
Agenda

February 21, 2024 at 8:00 a.m.
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

All attachments and reports may be found at
www.lcwsa.us

1. Call to Order
2. Approval of Agenda
3. Recognition of Matthew Gascon's Years of Service
4. Approval of Minutes
 - a. January 17, 2024 – Organizational Meeting
 - b. January 17, 2024 – Regular Meeting
5. Reports
 - a. Financial Report – January 2024
 - b. Operations & Capital Report
 - i. Smoke Testing Results Summary
 - ii. Ziptility Progress Update
 - c. Executive Director's Report

6. Other Business

Resolution No.: 2024-06	RESOLUTION CREATING THE STRATEGIC GROWTH INITIATIVES COMMITTEE
Resolution No.: 2024-07	RESOLUTION AMENDING THE PURCHASING, DISPOSITION, AND CAPITAL PROJECTS POLICY
Resolution No.: 2024-08	RESOLUTION APPROVING ADJUSTMENTS TO THE 2024 BUDGET
Resolution No.: 2024-09	RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LIMA AND VILLAGE OF LIMA
Resolution No.: 2024-10	RESOLUTION DECLARING EQUIPMENT AS SUPRLUS PROPERTY

7. Adjournment

Audit & Finance Committee Meeting: Friday, March 15, 2024 @ 8:00 am

Next Regular Meeting: Wednesday, March 20, 2024 @ 8:00 am

Unreviewed Minutes
ORGANIZATIONAL MEETING
January 17, 2024 at 8:00 am
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

Members Attending: M. Falk, M. McKeown, B. Ceci, Ted Saunders, and S. Beardsley

Others attending: J. Molino (Executive Director), L. Monaghan (Executive Deputy Director), M. Kosakowski (Director of Operations), S. Wright (Secretary), E. Wies (Engineer), and J. Campbell (Attorney)

Call to Order: 8:00 a.m.

Organizational Items:

Appointment of Temporary Chair

Motion: M. McKeown moved, and M. Falk seconded to nominate T. Saunders for Temporary Chairman of the Board. Carried unanimously.

Appointment of Officers

Motion: S. Beardsley moved, and M. Falk seconded to nominate M. McKeown for Chairman of the Board.

Motion: M. McKeown moved, and S. Beardsley seconded to nominate B. Ceci for Vice Chairman of the Board.

Motion: M. McKeown moved, and M. Falk seconded to nominate S. Beardsley for Treasurer of the Board.

The motions carried with ayes from all.

Other Business:

Resolutions:

2024-01 RESOLUTION REVIEWING AND ADOPTING VARIOUS LIVINGSTON COUNTY WATER AND SEWER AUTHORITY POLICIES

Motion: S. Beardsley moved, and T. Saunders seconded to approve Resolution 2024-01. Carried unanimously.

Committee Assignment:

The Board discussed and agreed Board Committees will remain the same. Further discussion included a subcommittee for upcoming expansion projects. A charter for the Strategic Growth Initiative Committee will be considered at the February meeting.

- *Governance Committee – M. McKeown, B. Ceci, and T. Saunders*
 - *Audit & Finance Committee – S. Beardsley, M. Falk, and D. Higgins*
- Carried unanimously.*

Moved onto Regular Meeting items.

Unreviewed Minutes
REGULAR MEETING
January 17, 2024 at 8:00 am
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

Members Attending: M. McKeown, B. Ceci, T. Saunders, M. Falk, and S. Beardsley

Others attending: J. Molino (Executive Director), L. Monaghan (Deputy Director), R. Lewis (Principal Accountant), S. Wright (Secretary), E. Wies (Engineer), and J. Campell (Attorney)

Approval of Agenda:

Motion: M. Falk moved, and T. Saunders seconded to approve the agenda. Carried unanimously.

Approval of Minutes:

December 15, 2023 - Regular Meeting

Motion: S. Beardsley moved, and B. Ceci seconded to approve the regular board meeting minutes dated December 15, 2023. Carried unanimously.

Reports:

Financial Report – December 2023

R. Lewis reviewed the Financial Report with the Board (on file with Secretary). R. Lewis reported the clerks are using the new accounting software and are feeling very positive about the new system. The 2023 Audit and Finance Committee meeting will be March 15th at 8:00am.

Motion: M. Falk moved, and S. Beardsley seconded to approve the December 2023 Financial Report. Carried unanimously.

Operations & Capital Report – December 2023

M. Kosakowski reviewed the Operations Report and L. Monaghan reviewed the Capital Report with the Board (on file with Secretary).

Executive Director Report

J. Molino reviewed:

- ADM will have a large surcharge for the second consecutive quarter. The Authority has required weekly sampling for ADM. While the Authority is sampling daily at ADM's expense. ADM has done smoke and dye testing to map out the piping in the plant and will provide a copy to the Authority as part of the conditions of the Industrial User Permit. The Authority will continue to work with ADM to reduce the levels of CBOD coming into the plant.
- The process of crafting an agreement with Livingston County for the Leicester/York Water Supply Project regarding use of Akzo funds will begin and will be complex. The Authority would like to address the bidding process, debt, cash flow during the construction phase, audit costs, etc. The supply agreement with the Village of Geneseo has been provided to the Village and the Akzo Committee.
- Discussions are moving forward with interest in transferring the Groveland Correctional Wastewater Treatment Facility to the Authority. DOCCS will most likely transfer operations of the facility to the Authority prior to title transfer.

Other Business:

Resolutions:

- 2024-02 RESOLUTION TO APPROVE THE CLARK, PATTERSON & LEE RATES FOR GENERAL PROFESSIONAL ENGINEERING SERVICES TO THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY
Motion: M. Falk moved, and S. Beardsley seconded to approve Resolution 2024-02. Carried unanimously.
- 2024-03 RESOLUTION TO USE FUNDS IN THE AMOUNT OF \$30,000 FROM THE DEBT RESERVE: CONSOLIDATED WATER CAPITAL RESERVE FOR A REPLACEMENT GENERATOR FOR THE SLIKER HILL BOOSTER PUMP STATION
Motion: M. Falk moved, and T. Saunders seconded to approve Resolution 2024-03. Carried unanimously.
- 2024-04 RESOLUTION AUTHORIZING THE CREATION OF FOUR (4) NEW LABORER POSITIONS
Motion: S. Beardsley moved, and B. Ceci seconded to approve Resolution 2024-04. Carried unanimously.
- 2024-05 RESOLUTION TO ACCEPT A PROPOSAL FROM WENDEL FOR CONSULTING ENGINEERING AND ARCHITECTURAL SERVICES FOR A COMPREHENSIVE FACILITIES AND SPACE NEEDS ASSESSMENT AND ADJUST THE OPERATING BUDGET
Motion: M. Falk moved, and T. Saunders seconded to approve Resolution 2024-05. Carried unanimously.

Discussion:

Wastewater Treatment Opportunities and Operator Requirements:

J. Molino discussed the current operations, certification requirements, the financial implications, and the prospective opportunities for the Wastewater Operator position at the Authority. The outlook for the Authority includes the addition of at least one wastewater facility. With the lengthy process of acquiring and training an operator, the Board favored the idea of starting the process now. J. Molino's suggested increasing the 2024 Budget to include a fourth Wastewater Operator/Trainee. A portion of the expense for the next three years would be included in the budget with a portion from fund balance. A resolution approving a budget amendment for a fourth operator/trainee will be presented at the February meeting.

County Wide Water Improvement Project

J. Molino discussed the status of the County Wide Water Improvement Project. The project included new transmission mains, water meter replacements, chlorine booster pumps and THM removal systems, SCADA upgrades, and a new water storage tank. The Authority also made improvements to the services on Stone Hill Road. The new tank design discussion is underway with several areas of concern. While the new tank will add additional water supply, there are pressure deficiencies in portions of the Village of Livonia that can be addressed with the design and location of the tank. An evaluation of options and costs will be made available for consideration at the February Board meeting.

Adjournment: 10:13 a.m.

Motion: M. Falk moved, and T. Saunders seconded to close the meeting. Carried unanimously.

LCWSA OPERATIONS REPORT

February 21, 2024

Water and Sewer Work Program

Customer Work Orders	Staff completed 62 workorders up 14 from last month
UFPO	Staff completed 75 stakeouts up 15 from last month
PM Maintenance	All PM maintenance was completed.
Sampling & Testing	All sampling and testing was completed.

Water Work Program

Curb Box	Staff replaced 1 curb box. Staff located all curb stops main line valves and hydrant valves in the Lima District. They are all on Ziptility now.
Hydrant Repair/Replacement	Staff repaired 6 hydrants. 2- in Livonia Center, 3- in Hemlock and 1- in South Livonia. Rebuilt 1. Also replaced 1- in the Lima district.

Sewer Work Program

Manhole Inspections	Staff is working on manhole inspections in the Lakeville/Avon Sewer District.
Pump Maintenance	Staff finished up all the oil change maintenance at the pump stations.

LCWSA CAPITAL PROJECTS REPORT**February 21, 2024****31131 Countywide Water System Improvements**

Contract 2A - Chlorine System improvements	CPL is working on the close out documents.
Contract 2B - THM Removal	Electrical work started and will only take 3-4 weeks to complete, waiting on equipment to ship and install date from manufacturer
Shelly Tank	CPL has started preliminary design on a new water tank and will be providing some options for consideration
Meter Replacements	All customer meters have been replaced with the exception of some that need additional plumbing work; and some larger meters that will be completed this spring
Big Tree Water Improvements	Additional scope of work added to the project to transfer 44 service lines from the 10" AC main over to the newer 16" & 20" main; work to be completed in the Spring
SCADA	Reviewing water assets in need up upgrades

31138 Comprehensive SCADA System Evaluation

	Will be setting up a Pre-con meeting soon
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31140 I&I Study (Smoke Testing + San Sewer Cleaning & Televising)

	Smoke testing is complete, Memo Provided with results summary
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31142 Lakeville WWTP Upgrades - Phase 2 + UV

	Working on final outstanding items/issues before contract can be closed out
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31121 Lakeville WWTP - Chemical Feed Facility

	Building is nearing completion, waiting on a door to be delivered and installed and the new chemical tank can be filled and tested for leaks
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31475 2023 Sewer Collection Improvements

Sewer Main Lining	Lining completed for approximately 6,000 LF of sewer main
Sewer Manhole Lining	MH lining to start end of January to rehab and line approximately 475 VF or 65 - 70 Manholes total - Photos were provided to show pre-post lining work.
Manhole Covers	In addition to the non-standard MH covers in the Village in need of replacement, additional manholes have been identified through smoke testing and inspections that will be targeted for replacement in 2024

To: Livingston County Water and Sewer Authority Board

From: Lauren Monaghan, P.E., Deputy Executive Director

Date: February 21, 2024

Subject: Smoke Testing at Conesus Lake

Starting on October 10th and working through November 10th National Water Main Cleaning Company performed smoke testing around the Conesus Lake Sewer Collection System. The summary report identifies 52 total deficiencies and ranks each based on the probability of inflow potential. However, 26 of these deficiencies are located on private property and will require additional cooperation with the homeowners. Below is a summary of the deficiencies that were noted:

Severe/Moderate Inflow Potential from storm sewer drains:

- Smoke was detected at a storm drain near 4173 West Lake Rd; LCWSA crews inspected the drain line and confirmed it has a direct connection to the sewer system. The homeowner will be notified, and the storm drain will need to be disconnected from the sewer lateral.
- Smoke was detected at two storm drains near 5927 East Lake Rd. LCWSA crews have inspected the manholes and mainlines and have determined there are no direct connections to the sanitary sewer system. However, the existing manhole could use a new cover and will be included in the manhole lining project to limit any additional inflow from the adjacent storm sewer system.

