities Law §1199-DDDD; and

**WHEREAS**, the Town and the Authority desire to enter into a long-term agreement, wherein the Authority will lease, maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers served by the System, under the terms and conditions specified in this Agreement.

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**1. Lease of Facilities; Commencement Date.**

- 1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Town hereby leases to the Authority, subject to the terms and conditions of this Agreement, the entire System, together with any replacements, additions, betterments and improvements that may hereafter be furnished and installed during the Term of this Agreement and including any interests in real property.
- 1.2 For purposes of this Agreement the "Commencement Date" shall be August 1, 2022, unless a different date is mutually agreed upon in writing by the Town and the Authority.

**2. Rights and Obligations of the Authority.** The Authority shall have the following rights and obligations with respect to the System as of the Commencement Date:

- 2.1 The Authority shall have the right to use the System for the transmission of water to serve its current and future wholesale and retail customers within the Authority water delivery infrastructure, including but not limited to the System, without the imposition of any rental or other charges by the Town.
- 2.2 The Authority shall have the right to provide for the connection of users to the System during the term of the Agreement. All connection and other fees paid by users who are connected to the System shall be paid to and be the property of the Authority, except as otherwise provided herein.
- 2.3 The Authority shall operate, maintain, repair and replace the System, and any portions or extensions thereof, at its own cost and expense and at its own discretion.
- 2.4 The Authority shall sell water to the customers of the System in accordance with the current Town rate schedules (for each individual district), including the unit basis, through 2022. The only exceptions include wholesale water increases from the City of Rochester and/or Monroe County Water Authority, if any. After December 31, 2022, the Authority shall be free to charge the customers of the System within the Town in keeping with the Authority Rate Schedule then in effect.
- 2.5 Pursuant to §1199-MMMM of the NYS Public Authorities Law and §406 of the NYS Real Property Tax Law (to the extent applicable pursuant to §89-L of the NYS Public Service Law), the Authority shall not be required

to pay taxes or assessments upon any properties, replacements, additions, betterments and improvements made or acquired by it or upon the System, since the use of the System is a public use.

- 2.6 The Authority shall have the right, at its own cost, to install additional or replacement facilities within the System as the Authority deems necessary or advisable to better serve its customers. Legal title to any facilities installed by the Authority, including any replacements to the System, shall be and remain in the Authority.
- 2.7 The Authority shall at all times maintain casualty and liability insurance coverage on the System and shall at the request of the Town, add the Town as an additional insured with regard to such insurance coverage.

**3. Rights and Obligations of the Town.** The Town shall have the following rights and obligations pursuant to this Agreement:

- 3.1 The Town shall not at any time be obligated, without its consent, to make or pay for replacements, addition betterments or improvements to the System.
- 3.2 The Town shall not resell or redistribute water supplied from the Authority or through the System to any other municipality or any water districts or water customers, whether wholesale or retail, without the prior written consent of the Authority. In an emergency, the Authority will not unreasonably withhold such consent.
- 3.3 The Town shall assign to the Authority the benefit of all construction and/or service warranties that the Town may have from recent projects, except that the Town may retain a joint right to enforce any such warranties.
- 3.4 Town customers will be responsible for expenses related to future capital improvement projects made to the System.
- 3.5 The Town shall remain responsible for payment of all existing or pending debt service associated with the System (and each individual Water District within the System. This includes any debt associated with the following:
  - 2017/2018 Pump Station project for the pump station located at the Monroe County and Livingston County Line. Such project has a pending Member Item Payment award that has not yet been received, of which the Town shall be entitled to keep its portion as received from the Village of Lima; and
  - 2021/2022 Village of Lima Water Improvement Project.
- 3.6 The Town will be responsible for any future debt associated with its

proportionate share of the proposed 2024/2025 Village of Lima improvements to the pump station effluent pipe, which shall be a joint obligation of Water District No. 2 and Water District No. 4.

#### **4. Supply of Water**

- 4.1 It is understood and agreed that the Authority makes no guarantee as to pressure, quantity or continuity of water service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or emergency, or for alterations, extension, connections or repairs, or for any cause other than for such loss, damage, deficiency or failure caused by the carelessness, fault or neglect of the Authority, agents, servants, employees, contractors, sub-contractors, and/or assigns. In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary, in the Authority's sole discretion. In all cases, other than emergencies, the Authority shall give the Town written notice 48 hours prior to any shut-off or flow reduction. The Authority shall restore service and make water available as soon as it can reasonably do so.
- 4.2 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town and its customers shall be in accordance with and governed in all respects by this Agreement and the Authority's rules and regulations for the sale of water, and any charges, amendments or revisions thereof.