Light/Limited Inflow Potential:


- Abandoned service laterals without proper caps – 3 total.
- Broken Cleanouts – 3 total
- Missing/Broken Cleanout Cap – 9 total
- Manhole Frame/Covers – 21 total.
- Buried Manholes that need to be uncovered and inspected - 2 total.

Inflow Unlikely:

- Exposed private sewer service lateral.
- Smoke within the crawl space or under a home at two (2) locations

The majority of the I&I identified in this system can be minimized by replacing manhole covers, lining manholes with deterioration, as well as replacing cleanout covers. In 2024 we plan to continue our manhole cover replacement plan as well as replacing cleanout covers when applicable.

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: February 8, 2024

Subject: Strategic Growth Initiatives Committee

1. Action Requested:

Board consideration for the creation of the Strategic Growth Initiatives Committee.

2. Background:

Over the past several years, there has been an increase in several new growth opportunities and initiatives that have long-term impacts on the Authority's operations and capital needs. For example, in the past three years the Authority has taken over the operation and maintenance of the Village of Livonia, Town of Lima and Town of Leicester water systems through long-term lease agreements. In 2024 the Town of Groveland Water District #1 is expected to become operational after which the Authority will assume operation and maintenance responsibility. Also, in 2024 the Leicester/York Regional Water Supply Project is expected to move from a planning phase to design and construction, all of which will be managed by the Authority. In addition, the Authority is currently in discussions with two separate jurisdictions to assume ownership and/or operation and maintenance responsibilities for water and sewer systems, to include a water plant and two wastewater treatment plants.

Assuming ownership and/or taking operational responsibility over another municipal water and sewer system involves a comprehensive overview and technical analysis of a system to include, but not limited to, the current and past operations, customer base, capital asset conditions and budgetary impacts. These analyses generally take considerable time and due diligence to ensure that the Authority is fully aware of the condition of a utility as it evaluates terms for assuming transfer. Having an advisory committee of Board members that can meet as needed with Authority staff to review and discuss the most current information as it relates to strategic initiatives can provide valuable feedback during the technical review of the utility as well as ensure Board members are kept informed throughout the evaluation process.

The proposed Strategic Growth Initiatives Committee can provide a needed outlet for feedback, direction and information sharing as important strategic growth opportunities are considered by the Authority.

3. Financial Implications:

There are no immediate costs for establishing and supporting the committee other than Board member and Authority staff time. There may be the need for additional technical assistance from outside consultants such as engineering, planning, legal services or other technical experts, however those services and associated costs would be at the discretion of Authority Board and approved budget.

PURPOSE

The purpose of the Committee (the “Committee”) is to serve as an advisory body to the Livingston County Water and Sewer Authority Board of Directors (the “Board”). Its primary function shall be to assist in assessing, evaluating, and advising the Board on strategic initiatives, acceptance, lease or transfer of new water and wastewater systems proposed by management to the Authority and to make recommendations to the Board. As new service areas are being considered, it is important to carefully evaluate the feasibility and advisability of accepting each system based on the partnering municipality or entity, what assets are already in existence, the motivations leading to the desire to transfer services and/or infrastructure to the Authority, and what will be the financial impact and long-term monetary projections for each service area.

SCOPE

Assist management and the Board with identification of strategic initiatives, acceptance or transfer of new water and wastewater systems, and oversee management and Board due diligence with respect to proposed strategic initiatives, acceptance or transfer of new water and wastewater systems.

CHARTER

I. Committee Structure and Meetings

The Committee shall be comprised of a number of Directors to be established by the Board from time to time. The Committee members shall be appointed by and will serve at the discretion of the Board. The Board may designate one member of the Committee as its Chair. The members shall serve until their resignation, retirement, removal by the Board or until their successors shall be appointed and qualified.

The Committee will meet as necessary to adequately fulfill all the obligations and duties outlined in this charter. All Committee members are expected to attend each meeting, in person or via telephone or videoconference. Meetings will be noticed and held per the Authority By-Laws.

Meeting agendas will be prepared for every meeting and provided to the Committee members at least five days in advance of the scheduled meeting, along with the appropriate materials needed to make diligent evaluation and informed recommendations. The Committee shall act only on the affirmative vote of a majority of the members at a meeting or by unanimous consent. Minutes of these meetings are to be recorded.

II. Responsibilities

The responsibilities of the Committee may include, but not be limited to:

- Evaluate the current customer base including concerns and opportunities within the service area.
- Identify major water and wastewater concerns facing the system and service area.
- Evaluate an inventory of individual system assets, current connections, current staff (if applicable), water or wastewater needs, and capacity issues.
- Understand current asset management practices and any past technical and/or planning initiatives/studies that may exist.
- Evaluate the short and long-term options for asset and system transition to the Authority.

- Evaluate how rates may be impacted as part of the transition process. This may include operational and capital rates for short and long-term needs, how future capital improvements may be implemented and if the new system will be stand alone or included in an existing Authority system.
- Evaluate federal and state financial resources that may be available to assist with needed planning or capital efforts.
- Request any additional resources from the Board to assist with the technical review and evaluation of water/wastewater systems which may include engineering, planning, financial and legal counsel.

III. Relationship to the Authority's Board

The Committee shall develop and provide recommendations regarding the Authority's ability and interest to accept and/or receive water and/or wastewater assets from other jurisdictions, consistent with the Authority's enabling legislation and mission.



RESOLUTION NO. 2024 - 06

RESOLUTION CREATING THE STRATEGIC GROWTH INITIATIVES COMMITTEE

WHEREAS, the Livingston County Water and Sewer Authority (“Authority”) has new growth opportunities and strategic initiatives that involve the acceptance, lease or transfer of new water and wastewater systems that may have long-term impacts on the Authority’s operations and capital needs; and

WHEREAS, it is important to evaluate the feasibility and advisability of accepting new systems based on existing assets, partnering entity, financial impact and long-term monetary projections for each service area; and

WHEREAS, an advisory body to the Authority Board of Directors (“Board”) can provide assistance, in partnership with Authority staff, in assessing, evaluating, and advising the Board on new growth opportunities and strategic initiatives; and


WHEREAS, the Governance Committee has reviewed a proposed committee charter that provides a purpose, scope, committee structure and responsibilities for a Strategic Growth Initiatives Committee; and

WHEREAS, the Strategic Growth Initiatives Committee relationship to the Authority Board would be to develop and provide recommendations regarding the Authority’s ability and interest to accept and/or receive water and/or wastewater assets from other jurisdictions, consistent with the Authority’s enabling legislation and mission, and now therefore be it,

RESOLVED, to assist with the evaluation of new growth opportunities and strategic initiatives the Authority Board hereby creates the Strategic Growth Initiatives Committee and adopts the attached Strategic Growth Initiatives Committee Charter.

February 21, 2024
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS:

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: February 9, 2024

Subject: Amendment to Purchasing, Disposition, and Capital Projects Policy

1. Action Requested:

Board approval of requested amendment to the Amendment to Purchasing, Disposition, and Capital Projects Policy to increase discretionary thresholds the Authority for quotation requirements for purchasing goods, services and public work.

2. Background:

Currently New York State sets requirements under the General Municipal Law (GML) 103 for a formal bidding for all purchases of goods and services more than \$20,000 and contracts for public work in excess of \$35,000. Any purchase under these thresholds is at the discretion of the municipality. The current thresholds for quotation requirements, as set by the Authority, were last updated in 2015. This was likely done as part of the Livingston County purchasing policy when the Authority was still associated with Livingston County. The combination of the current discretionary thresholds on quotation requirements plus the increase in inflationary costs for goods and services have put greater administrative constraints on procurement.

As of late, Authority staff are spending considerable time getting the required quotations, per our purchasing policy (see attached Section 4, page 4) with little results such as more competitive and fair pricing. Meeting the Authority's internal quotation requirements have been increasingly difficult as contractors/vendors have a backlog of work, can pick and choose their jobs, increased material costs and lead times for materials can be extensive deterring contractors/vendor from providing proposals/quotes with certain pricing and/or delivery dates. This has proven to be particularly difficult for smaller public works under \$20,000.

The proposed changes to the discretionary thresholds will allow the staff (primarily Mark, Jeff, Rene, Lauren, Sarah and myself) to procure goods and services in a more efficient and practical manner based on the current contractor, vendor, and pricing environment. The proposed changes maintain the integrity of the procurement process to ensure the Authority receives quality goods and services, while recognizing the increased cost of goods and services over the past 10 years.

This is only one proposed change to the procurement policy at this time, as staff will be updating the policy later this year. Because procurement is a daily activity, it is requested this section be considered for amendment now. In addition, the staff are also working on standardizing more materials and equipment which should also make procurement (and inventory maintenance) easier in the future.

3. Financial Implications:

The proposed changes to the procurement policy continue to ensure a fair and honest procurement process, amends the discretionary thresholds to address increased inflationary costs over the past 10-years, and decreases the amount of time staff spends seeking proposals for goods and services.

- H) "Public Emergency" shall mean for the procurement of goods or services arising out of an accident or other unforeseen occurrence or condition, whereby circumstances affecting public buildings, public property, or the life, health, safety or property of the inhabitants of the County are involved.
- I) "Purchasing" shall mean the act of obtaining supplies, equipment, or services necessary to carry out a particular function of the Authority.
- J) "Quotation" shall mean an informal notice "usually written" by a vendor setting forth the terms that he/she will furnish supplies and/or service to the Authority.
- K) "Requisition" shall be a written request to the Authorized Representative for one or more items or services necessary.
- L) "Requisitioner" shall mean the person initiating a request for goods or service.
- M) "Specification" shall mean a written description of needed supplies, equipment or services setting forth in a clear concise manner the characteristics of the items and/or services to be purchased, and the circumstances under which the purchase shall be made.
- N) "Vendor" shall mean a supplier of goods or services to the Authority

Section 4: Purchasing Policy Limits and Guidelines.

The following guidelines are established for all purchase contracts.

PURCHASE AMOUNT	REQUISITION/PURCHASE ORDERREQUIRED	3 QUOTES NEEDED	TYPE OF QUOTES
\$0.00 - \$100	No	No	N/A
\$101 - 499.99	No	No	N/A
\$500 - \$1500	Yes	Yes – 2 only	Verbal/Written
\$1500 - \$20,000	Yes	Yes - 3	Written
\$20,000 and over	Contract or Purchase Order	No	Sealed bids

In all instances, purchase orders are required to be completed for all purchases in excess of \$500 with the sole exceptions being emergency purchases.

ALL PUBLIC WORKS

(Public Works applies to those items or projects involving labor or both materials and labor)

PURCHASE AMOUNT	QUOTES
up to \$5,000	One written quote to be obtained
Over \$5,000 up to \$34,999.99	Three (3) written quotes
\$35,000 and over	Sealed BID

Professional Services

0 – 25,000.00	1 written proposals
25,000 and over	RFP

All awards shall be made to the lowest responsible bidder if possible. Circumstances, which will be documented, may dictate purchase from other than low bidder (i.e., delivery requirement, quantity requirement if a pick-up, location of vendor, known past experience of vendor, etc.).



RESOLUTION NO. 2024 - 07

**RESOLUTION AMENDING THE PURCHASING, DISPOSITION, AND CAPITAL PROJECTS
POLICY**

WHEREAS, the Livingston County Water and Sewer Authority (“Authority”) Board annually reviews, and updates as necessary, various policies; and

WHEREAS, the Authority has a Purchasing, Disposition, and Capital Projects Policy that provides guidance for the Authority to let contracts for construction or purchase of supplies, materials, or equipment pursuant to the General Municipal Law (“GML”) Section 100 and 103; and

WHEREAS, the Executive Director and Principal Financial Clerk have reviewed the Purchasing, Disposition, and Capital Projects Policy with respect to the Section 4: Purchasing Policy Limits and Guidelines and have recommended that the current guidelines, specifically, the local discretionary thresholds for quote requirements, be increased due to recent inflationary cost increases for goods and services; and

WHEREAS, the Executive Director and Principal Financial Clerk recommend that current Section 4: Purchasing Policy Limits and Guidelines thresholds only for Materials and Supplies and Public Works and Building Services purchases be replaced with Attachment A, and now therefore be it,

RESOLVED, the Authority Board adopts Attachment A as it relates to the Purchasing, Disposition, and Capital Projects Policy, hereby amending only Section 4: Purchasing Policy Limits and Guidelines.

February 21, 2024
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS:

Attachment A


Purchasing Policy and Procedure for Procurement of Materials and Supplies	
Purchase Amount	Purchasing Procedure
Under \$3,000.00 per single item	<p>Purchase order not required.</p> <p>Any quotes shall be kept on file with the Purchasing Office.</p>
Between \$3,000.00 to \$9,999.00 per single item	<p>Departments shall obtain at least two (2) written quotations inclusive of all charges. Copies are to be submitted to the Purchasing Office.</p> <p>Purchase order is required.</p> <p>Emergency purchases made prior to obtaining a purchase order shall be indicated in the description portion of the purchase order with a short explanation.</p>
Between \$10,000.00 to \$19,999.00 per single item	<p>Departments shall obtain three (3) written quotations inclusive of all charges; Copies to be submitted to the Purchasing Office.</p> <p>Purchase order is required.</p> <p>Emergency purchases made prior to obtaining a purchase order, shall have an email explanation to the Purchasing Office in addition to indicating “emergency purchase” on the purchase order.</p>
Over \$20,000.00	<p>Competitive sealed bids are required by NYS law for all purchases of any single item costing over \$20,000.00 or aggregate purchases over \$20,000.00 of any single item or type of items (ex: tires) made within the twelve (12) - month period commencing on the date of purchase.</p> <p>Technical specifications and other criteria are required. A bid document shall be developed to solicit bids according to legal requirements. Bid awards to be made by the Executive Director.</p> <p>Emergency purchases and sole source requests must be made in writing to the Purchasing Office and Executive Director.</p>
<p>Note: Exceptions to all the above procurement requirements are purchase contracts with vendors holding a NYS OGS Contract or other authorized Piggyback Contract as defined by General Municipal Law 103, Preferred Source, or documented Sole Source.</p>	

Purchasing Policy and Procedure for Procurement of Public Works and Building Service Contracts	
Purchase Amount	Purchasing Procedure
Under \$ 10,000.00	<p>The Department shall obtain at least one (1) written proposal inclusive of all charges. Requirements must be clearly identified in the proposal. Copies of proposal shall be retained by the Purchasing Office.</p> <p>Purchase order is required.</p> <p>Emergency purchases made prior to obtaining a purchase order shall be indicated in the description portion of the purchase order with a short explanation.</p>
Between \$10,001.00 to \$19,999.00	<p>The Department shall obtain at least two (2) written proposals inclusive of all charges. Requirements must be clearly identified in the proposal. Copies of the proposals shall be retained by the Purchasing Office.</p> <p>Purchase order is required.</p> <p>Emergency purchases made prior to obtaining a purchase order, shall have an email explanation to the Purchasing Office in addition to indicating “emergency purchase” on the purchase order.</p>
Between \$20,000.00 to \$35,000.00	<p>The Department shall obtain three (3) written proposals. Requirements must be clearly identified in the proposal. Copies of the proposal shall be provided to the Purchasing Office.</p> <p>Purchase order is required.</p> <p>Emergency purchases made prior to obtaining a purchase order, shall have email an explanation to the Purchasing Office in addition to indicating “emergency purchase” on the purchase order.</p>
Over \$ 35,000.00	<p>Competitive sealed bids are required by NYS law for all public works or building service contracts exceeding \$ 35,000.00 in aggregate.</p> <p>Technical specifications shall be used to develop a formal bid.</p> <p>If an architect/engineering firm is retained to develop the bid document, the firm must submit the final document to the Executive Director, or their designee, for review and approval prior to the advertisement for bids.</p> <p>Bid award recommendation to be made by the Executive Director and/or professional consultant in consort with the Purchasing Office. Bid Award by the Authority Board or their designee.</p>

	Emergency purchases and Sole Source requests must be made in writing.
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Note: Exceptions to all the above procurement requirements are purchase contracts with vendors holding a NYS OGS Contract or other authorized Piggyback Contract as defined by General Municipal Law 103, Preferred Source, or documented Sole Source.

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: February 9, 2024

Subject: Budget Adjustment

1. Action Requested:

Board approval of requested budget adjustments for an additional wastewater operator trainee, surcharge revenue and equipment for water tank.

2. Background:

The following budget adjustments are requested:

- As a follow up to the January Board meeting, a budget adjustment of \$74,034, is needed to hire an additional Wastewater Treatment Plant Trainee to support the opportunity of the Authority assuming responsibility over additional wastewater treatment facilities in the near future. Hiring a trainee now will provide the Authority time to train a candidate prior to additional facilities coming online.
- For the February 2024 sewer bill, an industrial user received a total surcharge for high loadings of \$143,550. Because the February billing includes November, December and January a third of the surcharge, \$47,850, will be credited in the 2024 fiscal year. The surcharge is unanticipated revenue.
- As SCADA upgrades are ongoing with both water and sewer assets, it has been identified that a level transmitter in a water tank is no longer operable. Level transmitters relay water levels in a water tank back to our SCADA system for monitoring and alarming. The cost to replace the level transmitter is ~\$4,500.

3. Financial Implications:

As discussed at the January Board meeting, the additional trainee costs will be slowly realized in future operating budgets using fund balance to make up the difference of the costs on a decreasing scale over the next three years. The budget adjustments related to the surcharge and transmitter will only impact the 2024 budget.



RESOLUTION NO. 2024 - 08

RESOLUTION APPROVING ADJUSTMENTS TO THE 2024 BUDGET

WHEREAS, the Livingston County Water & Sewer Authority (“Authority”) has budget adjustments to the 2024 Budget; and

WHEREAS, the 2024 budget does not include funding for an additional Wastewater Treatment Plant Operator/Trainee, and having additional operators, ready, trained and experienced would allow the Authority to proactively transition into assuming the operations of additional wastewater treatment facilities; and

WHEREAS, the Authority has an unexpected increase in revenue due to a surcharge assessed to an industrial customer for high loading; and

WHEREAS, a level transmitter for a water tank is no longer operable and needs to be replaced for tank levels to be monitored through the Authority’s SCADA system, and now therefore be it,


RESOLVED, on the recommendation of the Executive Director, the Authority Board hereby directs the Executive Director to make the following budget adjustments for the fiscal year 2024:

BUDGET ADJUSTMENT

	<u>GL Code</u>	<u>Description</u>	<u>Increase/Adjust Budget</u>
Revenue	4110	Revenue	\$47,850
Expenditure	5010	Wages	\$43,446
	5020	OT	\$1,504
	5030	FICA	\$3,469
	5050	Health/Dental	\$24,715
	5340	Clothing/Boots	\$500
	6230	Cell Phone	\$400
	6625	Equipment	\$4,500

February 21, 2024
 Livingston County Water & Sewer Authority
 Moved By:
 Seconded By:
 AYES:
 NAYS:

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: February 8, 2024

Subject: Intermunicipal Agreement with the Village and Town of Lima

1. Action Requested:

Board approval of an Intermunicipal Agreement (“IMA”) with the Village and Town of Lima regarding shared water infrastructure between the Village and Authority/Town.

2. Background:

In 2022 the Authority Board approved a long-term lease agreement with the Town of Lima to assume operation and maintenance of Town water districts #1, 2, 3 and 4. At the time the Authority, Town and Village were working towards updating a 1987 agreement between the Town and Village that provided for the installation of joint water infrastructure, primarily the water transmission line along Rt. 15A from the Monroe/Livingston County line to the Village line, the Village water tank and additional distribution lines in the Village. The 1987 agreement outlined basic terms for sharing capital infrastructure costs and operational and maintenance costs between the Village and Town as it relates to the shared infrastructure.