#### **5. Collection of Water Charges**

- 5.1 As of the Commencement Date, the Authority shall be responsible for providing water to the former customers of the Town, and such customers shall be considered customers of the Authority from the Commencement Date forward.
- 5.2 As of the Commencement Date, the Authority shall be entitled to collect all fees, charges, assessments and claims related to the former customers of the Town being served by the System.
- 5.3 The parties acknowledge that as of the Commencement Date there are certain charges for water delivered to Town Customers prior to the Commencement Date that have not been paid by such customers and that would historically be collected through the Town's right to re-levy against the property taxes of such customers. The Authority agrees that on or before December 31, 2022, it will reimburse the Town for all unpaid water charges of Town customers for the period August 1, 2021 through July 31, 2022. Subject to such reimbursement to the Town, the Authority shall have the right to keep all monies collected through re-levy. Any re-levy for funds not paid, that become due for water charges

incurred after July 31, 2022, shall be the property of the Authority and the Town shall have no right to any credit, off-set or reimbursement for the same.

## **6. Term of Agreement**

- 6.1 The Term of this Agreement will be for a period of 40-years from the Commencement Date.
- 6.2 Upon the expiration of the Term, unless the parties agree otherwise, the Authority shall return to the Town the System leased to it, including any warranty information. In addition, the Town shall have the right, if it determines it to be in the public interest, to acquire from the Authority any additional facilities installed pursuant to Sections 2.6 herein during the lease Term by the Authority at its sole cost and expense for the sole benefit of the System hereby leased. The value of such additional facilities shall be determined based on the actual cost of such improvements or the fair market value determined by a panel of three qualified appraisers, one chosen by the Authority, one chosen by the Town and the third to be chosen by the two appraisers engaged by the Authority and Town, whichever is less. If the Town desires to obtain such improvements, the Town shall pay the Authority in full for the determined value of the additional facilities at the termination of the lease Term.
- 6.3 Notwithstanding the provisions of Section 6.2, the Town shall not have the right to acquire from the Authority any water delivery infrastructure and appurtenant improvements owned by the Authority if such infrastructure and appurtenant improvements are used by the Authority to provide water services to other municipalities and/or customers, unless adequate provisions are made for continuing service to such municipalities and/or customers consistent with the Authority's contractual obligations. In the event this Agreement has terminated, and in the event that Town and Authority are not able to agree as to the price for such infrastructure and appurtenant improvements to be acquired by the Town, the Authority agrees to pay to the Town a reasonable fee (as determined by the Authority and the Town) for transmission through the System from such infrastructure and appurtenant improvements.
- 6.4 In the event that this Agreement terminates and the Town takes back the System leased hereunder, the Authority and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of facilities to the other or the entering into of rights for the joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its residents and the Authority will be able to use the facilities owned by the Town to meet the Authority's obligations to furnish water services to its customers. Such arrangement will address, as necessary, the rights of the Town and Authority to use the other's facilities, and the terms for such use. If the parties have failed to reach agreement six months before the date when the System is to be returned to the Town, the Authority and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

## **7. Miscellaneous**

- 7.1 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town shall be in accordance with and governed in all respects by Subpart 5-1, Public Water Supplies of the New York State Sanitary Code, and any other applicable laws, rules or regulations, including reasonable rules and regulations of the Authority.
- 7.2 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.
- 7.3 This agreement may be amended or modified only by a subsequent written document executed by and parties hereto.
- 7.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.5 The Town represents and warrants to the Authority that it has taken all actions necessary or required to be taken by it, including any referendum necessary, and that the Town has full power and authority necessary to execute this agreement and perform in accordance with its terms.
- 7.6 The Town represents and warrants that there are no liens, judgments, claims or other liabilities associated with the System that would impede or affect the leasehold interest of the Authority as created hereunder.
- 7.7 The Town hereby agrees to indemnify and hold the Authority harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arose prior to the Commencement Date.
- 7.8 The Authority hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arises after the Commencement Date and during the Term of this Agreement.
- 7.9 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality



in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**LIVINGSTON COUNTY WATER  
AND SEWER AUTHORITY**

By: \_\_\_\_\_  
Jason Molino, Executive Director

Date: \_\_\_\_\_

**TOWN OF LIMA**

By: \_\_\_\_\_  
Michael J. Falk, Supervisor

Date: \_\_\_\_\_