In 2019 the Village undertook a substantial capital project making improvements to most of the shared water infrastructure, such as replacing legacy pipe in the Village, rehabilitating the water tank and installing a new emergency supply water line connecting the Village to the Town of Avon along Rt. 5/20. No improvements were made to the Rt. 15A water transmission line. The Town is currently paying its percentage share of the capital improvements related to the 2019 capital project, however the capital improvement planning and construction process brought out several shortcomings of the 1987 agreement, specifically the lack of structure and communication regarding the planning, design and construction of the capital project and relationship between the Town and Village.

Similarly, prior to and after the Authority assumed responsibility of the Town water districts, the Authority identified several additional inequities in the 1987 agreement as it relates to operation and maintenance cost sharing. Specifically, there was an inequity regarding how loss water would be accounted for as it related to the Rt. 15A water transmission line. After approaching the issue with the Village, they declined to address the matter in our efforts to update the 1987 agreement. As a result, the Authority withheld full payment to the Village for operation and maintenance payments, as it felt the Town customers were paying an inequitable and disproportionate share of operation and maintenance costs. In response, the Village filed a Notice of Claim against the Authority for underpaying Village invoices.

Over the past two months however, the Authority, Village and Town have come together to resolve the dispute and as a result the attached IMA has provisions that equitably addresses water loss along Rt. 15A, operation and maintenance cost and future capital planning of shared infrastructure. In addition, the agreement settles the outstanding dispute regarding unpaid invoices and the Notice of Claim.

3. Financial Implications:

The IMA provides for equitable share of operation and maintenance costs, a set leak detection and water tank inspection schedule and annual capital projects meetings. In addition, the IMA provides that the Authority will pay the Village \$4,247.03 for unpaid invoices related to operation and maintenance charges and the Village will withdraw its Notice of Claim against the Village. The term of the IMA is 10 years, and automatically renews annually after the initial term unless a party elects to terminate the agreement. It is recommended the Board approve the IMA.

INTERMUNICIPAL AGREEMENT

Between

THE VILLAGE OF LIMA, TOWN OF LIMA

And

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

This Agreement (the “**Agreement**”) made this ____ day of _____ 2024, by and between the **VILLAGE OF LIMA**, a municipal corporation organized and existing under the laws of the State of New York with office located at 7329 East Main Street, Lima, New York, 14485 (hereafter “**Village**”) and the **TOWN OF LIMA**, a municipal corporation organized and existing under the laws of the State of New York with office located at 7329 East Main Street, Lima, New York, 14485 (hereafter “**Town**”) and the **LIVINGSTON COUNTY WATER & SEWER AUTHORITY**, a public benefit corporation as established by Article 5, Title 10 of the New York Public Authorities Law, with offices located at 1997 D’Angelo Drive, Post Office Box 396, Lakeville, New York 14480 (hereafter “**Authority**”), all of which are collectively referred to as “**Parties**” and may be individually referred to as a “**Party**.”

WHEREAS, the Village is the owner and operator of a municipal water system that primarily serves the residents and customers of the Village, but also serves out-of-district water users/customers located outside the Village limits within the Town; and

WHEREAS, the Town is the owner and operator of various water districts in the Town of Lima, including Water District No. 2 and Water District No. 4, which are operationally interconnected with the Village municipal water system through its supply lines originating at the pumping facility located at the north line of the Town, and the water tower located in the Village; and

WHEREAS, the Town and Authority have entered into a long-term lease of the water distribution facilities, so that the Authority is now responsible for operating all of the Town’s water districts, including Water District No. 2 and Water District No. 4 (the “**Lease**”); and

WHEREAS, the Lease makes the Authority responsible for providing all water services to the customers in Water District No. 2 and Water District No. 4; and

WHEREAS, on May 26, 1987 the Village and Town entered into a Municipal Cooperation Agreement (“**MCA**”), which provided for the construction and operation of a shared water source and delivery system for Town Water District No. 2 (in which a water transmission line was located) and for the Village through a connection to the existing Village water tower (the “**Project**”) and which is attached hereto as Exhibit 1; and

WHEREAS, the MCA also described how the Village and Town would annually share the responsibility and expenditures for the operation and maintenance of the infrastructure constructed as part of the Project, with the Village paying approximately 85% of the same at the time of said agreement; and

WHEREAS, the Village and the Authority (on behalf of the Town of Lima) obtain their municipal water supply for Lima customers from the City of Rochester through a long-term contract agreement. Their water supply is sourced from Hemlock Lake and from Lake Ontario and is delivered through a connection to water lines located in the Town of Mendon, Monroe County. The water supply lines located outside the Town are owned and maintained by the Monroe County Water Authority and/or the City of Rochester. The point of connection for said water supply to the Village and Town/Authority is a pump station fronting upon Rochester Road (New York State Route 15A), located in Lima on the Lima/Mendon town line (“**Pump Station**”); and

WHEREAS, on September 10, 2019 the Parties entered into an Intermunicipal Agreement (“**IMA**”), attached hereto as Exhibit 2, which detailed various improvements and updates to the Village and Town water delivery infrastructure related to the installation of an emergency water supply main extension along New York State Route 5 and 20, Village water tank rehabilitation, and replacement of water main along New York State Route 15A and Seneca Avenue in the Village (“**2019 Improvement Project**”). Such improvements were deemed to benefit the Village municipal water system as well as the Town of Lima Water District No. 2 and Water District No. 4; and

WHEREAS, the Village built, improved and operates the shared water infrastructure from the Project and the 2019 Improvement Project, which collectively serves the Village and Town; and

WHEREAS, the Parties are desirous of updating the MCA to accurately reflect the shared water infrastructure from the Project and the 2019 Improvement Project, as well as financial responsibilities for the operation and maintenance of said infrastructure and how future capital investments to said infrastructure will be determined, executed and paid for; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the Village, Town and Authority (by virtue of a long-term lease of the Town's water infrastructure) hereby agree as follows:

1. Definitions – the following shall give meaning to the defined terms as used herein.

- 1.1. **“Water Transmission Line”** shall be the water transmission main line along New York State Route 15A from the Village line north to the Monroe/Livingston County line.
- 1.2. **“Pump Station”** shall be the water pumping station at the Monroe/Livingston County line. This shall include a water meter within the pump station.
- 1.3. **“Water Tower”** shall be the water tower located in the Village.
- 1.4. **“Emergency Water Supply Line”** shall be the emergency water supply main extension along New York State Route 5 and 20 starting at Livonia Center Rd. traveling west to the Town of Avon/Lima line. This shall include the meter vault and master meter located at 7051 West Main Road, Lima.
- 1.5. **“Rochester Rd./Seneca Ave. Water Main”** shall be the water main in the Village along Rochester Rd./New York State 15A and Seneca Ave to include a waterline that extends northbound from the Water Tower in the Village to the west of McDonald Drive to the meter vault at 1574 Rochester Street, Lima. This shall include meter vault and master meter located at 1574 Rochester Street, Lima.
- 1.6. **“Joint Water Facilities”** or **“Joint Facilities”** shall be all jointly utilized water facilities constructed and improved under the MCA and IMA, including the Water Transmission Line, Pump Station, Water Tower, Emergency Water Supply Line and Rochester Rd./Seneca Ave. Water Main, which include the Project and the 2019 Improvement Project, all as shown in Exhibit 3.
- 1.7. **“Parallel Water Line”** shall be the water transmission line parallel to along the west side of the Water Transmission Line from Gale Rd., Lima to approximately 1280 Rochester Rd., Lima.

2. Term of Agreement

- 2.1. For purposes of this Agreement the **“Commencement Date”** shall be March 1, 2024, unless a different date is mutually agreed upon in writing by the Village and the Town.
- 2.2. The Term of this Agreement will be for a period of 10-years from the Commencement Date.

- 2.3. One year prior to the termination of this agreement, the Parties agree to meet and discuss any changes and/or extension/renewals of this Agreement. Should the Parties not enter into a new agreement replacing this Agreement, or a written termination of this Agreement signed by all Parties, this contract shall automatically renew on a year-to-year basis once the initial 10-year term expires.

3. Operation and Maintenance (O&M) Costs

- 3.1. The Parties acknowledge that the Village has been responsible for the construction of and improvements to the Joint Water Facilities as well as maintenance and billing for the maintenance of the Joint Water Facilities between the Parties. The Parties acknowledge that the Village has also historically had greater utilization of the Joint Water Facilities and borne a larger proportionate share of expenses directly related to the maintenance and debt service of the Joint Water Facilities pursuant to the MCA;
- 3.2. The Parties acknowledge that under the current practice for determining O&M cost for the Joint Water Facilities, water loss has a negative impact on Town Water District No. 2 and:
 - 3.2.1. The cost of water loss occurring in the Water Transmission Line along NYS Route 15A from the Village line north to Monroe/Livingston County line is being solely borne by Town Water District No. 2.
 - 3.2.2. The cost of water loss along the Water Transmission Line that extends northbound from the Water Tower in the Village to the west of McDonald Drive to the meter vault at 1574 Rochester Street, Lima is solely borne by the Village.
 - 3.2.3. The section of Water Transmission Line within the Town is over 10,000 linear feet while the section of Water Transmission Line within the Village is under 3,000 linear feet.
- 3.3. The Parties agree that they shall share O&M costs of the Joint Water Facilities based on water consumption by each jurisdiction, as identified in Exhibit 4, following the correction of all water leaks as identified pursuant to Section 3.4 below. Until such time as all water leaks have been identified and corrected and upon execution of this Agreement, the O&M costs share shall be 90% Village and 10% Town/Authority.
 - 3.3.1. The Parties agree that full payment to the Village of any remaining amounts owed under the MCA, through the date of execution of this Agreement shall be paid within 30 days following the date of execution of the Agreement. The Parties agree that the amount owed to the Village by the Authority is \$4,247.03.

- 3.3.2. Upon receipt of payment from the Authority, the Village shall withdraw its November 2, 2023 Notice of Claim against the Authority.
- 3.4. The Parties agree to cooperate in conducting a leak detection survey of the Water Transmission Line upon execution of this Agreement, pursuant to the proposal set forth in Exhibit 5.
- 3.4.1. The Parties agree to share the cost of the leak detection survey equally 50% -Village and 50% Town/Authority.
- 3.4.2. The Parties agree to make leak detection corrections a priority and to correct all leaks designated as “high priority” leaks within twelve (12) months of receiving the final leak detection survey results. Any and all leaks designated “medium priority leaks” or “low priority leaks” are to be corrected within eighteen (18) months of the final leak detection survey results. All corrections of leaks are subject to budgetary restraints as set by the Village of Lima Board of Trustees.
- Whether a leak is high, medium, or low priority will be based upon the designation given by the final leak detection report, as agreed to by the Village’s engineer.
- 3.4.3. The Village agrees to locate and mark, to the best of its ability, all appurtenances along the Water Transmission Line, including, but not limited to main line valves, prior to the leak detection survey.
- 3.4.4. The Town/Authority agrees to locate and mark, to the best of its ability, all appurtenances along the Water Transmission Line and Parallel Water Line, including, but not limited to hydrant valves, hydrants and individual service laterals. This is to include but not be limited to all service curb boxes and service laterals.
- 3.4.5. The Parties agree that each shall be solely responsible for leak repairs within the following geographic areas of responsibility:
- 3.4.5.1. The Village assumes all responsibility, including costs, to repair any leaks detected on the Water Transmission Line from the Village-Town line to the Pump Station. This is to include any main line valves.
- 3.4.5.2. Town/Authority assumes all responsibility, including costs, to repair any leaks detected on the fire hydrant valves, fire hydrants and any service laterals coming off the Water Transmission Line and any leaks detected on the Parallel Water Line, including all main line valves, hydrant valves, hydrants and individual service laterals connected to or coming off the Parallel Water Line.

- 3.5. The Parties agree to cooperate to conduct, or have conducted, a leak detection survey of the Water Transmission Main not less than once every five years for so long as this Agreement is in effect. The Parties further agree that following the results of any future leak detection survey, the Village and Town/Authority will discuss any needed repairs or improvements to the Water Transmission Main. Costs related to conducting future leak detection surveys to the Water Transmission Main following the survey will be shared evenly between the Parties. Repairs to the service laterals and Parallel Water Line and the costs associated with them will be assumed solely by the Town/Authority.
- 3.6. The Parties agree to have the Water Tower inspected every five (5) to seven (7) years. The first water tower inspection will be conducted on or around 2026. The Parties agree that following the results of the water tower inspection, both the Village and Town will jointly agree to make any repairs/improvements needed to ensure the water tower stays in good operating condition. Costs related to conducting the water tower inspection and repairs/improvements to the Water Tower will be shared based on the current O&M calculation at the time the repairs are made. Repairs shall be made within the same timeframes set forth in Paragraph 3.4.5, above.

4. Future Capital Improvements of Joint Facilities

- 4.1. The Parties shall consult with each other in advance and prior to each major phase of any planning, design, and/or construction of a capital improvement project related to the Joint Facilities. The Parties shall share costs of all capital improvements pursuant to Section 4.4, below.
- 4.2. The Parties agree to meet at least once annually to discuss expected or anticipated capital improvements to the Joint Facilities, forecasting out five (5) years from the meeting date (the “**Annual Meeting**”).
- 4.3. The Parties agree to make every effort to reach consensus about upcoming capital improvements to the Joint Facilities prior to undertaking or committing financially to said improvements; however the Town/Authority cannot unreasonably withhold consent nor prohibit the Village from moving forward with any capital improvements the Village deems reasonably necessary to the Joint Facilities. Similarly, the Town/Authority cannot obligate the Village to any capital improvements or related expenses without the express consent of the Village.
- 4.4. Sharing and/or reimbursement of capital improvement costs to the Joint Facilities shall be based on annual O&M percent share. For construction projects that overlap calendar

years, an average of O&M percent share of the overlapping years shall be used as the capital cost sharing percentage at the end of the project.

5. Master Water Meters

- 5.1. The Village shall own and be responsible for all future installations, replacements maintenance, modifications and upgrades to the master water meters located at the Pump Station and meter vault at 1574 Rochester Street, Lima, with no contribution from the Town/Authority.
- 5.2. The meters shall be maintained within the accuracy limits specified for repair of meters in the then latest version of the AWWA standards for testing cold water meters. The Parties shall cooperate to provide testing of meters. Either Party shall have the right to test any meter at any reasonable time, at its own expense, upon written notice to the other Parties.
- 5.3. The Village agrees to provide the Town/Authority free and ready access to each of the meter vaults and Pump Station in which the master water meters and associated equipment are housed.

6. Billing for O&M and Capital Expenditures

- 6.1. The Village shall invoice the Town/Authority monthly for O&M that should include:
 - 6.1.1. Invoices for water purchase and/or O&M expenses shall be typed and shall include copies and/or supporting documentation of any expenditures, such as but may not be limited to: wholesale water invoices from the water supplier, material or supply invoices, utility bills, pictures of meter reads, etc.
 - 6.1.2. Following the commencement of this Agreement the Parties will meet to discuss and mutually agree to the invoice format.
 - 6.1.3. The Parties agree that invoices for cost sharing and reimbursement will be delivered on a monthly basis unless otherwise agreed upon by the Parties.
- 6.2. Billing for Capital Expenditures.
 - 6.2.1. The Village and the Town/Authority shall agree to a schedule for reimbursement of costs prior to a project beginning.

7. Water Supply

- 7.1. The Village and the Town are parties to a water supply agreement with the City of Rochester dated July 2., 2018 and styled “Water Supply Agreement, Town of Lima Water District No. 2 and Village of Lima”, which is attached hereto as Exhibit 6 (“**Water Supply Agreement**”).
- 7.2. The City of Rochester (the “**City**”) uses a connection with the Monroe County Water Authority to supply water to the Parties pursuant to the Water Supply Agreement, which sets the quantities and cost of water.
- 7.3. Currently, the City is the only feasible, long-term, water supply available to the Parties that will meet the Parties’ daily water needs.
- 7.4. If any increase in water usage causes an increase in the wholesale water price pursuant to the Water Supply Agreement, the Parties agree to meet to discuss the origin of such increased use. Should it be determined that such increase is the result of expansion of any water districts and/or other reason associated with the Town/Authority, the Town/Authority will be liable to the Village for such increases subject to a separate written agreement. Should it be determined that such increase is the result of expansion of users within the Village and/or other reason associated with the Village, the Village will be liable to the Town/Authority for such increases subject to a separate written agreement.
- 7.5. Should an additional water supply become available that can meet or exceed the Parties daily water demands and is cost effective, the Parties agree to meet and discuss the new water supply source as a possible option for the Parties.
- 7.6. Nothing in this agreement shall prohibit the Village or the Town/Authority from connecting to another water supply source that is independent of the other, so long as the connection is at the cost to the disconnecting municipality and does not prevent or disrupt the other municipality from continuing to receive water from the City at the current quantity and cost.
- 7.7. Nothing in this agreement shall prohibit Town Water District No. 2 and/or Town Water District No. 4 from disconnecting from the Joint Water Facilities and receiving water supply from another source.
 - 7.7.1. Should it be determined that a water district, in part or in full, can be better served by a water supply from another source that will not require the connection or utilization of the Joint Water Facilities, the water district, in part or in full, may disconnect and shut off entirely from the Joint Water Facilities, to receive water

supply from another source and would no longer be subject to this Agreement in the future, contingent on at least one year's written notice to the Village of such intent to disconnect.

7.7.2. Any remaining part of a water district or full water district that remains connected to the Joint Water Facilities will continue to be subject to the terms of this Agreement.

7.8. The Parties agree that any outstanding operation and maintenance expenditures owed by Water District No. 2 or Water District No. 4 shall be paid in full prior to separation from the Joint Water Facilities and this Agreement. The Parties further agree that any outstanding debt due by Water District No. 2 or Water District No. 4 at the time of separation will still be the responsibility and obligation of that respective water district.

8. Indemnification

8.1. Both Parties shall indemnify and hold harmless, to the fullest extent allowed by law, the other from and against any and all liability, damage, expense (including reasonable attorney fees), cause of action, suit, claim, penalty, or judgment, arising from injury to person or property, sustained by anyone, resulting from the respective operation of all or any part or the total system when said damage or injury is caused by or is due to negligence by the indemnifying Party.

8.2. Neither Party shall be responsible to the other, or to third-Parties, for damages resulting from any failure of the Joint Facilities or system, when such failure is occasioned through no fault of the Village and/or Town/Authority, or that results from force majeure or is caused by an event not within the reasonable control of the Village and/or Town/Authority.

9. Future Agreements

9.1. The Parties agree that by executing this Agreement, the May 26, 1987 Municipal Cooperation Agreement (identified herein as the "MCA") is hereafter null and void and superseded in all respects by the provisions and agreements made herein, upon payment of all amounts due and owing under that agreement.

9.2. The Parties agree that the September 10, 2019 Intermunicipal Agreement shall in all respects remain in effect as it relates to the Parties.

9.3. The Village and Town/Authority acknowledge that in the future, additional and distinctly separate agreements pertaining to increased water transmission needs may be negotiated; provided that circumstances arise that are not covered by this Agreement.

VILLAGE OF LIMA

(SEAL)

By: _____

MAYOR

TOWN OF LIMA

(SEAL)

By: _____

TOWN SUPERVISOR

LIVINGSTON COUNTY WATER & SEWER
AUTHORITY

(SEAL)

By: _____

EXECUTIVE DIRECTOR

STATE OF NEW YORK)
) ss:
COUNTY OF LIVINGSTON)

On _____, 2024, before me personally came _____ to me known, who being by me duly sworn did depose and say that he/she is the Village Mayor of the **Village of Lima**, New York, the municipal corporation described in foregoing, and acknowledged that he/she executed the same by order of such corporation.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF LIVINGSTON)

On _____, 2024, before me personally came _____ to me known, who being by me duly sworn did depose and say that he/she is the Town Supervisor, of the **Town of Lima**, New York, the municipal corporation described in foregoing, and acknowledged that he/she executed the same by order of such corporation.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF LIVINGSTON)

On _____, 2024, before me personally came _____ to me known, who being by me duly sworn did depose and say that he/she is the Executive Director, of the **Livingston County Water and Sewer Authority**, the public benefit corporation described in foregoing, and acknowledged that he/she executed the same by order of such corporation.

Notary Public

Municipal Cooperation Agreement

THIS AGREEMENT, made this 26 day of May, 1987, by and between the Village of Lima, a municipal corporation with offices at 7329 East Main Street, Lima, Livingston County, New York 14485 (hereinafter referred to as the "Village"), and the Town of Lima, a municipal corporation with offices located at 7329 East Main Street, Lima, Livingston County, New York 14485 (hereinafter referred to as the "Town");

WITNESSETH:

WHEREAS, the Village and the Town jointly applied for, and in July, 1985, received approval for a Small Cities Community Development Block Grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) (hereinafter referred to as the "Grant"), and may obtain other and further financial aid to be used to develop a new water source and delivery system for both the area of the Town in which the water transmission line will be located and a water district established, and for the entire Village through connection to the existing Village water tower (the "Project"); and

WHEREAS, the Town and the Village have progressed in their planning for the water system and now desire to enter into an agreement to govern the construction, maintenance and operation of the water delivery system; and

WHEREAS, the Town and the Village continue to investigate

financing options for the construction of said water delivery system and the related expenses incidental to making such water delivery system operational, which financing options are to augment the Grant funds, and may include possible funding assistance by and from the City of Rochester, the Monroe County Water Authority, and by additional borrowings by the Village and the Town;

NOW, THEREFORE, in consideration of the premises and the mutual terms and covenants set forth in this Agreement, the Village and the Town agree as follows:

1. Project Area:

The area of the Town and the Village which will be included in the Project shall be as follows:

A. Town of Lima -- The water district currently being formed by the Town, as shown on the map attached hereto as Schedule "A" and as contained in the Town's Water District Application, heretofore submitted to the Office of the State Comptroller for approval.

B. Village of Lima -- The area within the Village of Lima commencing at the common line formed by the north boundary line of said Village and the southernmost extension of the Town Water District as shown on Schedule "A", thence southerly along Route 15A and westerly by means of a route wholly within the Village, which route is to be selected at the discretion of the Village, and shall terminate at the

current location of the water tower.

C. Town of Mendon and Village of Honeoye Falls -- Those areas located within the Town of Mendon and the Village of Honeoye Falls along West Main Street to the point of entry of the water transmission line into Livingston County. The precise location of the water transmission hookup and line extension shall be determined by the project engineer.

2. Allocation of Construction Costs:

The Town and Village agree that the cost of construction of the Project, which has been estimated at One Million Three Hundred Thousand Dollars (\$1,300,000.00), shall be equitably allocated according to the benefits to be provided by the project. Said estimate is appended hereto and designated as Schedule "B". The parties agree that allocation of the cost of construction and the Grant funds shall be reflective of the current greater water needs of the Village and the potential growth in demand for water by the Town. In the event that additional costs are incurred or discovered, and if any amounts are required to be expended from the contingency fund, the parties agree that they will be apportioned according to said percentage allocations. The percentage allocations shall be as follows:

A. Soft Costs -- including the purchase or condemnation of land or easements, grant administration, financial, legal (Town, Village and bond counsel) and general administra-

tion -- Fifty Percent (50%) Village and Fifty Percent (50%) Town;

B. Hard Costs -- including all construction related costs and engineering inspection -- Eighty-four Percent (84%) Village, and Sixteen Percent (16%) Town, based upon 525 current Village users and 100 potential Town users.

3. Construction of System:

The Village and the Town will work together for bidding and construction of the Project. The parties also agree to enter jointly into contracts for professional services with the following vendors:

<u>Name of Vendor</u>	<u>Type of Service</u>
N. Dennis Means	Engineering and Surveying
Bernard P. Donegan, Inc.	Financial Services
Stuart I. Brown Associates, Inc.	Grant Administration

4. Construction Financing:

The Town and the Village agree that each will complete the necessary procedures for securing construction financing to cover their respective proportionate shares of the net cost of construction as set forth above. Each municipality shall preliminarily make its own determination of the most appropriate method of structuring such construction financing.

5. Construction Procedures:

A. Bookkeeping During Construction: The parties agree

that the Village Clerk and Deputy Village Clerk shall maintain all of the construction books and records. The Village shall bill the Project monthly for the number of hours spent by its personnel on the Project, based upon the rates set forth on Schedule "C" attached hereto and made a part hereof.

B. Bill Approval Procedures: All statements presented in connection with the Project shall be approved by the Village and the Town prior to payment. For purposes of such approvals the following personnel shall be authorized to approve statements for the Village: J. Peter Yendell, the Mayor; and Gary Treat, Village Trustee. For purposes of such approvals, the following personnel shall be authorized to approve statements for the Town: A. Ronald Yorks, the Town Supervisor; and Kenneth G. Schrieb, Town Board Member.

6. Billing Procedures; Maintenance and Expenses:

After construction, the Village and the Town (District) each reserve the right to select the billing mechanism and methodology applicable to service within their jurisdictional areas. Each shall be responsible for payment for water used by its constituents as metered.

Operation and maintenance costs are to be borne by the Village and the Town (District) individually. However, maintenance of the transmission main, pumping station and water tower, and the amortization of contracted debt on the water tower from date of commencement of water service in the Town portion of the project

shall be borne from said date until December 31, 1988 by each party in the proportion of Eighty-four Percent (84%) attributable to the Village and Sixteen Percent (16%) attributable to the Town during the first full year of service, which period shall be construed to commence with the date of operation of the new Transmission main. Annually thereafter, on the "anniversary date" of the commencement of operation of the new watermain, the proportionate responsibility of each municipality for their respective share of the expense or maintenance of the improvements and debt set forth in this paragraph shall be recalculated as follows:

As of January 1, 1989, the actual utilization rate of water supplied to the Town District and the Village by the City of Rochester, respectively, as measured by the number of gallons of water supplied to water users and monitored according to regular metering of such usage, shall be determined. If such period of usage shall have been for a period of days fewer than three hundred sixty-five (365) in number, the metered usage shall be adjusted for purposes of determining this calculation so as to achieve an annual utilization rate based on the fractional time period during which water was available for use. Said proportion shall be effective for one (1) year of calculation.

The actual utilization rate of water thus supplied to users by the City of Rochester in the Town District and the Village shall then form the basis for the relative responsibility of each

above-mentioned party for maintenance and for debt service expenses. For example, if in a given calendar year One Hundred Million (100,000,000) gallons of water are metered at the point of entry into Livingston County, and it is determined that Village users consume Eighty Million (80,000,000) gallons, the Village shall bear eighty percent (80%) of the responsibility for maintenance and for debt service expenses as above-mentioned; the remaining percentage, or twenty percent (20%) shall be borne by the Town District.

Thereafter, as of the first day of January in each successive year, the proportional share of maintenance and debt-service expense shall be determined as above provided.

~~Notwithstanding the foregoing, it is agreed by and between the parties hereto that the proportional expense borne by the Village shall never exceed the initial percentage proportion of Eighty-four Percent (84%).~~ *A.R.Y.*

7. This Agreement shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Town and the Village have executed this Agreement as of the day and year first above written.

VILLAGE OF LIMA

By: J. Peter Yendell
J. PETER YENDELL, Mayor

TOWN OF LIMA

By: A. Ronald Yorks
A. RONALD YORKS, Supervisor

INTERMUNICIPAL AGREEMENT

This Agreement made this 10 day of September 2019, by and between the **VILLAGE OF LIMA**, a municipal corporation organized and existing under the laws of the State of New York with offices located at 7329 East Main Street, Lima, New York, the **TOWN OF LIMA**, a municipal corporation organized and existing under the laws of the State of New York with offices located at 7329 East Main Street, Lima, New York, and the **TOWN OF AVON**, a municipal corporation organized and existing under the laws of the State of New York with offices located at 23 Genesee Street, Avon, New York.

RECITALS:

WHEREAS, the Village of Lima is the owner and operator of a municipal water system that primarily serves the residents and customers of the Village of Lima, but also includes out-of-district water users/customers located outside the Village of Lima limits in the Town of Lima; and

WHEREAS, the Town of Lima is the owner and operator of various water districts in the Town of Lima, including Water District No. 2, which is operationally interconnected with the Village of Lima municipal water system through its supply lines originating at the pumping facility located at the north line of the Town of Lima, and the water tower located in the Village of Lima; and

WHEREAS, the Village of Lima and the Town of Lima have since 1987 entered into an annual intermunicipal agreement defining the respective financial responsibilities of the two municipalities as to the joint elements of their respective water systems; and

WHEREAS, the Village and Town of Lima obtain their municipal water supply from the City of Rochester, through a long-term contract agreement by which their water supply is sourced from Hemlock Lake and from Lake Ontario, through a connection to water lines located in the Town of Mendon, Monroe County; said water supply lines located outside the Town of Lima are owned and maintained by the Monroe County Water Authority and/or the City of Rochester. The point of connection for said water supply to the Village and Town of Lima is a metering structure fronting upon Rochester Road, located in Lima on the Lima/Mendon town line; and

WHEREAS, the Town of Avon is the owner and operator of a municipal water system that primarily serves the residents and customers of the Town of Avon; and

WHEREAS, the Town of Avon obtains its municipal water supply from the Village of Avon, through a contract agreement, said water supply being furnished with water sourced from Conesus Lake, through a connection to water lines located in the Village of Avon; and

WHEREAS, the Village of Lima has scheduled various improvements in its water delivery infrastructure, which said improvements are to benefit the Village of Lima municipal

water system as well as the Town of Lima Water District No. 2, which said improvements are planned to be constructed within the next twenty-four (24) months; and

WHEREAS, the Village and Town of Lima have anticipated a possible emergency need for an alternative water source in the event that the current water supply furnished by the City of Rochester is temporarily inoperable, or the water supply is temporarily insufficient for the needs of the Village of Lima and the Town of Lima Water District No. 2 and their customers, whether such supply interruption is caused by act of nature or improper interference with said water supply; and

WHEREAS, in the furtherance of its planned water delivery infrastructure improvements, the Village of Lima has arranged to extend a new water supply service line from its present point of termination at or near the west line of the corporate limits of the Village of Lima at West Main Road, to a point on the east line of the Town of Avon (being the west line of the Town of Lima), at or in immediate proximity to the Town of Avon water tower, said new water supply service line to run entirely within the Town of Lima; and

WHEREAS, to the extent it is able, the Town of Avon is willing, *on an emergency basis only* to temporarily supply the Village of Lima with water through the new water transmission line to be connected to the Town of Avon water supply; and

WHEREAS, to the extent it is able, the Village of Lima is willing, *on an emergency basis only* to temporarily supply the Town of Avon with water through the new water transmission line to be connected to the Town of Avon water transmission system; and

WHEREAS, both the Village and Town of Lima and the Town of Avon are willing to assist one another in time of special need by sharing water supply or water transmission services or equipment on a case-by-case emergency basis,

NOW, THEREFORE for good and valuable consideration the receipt of which is acknowledged, it is hereby agreed as follows:

1. The parties to this Agreement agree that the Village of Lima shall be solely and exclusively responsible to construct and maintain the new emergency water transmission line (hereafter Emergency Water Line) running from a point of connection to the Town of Avon water source at or near the town corporate lines between the Town of Lima and the Town of Avon at or near West Main Road (Routes 5 & 20) and the Village of Lima.
2. The Village of Lima and the Town of Lima agree that the cost of construction and maintenance of the Emergency Water Line and any equipment or infrastructure situated at the terminus of the Emergency Water Line at the point of intersection with the Town of Avon water supply system will be shared by and between the Town of Lima (through one or more of its water districts) and the Village of

Lima, as established by and through the annual intermunicipal agreement regulating the use and maintenance of the joint system.

3. The Village of Lima and the Town of Lima agree that to the extent that any infrastructure or related amenity connected to the new Emergency Water Line (extending through the Town of Lima to the Lima/Avon town line) are made at the written request of the Town of Lima and/or a water district of the Town of Lima for the sole benefit and use of the Town of Lima and/or a water district of the Town of Lima, any expense associated with the design, construction, installation or materials and equipment that shall be necessitated shall be the sole and exclusive expense of the Town of Lima and/or its water district(s), both at the time of initial construction and installation and at all times thereafter.
4. All of the parties to this Agreement agree that in the general course of operation and maintenance of the respective municipalities' independent water transmission systems, the actual flow or interchange of waters from one system to the other shall *not* be generally permitted; it is agreed that the flow or interchange of water from one municipal system to the other shall *not* take place except upon joint and mutual written agreement between the parties to this Agreement, which shall occur only on an emergency basis.
5. This Agreement is made to facilitate emergency preparation only, and is not presently intended to provide a second or alternate source of public water to any municipality which is a party to this Agreement. In the event that the parties choose at some future time to mutually buy and sell water from one another, this Agreement shall not be sufficient for said purpose, and a new agreement between the municipalities must be negotiated in order to do so.
6. In the event of emergency need, which is intended to describe a situation in which one of the parties to this Agreement is unable and incapable to supply its customers with water, this Agreement shall function to provide an alternate source of water on a temporary basis to such extent that the party providing such water shall be able to do so, at its sole discretion, without creating a shortage of capacity to supply its own customers.
7. This Agreement may be terminated by any party hereto upon delivery of written notice to the other parties to this Agreement, which said written termination notice is to be delivered to the other parties to this Agreement no less than one hundred eighty (180) days prior to the effective date of termination.
8. This Agreement shall be governed by the laws of the State of New York.
9. Each party to this Agreement agrees to indemnify and hold the other parties to the Agreement harmless from any costs, damages, claims and expenses that may accrue to their respective water delivery infrastructure attributable to the use and/or operation and/or maintenance of the connection point of the two (2)

municipal water systems, excepting only the negligence of any employee of one of the parties involving the equipment, infrastructure or services provided for under this Agreement. However, such indemnification provisions shall not apply to any costs, damages, claims and expenses that may accrue as a result of the quality or quantity of water provided pursuant to this Agreement. It is specifically acknowledged by the Parties that this Agreement does not guarantee or warrant the availability of any particular amount of water during an emergency situation at any given time, nor does this Agreement provide for any representations or warranties as to the quality of any water provided hereunder.

10. Unless otherwise specifically provided for in a written agreement, any *services* performed or furnished by a municipal party in an emergency situation pursuant to this Agreement shall be without fee or cost to the other municipality. In the event that water is furnished to the other municipality, it shall be furnished only on a temporary basis and to the extent that such water is available in the context of an emergency. The municipality furnished with water shall compensate the furnishing municipality by paying that municipality for the water furnished at the rate charged to that municipality by its supplier. In the absence of a meter or gauge that can precisely determine the quantity of water used, it is agreed that the quantity of water used by the benefitted municipality shall be determined by reference to the municipality's water usage records for the same month of the preceding year, divided by the number of days in that month, and multiplied by the number of days such water is provided pursuant to this Agreement.
10. The Agreement sets forth the entire understanding between the parties on the subject matter set forth herein and may be changed only in a writing signed by the parties.

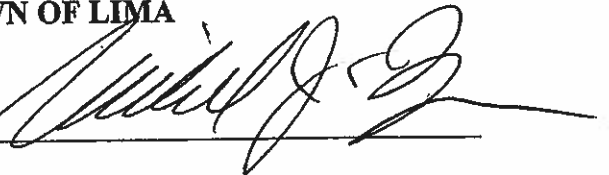
TOWN OF AVON

By: 

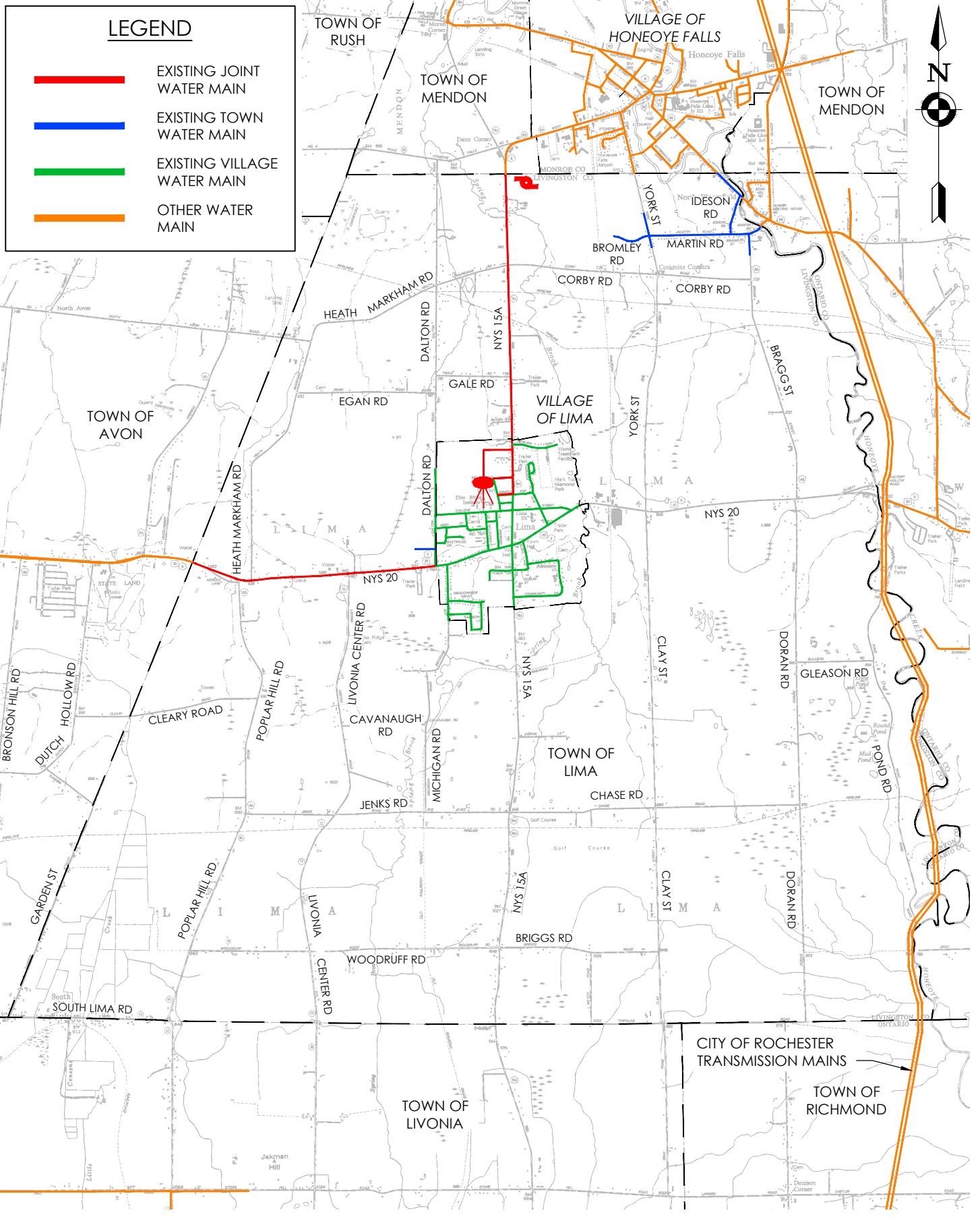
VILLAGE OF LIMA

By: 

TOWN OF LIMA

By: 

Referenced Drawings: None
 Drawing Name: J:\PROJECTS\Lima, Town\General\Water\Town Wide Water\Town Wide Water 2021_02_18.dwg
 Date last accessed: 8/15/2022 2:09 PM
 Date last plotted: 8/15/2022 2:09 PM
 Plotted By: Kathrine Schusler



205 ST. PAUL STREET, SUITE 500
 ROCHESTER, NEW YORK 14604
 TEL (800) 274-9000
 FAX (585) 232-5836

CPLteam.com

ARCHITECTURE • ENGINEERING • PLANNING

DATE: 08/15/2022
 DRAWN: NCB
 CHECKED: ECW
 SCALE: 1" = 5,000'
 PROJ. #: 12372.00

LOCATION MAP

V/T LIMA JOINT INFRASTRUCTURE

TOWN OF LIMA, NEW YORK

Procedure and example of Town Water meter reading done monthly

First you start off at the pump house and get a total from the meters of how much water was pumped out of the building **4,775,000**

Then you go to the meter pit at the Baptist school and read the 4 inch meter and get a total of what went thru the meter for the past month and into the Village. **4,516,000**

The difference is the amount used by the Town from the pump house to the Meter pit while the pumps were running. **259,000**

Then you read the 2 inch low flow meter and the 6 inch high flow meter and get the total for the month that feeds the town when the pump isn't running 2 inch **406,000** 6 inch **0**

Then you add them all together and get the total amount used by the Town

$259,000 + 406,000 + 0 = 665,000$ gallons

①

There are check valves in the pit, so the water can only come into the Village thru the 4 inch water line in the meter pit while the pumps are running, and only go back to the Town thru either the 2 inch low flow or the 6 inch high flow water lines when the pumps aren't running. Most of the water goes thru the 2 inch line for the Town when the pumps aren't running. The 6 inch line only gets used during a high demand or when the hydrants are getting used.

Ontario Water Tap LLC

5066 Maxwell Rd

Farmington, NY 14425

ontariowatertap@rochester.rr.com

Estimate

Date	Estimate #
1/5/2024	248

Name / Address
Livingston County Water & Sewer 1997 D'angelo Dr. PO Box 396 Lakeville, N.Y. 14480

Project

Description	Qty	Rate	Total
Leak detection (Per Day) Town of Lima		1,200.00	1,200.00
Additional Charges:2% after 30 days			
Total			\$1,200.00

Water Supply Agreement

Town of Lima

Water District No. 2

and

Village of Lima

July 2nd, 2018

AGREEMENT

THIS AGREEMENT, made this 2nd day of July, 2018 by and between the CITY OF ROCHESTER, a municipal corporation, having offices at City Hall, Rochester, Monroe County, New York (hereinafter referred to as the "City"), the TOWN OF LIMA WATER DISTRICT NO. 2, located in Livingston County, New York (hereinafter referred to as the "District"), and the VILLAGE OF LIMA, having offices at Village Hall, Lima, Livingston County, New York (hereinafter referred to as the "VILLAGE").

WHEREAS, the City operates a waterworks and has a surplus supply of water available; and

WHEREAS, the District, the Village and the City have an existing water purchase and sale agreement which is due to expire on June 30, 2018; and

WHEREAS, the City wishes to continue supplying water to the District and the Village and the District and Village wish to continue purchasing water from the City.

NOW, THEREFORE, pursuant to City Ordinance No. 2018-200 and pursuant to resolutions of the Commissioners of the District adopted the 19th day of April, 2018 and by the Board of the Village of Lima adopted on the 19th day of April, 2018, it is mutually agreed as follows:

1. The City agrees to supply water to the District and Village and the District and Village agree to pay for water supplied upon the following terms and conditions.
2. The maximum quantity of water to be furnished by the City shall be two hundred seventy five thousand (275,000) gallons per day.
3. The City agrees to consider increasing the maximum quantity if the District demonstrates a demand greater than or equal to 90% of the maximum quantity for a thirty (30) consecutive day period, and if the supply is available.

4. Water to the District is supplied through a metered connection to a Monroe County Water Authority (MCWA) water distribution main located west of the Village of Honeoye Falls, south of the intersection of Main Street and State Route 15A.
5. The cost of water shall be of a tiered structure as shown below and subject to revision on July 1 of each successive contract year:
 - a) For water supplied up to 8 million gallons per month, a rate of 4.75 times the then applicable City and MCWA Exchange Rate (current Exchange Rate is \$0.47 per one thousand (1,000) gallons).
 - b) For water supplied in excess of 8 million gallons per month and less than 10.5 million gallons per month, a rate equal to 6.0 the then applicable Exchange Rate.
 - c) For water supplied in excess of 10.5 million gallons per month, a rate of no greater than 110% of the then applicable MCWA Out-of-County Supplemental Supply Rate.
6. The City will take the master meter readings and will bill the District and Village monthly for the water supplied, and the bill shall be due and payable within thirty (30) days thereafter.
7. At the metered point of delivery to the District and Village, the meter shall be maintained by the City within the accuracy limits specified for repaired meters in the latest revision of the American Water Works Standard for Testing Cold Water Meters. The cost of such maintenance shall be paid by the City. Either party shall have the right to test the meter accuracy at any reasonable time.
8. For any period of time which, in the opinion of the City, a meter has stopped registering or is under-registering at a metered point of delivery, the City will issue its bills based upon estimated consumption, derived from actual consumption during the corresponding months of previous years or such other data as may be reasonable. The City shall repair any defective meter within two months after the City's Director of Water learns of the defect.

9. The District and Village agree to operate and maintain the connection between the supply pipe and point of master metering to the satisfaction of the City. The City reserves the right to make repairs between the connection and the meter and bill the District and Village therefor, in the event the District and/or Village do not make the repairs required by the City within a reasonable time. Such repair bills shall be due and payable thirty (30) days from date of billing.
10. Any pumping required shall be provided and maintained by and at the expenses of the District and Village. Any plans for the construction of new or modification to existing pumping facilities must be approved by the City's Director of Water prior to the start of construction.
11. In the event of an emergency or other necessity, the City shall have the right to shut off the flow of water for such periods as necessary. The City shall restore the service and make water available as soon as it can reasonably do so. However, the City shall not be liable in damages to the District or the Village or its consumers for such interruptions of the water supply.
12. The City makes no guarantee as to quantity, quality, pressure or continuity of service, nor shall the City be liable for any deficiencies in the water service.
13. In the event of a drought emergency, whereby the City's Hemlock-Canadice Supply is under the DEC regulated *Drought Emergency Plan*, The District and the Village agree to enforce water conservation measures as applicable to assist in lowering water demand.
14. The District and Village agree that if the City determines that the water system is potentially capable of polluting or contaminating the supply system, the District and/or Village will install a backflow prevention device approved by and acceptable to the City. Such installation shall be made within sixty days (60) days after notification by the City, or the City may install such devices at the District's and Village's expense and bill the District therefor and such bills shall be due and payable thirty (30) days from date of billing.
15. The District and Village agree not to transmit or resell water purchased from the City to any other water district, authority or municipality, without approval by the City's Director of Water.

16. All notifications and correspondence pursuant to this Agreement shall be deemed duly made if communicated in writing by first class mail addressed as follows:

City of Rochester: Director of Water
City of Rochester
10 Felix Street
Rochester, New York 14608

Town of Lima-Water District No. 2 Supervisor, Town of Lima
7329 E. Main Street
Lima, New York 14485

Village of Lima Mayor, Village of Lima
7329 E. Main Street
Lima, New York 14485

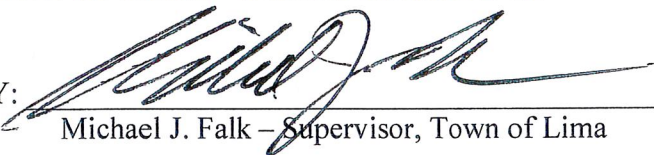
17. The term of this Agreement shall be twenty (20) years from the date of execution. From and after twenty (20) years following the date of execution, the terms of this Agreement shall be of no further force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: 
Lovely A. Warren – Mayor, City of Rochester

TOWN OF LIMA - WATER DISTRICT #2

BY: 
Michael J. Falk – Supervisor, Town of Lima

VILLAGE OF LIMA

BY: 
Carl Luft – Mayor, Village of Lima

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 2nd day of July, 2018, before me the subscriber, **Lovely A. Warren**, personally known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor, City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

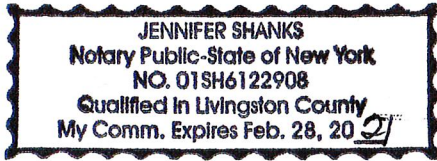
Angela Sorber
Notary Public

ANGELA SORBER
Notary Public, State of New York
Monroe County
Registration # 01SO4888920
Commission Expires April 6, 2019

STATE OF NEW YORK)
COUNTY OF LIVINGSTON) SS:

On this 5th day of June, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared **Michael J. Falk**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer Shanks (Heim)
Notary Public



STATE OF NEW YORK)
COUNTY OF LIVINGSTON) SS:

On this 8th day of MAY, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared **Carl Luft**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Linda Banfield
Notary Public

LINDA BANFIELD
Notary Public, State of New York
Reg. No. 01BA6094020
Qualified in Livingston County
My Comm. Expires June 16, 2019



RESOLUTION NO. 2024 - 09

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LIMA AND VILLAGE OF LIMA

WHEREAS, the Village of Lima (“Village”) is the owner and operator of a municipal water system that primarily serves the residents and customers of the Village, but also serves out-of-district water users/customers located outside the Village limits within the Town of Lima (“Town”); and

WHEREAS, the Town is the owner and operator of various water districts in the Town of Lima, including Water District No. 2 and Water District No. 4, which are operationally interconnected with the Village municipal water system through its supply lines originating at the pumping facility located at the north line of the Town, and the water tower located in the Village; and

WHEREAS, the Town and Livingston County Water and Sewer Authority (“Authority”) have entered into a long-term lease of the water distribution facilities, so that the Authority is now responsible for operating all of the Town’s water districts, including Water District No. 2 and Water District No. 4 (the “Lease”); and

WHEREAS, the Lease makes the Authority responsible for providing all water services to the customers in Water District No. 2 and Water District No. 4; and

WHEREAS, on May 26, 1987 the Village and Town entered into a Municipal Cooperation Agreement (“MCA”), which provided for the construction and operation of a shared water source and delivery system for Town Water District No. 2 (in which a water transmission line was located) and for the Village through a connection to the existing Village water tower (the “Project”); and

WHEREAS, the MCA also described how the Village and Town would annually share the responsibility and expenditures for the operation and maintenance of the infrastructure constructed as part of the Project, with the Village paying approximately 85% of the same at the time of said agreement; and

WHEREAS, the Village and the Authority (on behalf of the Town of Lima) obtain their municipal water supply for Lima customers from the City of Rochester through a long-term contract agreement. Their water supply is sourced from Hemlock Lake and from Lake Ontario and is delivered through a connection to water lines located in the Town of Mendon, Monroe County. The water supply lines located outside the Town are owned and maintained by the Monroe County Water Authority and/or the City of Rochester. The point of connection for said water supply to the Village and Town/Authority is a pump station fronting upon Rochester Road (New York State Route 15A), located in Lima on the Lima/Mendon town line (“Pump Station”); and

WHEREAS, on September 10, 2019 the Town and Village entered into an Intermunicipal Agreement (“IMA”), which detailed various improvements and updates to the Village and Town water delivery infrastructure related to the installation of an emergency water supply main extension along New York State Route 5 and 20, Village water tank rehabilitation, and replacement of water main along New York State Route 15A and Seneca Avenue in the Village (“2019 Improvement Project”). Such

improvements were deemed to benefit the Village municipal water system as well as the Town of Lima Water District No. 2 and Water District No. 4; and

WHEREAS, the Village built, improved and operates the shared water infrastructure from the Project and the 2019 Improvement Project, which collectively serves the Village and Town; and

WHEREAS, the Parties are desirous of updating the MCA to accurately reflect the shared water infrastructure from the Project and the 2019 Improvement Project, as well as financial responsibilities for the operation and maintenance of said infrastructure and how future capital investments to said infrastructure will be determined, executed and paid for; and, now therefore be it,

RESOLVED, that the Livingston County Water and Sewer Authority Board hereby authorizes the Executive Director to sign any and all necessary Intermunicipal Municipal Agreement documents with the Town of Lima and Village of Lima, subject to review and approval by the Authority Attorney

February 21, 2024

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2024 - 10

RESOLUTION DECLARING EQUIPMENT AS SUPRLUS PROPERTY

WHEREAS, in accordance with Section 24 of the Livingston County Water & Sewer Authority (LCWSA)'s Purchasing and Disposition Policy, the LCWSA Board hereby declares the following equipment as surplus:

<u>Description</u>	<u>Serial No/VIN #</u>
Misc. Filing Cabinets (5)	
Gorman Rupp 4" Trash Pump	498379
Homelite 3" Trash Pump	
Koshin 2 1/2" Trash Pump	D02111568
Tell Trash Pump	
John Deere Snowblower TR532	HMSK1001591182T
Husqvarna FS 400LV Road Saw	20194900684
2017 Ferris IS2100Z Zero Turn Mower	2017904119

RESOLVED, that the Livingston County Water & Sewer Authority Board hereby authorizes the Director of Operations to dispose of the above equipment in accordance with LCWSA's Purchasing and Disposition Policy

February 21, 2024
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS: