

Official Minutes

A Regular meeting of the Town Board of the Town of Lima, County of Livingston and the State of New York was held at the Town Hall, 7329 East Main Street, Lima, New York, on the 3rd day of July 2015 at 7 P.M. Notice was printed in the Mendon-Honeoye Falls-Lima Sentinel.

PRESENT: Supervisor, Pete Yendell
 Councilperson, Cathy Gardner
 Councilperson, Bruce Mayer
 Councilperson, Dan Marcellus
 Councilperson, Bill Carey
 Town Clerk, Jennifer Shanks
 Highway Superintendent, Keith Arner
 Town Attorney, Steve Kruk

Supervisor Yendell called the meeting to order at 7:00 P.M., with the Pledge to the Flag.

Audit of Claims

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

General Funds:	No. 182 through 219	\$ 15,016.18
Water Funds 1, 2, &3:	No. 24 through 28	\$ 2858.75
Highway Funds:	No. 120 through 136	\$ 19,763.50

On a motion by Councilperson Gardner approving the above vouchers, seconded by Councilperson Carey the vote went as follows:

CARRIED: Ayes: 5 Yendell, Gardner, Marcellus, Mayer, Carey
 Nays: 0

June 4th Town Board Minutes

The minutes of the June 4th meeting were approved on a motion by Councilperson Mayer, seconded by Councilperson Gardner, the vote went as follows:

CARRIED: Ayes: 5 Yendell, Gardner, Marcellus, Mayer, Carey
 Nays: 0

Guest(s): Jerry Kleehammer, D. Chase and Marc Krieger

Reports

Supervisor Yendell read through the Supervisor's report to the board. A motion made by Councilperson Mayer to accept the Supervisor's Reports, seconded by Councilperson Gardner, the vote went as follows:

CARRIED Ayes: 5 Yendell, Gardner, Marcellus, Mayer, Carey
 Nays: 0

Open Public Hearing

Local Law # 1 of 2015

Supervisor Yendell opened the public hearing at 7:05 for Local Law #1 of 2015 - a local law authorizing the use of best value award methodology in the competitive bidding process as authorized by section 103 of the general municipal law and as defined in section one hundred sixty-three of state finance law. No comment or discussion at this time. Said Law in its entirety is below.

Resolution #2 of 2015

Authorizing the Adoption of the 2015 Livingston County, NY All-Hazards Mitigation Plan

Resolution Number #2 of 2015

A Resolution of the Town Board of the Town of Lima

Authorizing The Adoption of The

2015 Livingston County, NY

All-Hazards Mitigation Plan

WHEREAS, all jurisdictions within Livingston County have exposure to natural hazards that increase the risk to life, environment, and the County and local economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster mitigation programs; and

WHEREAS, a coalition of Livingston County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Livingston County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the Town of Lima:

1. Adopts in its entirety, the 2015 Livingston County All-Hazards Mitigation Plan (the Plan) as the jurisdictions Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertains to this jurisdiction.
2. Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Mitigation Planning Committee as described with the Plan.
5. Will help to promote and support the mitigation success of all participants in this Plan.
6. Will incorporate mitigation planning as an integral component of government and partner operations
7. Will provide an update of the Plan in conjunction with the County no less than every five years.

PASSED AND ADOPTED on this 2nd day of the July, 2015 by the following vote:

AYES: 5 Yendell, Gardner, Mayer, Marcellus, Carey
NAYS: 0
ABSENT: 0
ABSTAIN: 0

ATTEST: Jennifer Shanks, Town Clerk of Town of Lima

SEAL:

Policy Regulating Permitted Work within the Public Right-of-Way Permanent Easement for Utilities and General Municipal Purposes and Supplemental Water Service Agreement

This policy was adopted by the Town Board by Resolution in 2010:

PERMANENT EASEMENT FOR UTILITIES
AND GENERAL MUNICIPAL PURPOSES
AND SUPPLEMENTAL WATER SERVICE AGREEMENT

THIS INDENTURE, made this 8th day of July, 2015 between **MARC KRIEGER**, residing at 111 Willard Road, Pittsford, New York 14534, hereinafter referred to as first party/grantor, and the **TOWN OF LIMA**, a municipal corporation with an address of 7329 East Main Street, Lima, New York 14485, hereinafter referred to as second party/grantee, *and* the **VILLAGE OF LIMA**, a municipal corporation with an address of 7329 East Main Street, Lima, New York 14485, hereinafter referred to as Village;

WITNESSETH:

That the first party in consideration of One and No/100 Dollars (\$1.00), lawful money of the United States, paid by the second party, the receipt of which is hereby acknowledged, together with other good and valuable consideration, has granted and released, and by these presents does grant and release to the **TOWN OF LIMA**, and to any agencies or instrumentalities of said municipal corporation, together with its successors or assigns, as grantee, a permanent easement to construct, alter, repair and maintain any public improvement and/or utility installation, including but not limited to water, sanitary sewer, drainage conduit or line, sidewalks, and/or for any other public purpose along and across the property of grantor, said easement area being more particularly described as follows:

All that tract or parcel of land situate in the Town of Lima, County of Livingston and

Record & Return to:
Kruk & Campbell PC

State of New York, being premises consisting of a parcel fronting upon the east and the west right-of-way line of Dalton Road, a portion of said parcel being shown on an instrument survey map filed in the Office of the Livingston County Clerk on the 18th day of June, 2015 and indexed as Microfilm Map AO 9640. Said premises is known as 1479 Dalton Road and as tax identifier map parcel number 26. - 2 - 14.

Being the premises known as tax identifier map parcel number 26. - 2 - 14.

The easement to be conveyed to the Town is defined as the area which is twenty (20) feet in width following and adjacent to both of the east and the west lines of the public right-of-way known as Dalton Road, running from the south line of the parcel of grantor to the north line of the parcel of grantor.

Additionally, in the event that the Town of Lima or its agents and/or assigns shall perform work within the described easement areas, the Town shall be authorized to work within an additional ten (10) foot *temporary* work easement adjoining the permanent easement, only for so long as it shall be necessary to enter upon said land to install, remove or maintain such easement amenity.

Notwithstanding the foregoing, this agreement acknowledges that certain existing improvements, including a block barn, silo and well, all as shown on the map depicting the premises located at 1479 Dalton Road filed in the Office of the Livingston County Clerk as Microfilm Map AO 9640 encroach within the defined easement area(s); such existing encroachments as depicted on said filed map are permitted to remain in their present location, and may be maintained as necessary.

Grantee shall have the full right of ingress and egress over and across such easement property, insofar as such right of ingress and egress is necessary to the proper use of any right granted herein. Grantor, its successors and assigns, shall have the right to use the premises for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted. Grantee shall repair any damage to Grantor's lands caused by Grantee's installation or regular maintenance of its utility lines or conduits or ditches or sidewalk, or any new line or related construction undertaken by Grantee or its assigns for and on behalf of Grantee, provided however, that Grantee shall not be responsible or held liable for any damage that may be occasioned upon the easement premises due to the necessary removal of any tree or woody shrub or bush, or any improvement located on said easement land by Grantor or Grantor's successors or assigns *subsequent* to the date of this instrument.

This Agreement shall not be construed to require the Town of Lima to install or construct any utility line or conduit or ditch or sidewalk, and it is expressly understood that the municipality shall not be obligated to construct or install any improvement within the easement area. In the event that any such improvement is made by the Grantee within the easement area, if the improvement is owned by or dedicated to and accepted by the Grantee, the said Grantee shall then be liable for all repairs and maintenance expenses of any line, conduit or sidewalk improvement held for the public benefit.

It is expressly agreed and understood by and between the parties to this agreement that the Grantee shall be authorized, but not required, to assign its easement interest in the premises owned by the Grantor. *Grantee may assign this easement to any municipality, governmental entity, or public utility, but not to any other party.*

It is further understood and agreed by and between Grantor and the Town of Lima that the Town of Lima will permit the Grantor and his heirs, successors or assigns the right to maintain and repair the private water line, as needed from time to time, insofar as it may be located within the actual right-of-way of Dalton Road, provided:

1. Before any work is undertaken, the Grantor must notify the Town Highway Superintendent of the need to work in the Town right-of-way, and all work must be permitted by and coordinated through the Highway Superintendent in order to avoid or minimize damage to the Town right-of-way or disruption of traffic.
2. At Grantor's expense, the Grantor must return the right-of-way to the condition in which it was found before the permitted work was undertaken, including repair to pavement, as necessary.
3. In the event it is necessary for Grantor to expose one or more substantial portions of the private water line for repair and replacement and/or to excavate large sections of the private water line located within the public right-of-way, the Town may require that the repaired water line be relocated within the easement area, if reasonably practical in the reasonable discretion of the Town. Repair of short sections of the private water line within the public right-of-way will not be sufficient to require relocation of said private water line. The Town requires that the Grantor comply with the Town of Lima Policy Regulating Permitted Work Within the Public Right-of-way (as adopted in 2010 and as may be amended by Board action, from time to time) in effecting any repairs or replacement of the private water line within the public right-of-way.

The Village enters into this Agreement in recognition that the Village presently supplies water from the municipal water system to the residential lot premises located at 1479 Dalton Road through a *private* water line owned and maintained exclusively by the owner of 1479 Dalton Road. The Village expressly disclaims any and all responsibility to monitor, test, maintain, service or repair said private water line and/or the connection of said water line to the Village water system, and/or any meter or meter pit, which responsibility shall remain exclusively with the owner of 1479 Dalton Road. The Village further disclaims knowledge of the precise location of said water line, as well as any recorded or formal easement for the private water line leading from the connection with the Village water supply system and the residence or structures located at 1479 Dalton Road.

The Village agrees to continue to allow the owner of 1479 Dalton Road to purchase water from the Village of Lima water supply system subject to the following conditions, which shall be binding on first party and on first party's heirs, successors and assigns, and shall run with the land, as follows:

1. First Party agrees that in the event that the Town of Lima should choose to form or extend a Town Water District to include the lands now owned by first party, that first party and/or their heirs, successors and/or assigns **shall be required to join and to be a part of the Town Water District** and shall cease to be a Village water customer. It is understood and agreed that first party and/or their heirs, successors and/or assigns shall at that time bear the same cost and expense associated with the creation or extension of such Town Water District as shall apply to all other property owners within such District. First party and/or their heirs, successors and/or assigns shall **not** have the option of continuing as a

Village water customer pursuant to this agreement in the event that a Town Water District is formed so as to include the lands fronting upon Dalton Road and owned as of the date of this agreement by first party.

2. Except for the owner of the residence located at 1479 Dalton Road (the premises known as Lot 2 of the Krieger Subdivision), no other person or party shall now or in future be entitled to tap the private water line, and no additional users shall be permitted to be added to such private water line, or furnished water from said private water line.
3. It is understood and agreed that the Village of Lima shall bill first party on a regular basis for the water used by first party, as metered. In the event that such water bills are unpaid for more than sixty (60) days beyond the due date, the Village reserves the right to deliver notice to the owner or the occupant of the property that the Village elects to **terminate** water service through the private water line. In such instance, the Village will deliver written notice of payment default to the owner or occupant of the property, which delivery may be accomplished by personal delivery or by certified mail, return receipt requested, advising the owner of the default and giving owner thirty (30) days to cure such default.

If the owner does not cure such payment default within the prescribed period and water service is terminated, all costs associated with such termination, including the disconnection of the actual service line from the main transmission line, shall be the expense of the owner of 1479 Dalton Road. The Village shall **not** be required to resume water service to any party or landowner located outside the Village corporate limits if water service is terminated because of non-payment of

water bills or assessments.

4. All collection costs, including reasonable attorney fees, that may result if the Village is required to take collection action against the first party/landowner for non-payment of water rates shall be the expense of the landowner. This condition is a material and important condition of this agreement; by signing this agreement, the landowner acknowledges and agrees, for the landowner and the landowner's successors or assigns, that the landowner undertakes and agrees to the terms of this agreement, including but not limited to the duty to pay for all costs and fees associated with water service disconnection and re-connection and for collection fees in the event of non-payment.
5. This agreement shall be recorded in the Office of the Livingston County Clerk in order to memorialize the conditions and terms of the permission to maintain the private water line connection to the Village water system as an out-of-district user. This agreement may not be modified by any party except by written agreement signed by all of the parties hereto, including any heir, successor or assign of first party then in ownership of the subject premises, which said written agreement is to be acknowledged and recorded in the Office of the Livingston County Clerk. The benefits and burdens of this agreement are intended to extend so as to benefit the successors and assigns of both parties.

This easement agreement shall not be modified by any party except by joint and mutual written agreement acknowledged and recorded in the Office of the Livingston County Clerk. The benefits and the burdens of this agreement are intended to extend so as to bind the grantor and the grantees, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 8th

day of JULY, 2015.

Marc Krieger
MARC KRIEGER, first party/grantor

VILLAGE OF LIMA

By: Carl Luft
Carl Luft, Mayor

TOWN OF LIMA

By: J. Peter Yendell
J. Peter Yendell, Supervisor

STATE OF NEW YORK)
COUNTY OF LIVINGSTON)ss:

On this 8th day of JULY, 2015, before me, the undersigned, a notary public in and for said state, personally appeared **MARC KRIEGER**, 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 they duly 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.

Stephen M. Kruk
Notary Public

STATE OF NEW YORK)
COUNTY OF LIVINGSTON)ss:

STEPHEN M. KRUK
Notary Public - State of New York
LIVINGSTON COUNTY
Commission Expires 4/30/20 19

On this 7th day of July, 2015, 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 acknowledgment 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.

JULIE A. MOULTON #01MO6054523
NOTARY PUBLIC, State of New York
Qualified In Livingston County
Commission Expires 2/3/19

Julie A. Moulton
Notary Public

STATE OF NEW YORK
COUNTY OF LIVINGSTON

)
)ss:

On this 8th day of July, 2015, before me, the undersigned, a notary public in and for said state, personally appeared **J. PETER YENDELL**, 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 acknowledgment 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.


Notary Public

JULIE A. MOULTON #01M06054523
NOTARY PUBLIC, State of New York
Qualified In Livingston County
Commission Expires 2/5/19

Steve Kruk gave the Town Board a document titled “Permanent Easement for Utilities and General Municipal Purposes and Supplemental Water Service Agreement.” He explained that the Agreement involved the Town, the Village and the owner of the home located at 1479 Dalton Road. Marc Krieger is the owner of the home; it is being sold to Dan Chase. Both attended the meeting. The agreement involves a private water line which has apparently been in use since at least 1945, and taps a Village water main as an out-of-district user. Because of the long duration of the water line arrangement with the Village, no formal agreement has ever existed. The Agreement offered to the Town formalizes the water delivery arrangement and is generally in accord with the Town of Lima Policy Regulating Permitted Work within the Public right-of-way. It further permits the maintenance and repair and replacement of the water line, as provided in the agreement. This Agreement is being brought to the attention of the Board because it may be interpreted as a variance from the Town Policy. The Agreement is entered into these Minutes. The board was in favor of formalizing the Agreement, and authorized its execution.

City of Rochester Wholesale Water Rate Increase

Supervisor Yendell read the letter received by City of Rochester. The letter notifies the Town of Lima that water rates will increase from \$1.55 to \$1.58 per 1,000 gallons effective July 1, 2015 for districts 1 and 2. This reflects a 1.62% increase based on the Consumer Price Index for the 2014 calendar year. The board agreed to increase the rates for districts 1 and 2 by .05 cents to keep funds in the reserves account. Motion by Councilperson Mayer to increase the rates, seconded by Councilperson Gardner, the vote went as follows:

CARRIED	Ayes: 5	Yendell, Gardner, Marcellus, Mayer, Carey
	Nays: 0	

C.E.N. Properties, LLC v. Town of Lima

No update at this time.

Replacing Mobile Homes on the Same Lot

Councilperson Mayer was asked by a constituent if a mobile home could be replaced on the same lot. The Town Code prohibits the erection or replacement of a mobile home on any lot outside of a mobile home park. Mobile homes can be replaced in a mobile home park. The Board also observed that the standards for constructing mobile homes have changed.

The Board may look into the issue of permitting mobile homes, and will discuss this issue at the August meeting.

Use of Fracking Waste

Town Attorney Kruk had been asked to determine if pursuant to the Town Code it was permissible in the Town of Lima to use production waste from the hydrofracturing process. This question was raised as Highway Superintendent Arner noted that the State uses or has used such waste on roads in place of salt. Kruk referred the Board to the Code definitely of “Natural Gas and/or Petroleum Exploration, Extraction or Production Wastes” and also to Section 205 -9C “Prohibition Against Natural Gas and/or Petroleum Exploration, Extraction or Production Wastes.” In his opinion these provisions would prohibit the use of hydrofracturing waste. Like most laws, it could be made more definite and certain if the Board felt that to be necessary. Separately, it was noted that the Town cannot control State action in this matter.

New Equipment Operator for Lima Highway Department

The board approved the hiring of permanent employee Tom Rodgers.

Village Vision Plan Public Meeting to Be Held

Councilperson Gardner informed the board that a public presentation for the Village of Lima Community Vision Plan will be held on July 8th at 7pm in the Town Hall board room. Community Design Center of Rochester will be presenting.

Park Regulations Incorporated into Town Code

Councilperson Gardner distributed a list of items that need more regular maintenance and repair at the Mark C. Tubbs Memorial Park. Councilperson Gardner went on to say that this topic arises periodically, most often from volunteer members of the Park Commission it may be worthwhile for the Town and Village to collaborate and develop a checklist of park maintenance standards in order to achieve greater continuity in the satisfactory upkeep of our park. Many communities have such ‘checklists’. She asked that Ben Luft develop a preliminary draft to be used as a final comprehensive list. Some recently reported needs at the park include: benches, bleachers, fences, flagpole, lawn, main pavilion, memorial markers, playground, restrooms, shrubs, stone dust trail and swings. It was agreed that Councilpersons Mayer and Marcellus will attend the Park Committee meeting and ask for their

opinion and bring back feedback to the August meeting then plan to speak with the Village about same. Councilperson Mayer and Marcellus will also find out what the electrical issues in the chowhut as a resident said the breaker keeps popping when trying to use the fryer.

Individual Announcements

Councilperson Gardner told the board that the Town's first newsletter has been mailed and would like to hear about any comments and feedback.

Close Public Hearing

Upon motion by Councilperson Mayer to close the public hearing at 7:45 PM for Local Law #1 of 2015, seconded by Councilperson Gardner, the vote went as follows:

CARRIED Ayes: 5 Yendell, Gardner, Marcellus, Mayer, Carey
 Nays: 0

Approve Local Law #1 of 2015

A motion to approve Local Law #1 of 2015, seconded by Councilperson Gardner, the vote went as follows:

CARRIED Ayes: 5 Yendell, Gardner, Marcellus, Mayer, Carey
 Nays: 0

TOWN OF LIMA

LOCAL LAW NO. 1 of 2015

A LOCAL LAW AUTHORIZING THE USE OF BEST VALUE AWARD METHODOLOGY, IN THE COMPETITIVE BIDDING PROCESS AS AUTHORIZED BY SECTION 103 OF THE GENERAL MUNICIPAL LAW AND AS DEFINED IN SECTION ONE HUNDRED SIXTY-THREE OF THE STATE FINANCE LAW

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

Section 1. Name of local law

 This law shall be known as the "Town of Lima Best Value Competitive Bidding Law."

Section 2. Findings and Intent

The State Legislature and Governor amended General Municipal Law §103 (A08692/S6117) on January 27, 2012 to provide local governments greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for service work on the basis of “best value,” provided that any political subdivision with a population of less than one million first pass a local law authorizing the use of the best value award process.

Enactment of this legislation provides additional procurement options to localities in ways that may expedite the procurement process and result in cost savings. The “best value” standard for selecting goods and services vendors, including janitorial and security contracts is critical to efforts to use strategic sourcing principals to modernize the supply chain and ensure that taxpayers obtain the highest quality goods and services at the lowest potential cost, while ensuring fairness to all competitors.

Taxpayers are not well served when a public procurement policy results in low unit costs at the outset, but ultimately engenders cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance. Best value procurement links the procurement process directly to the municipality’s performance requirements, incorporating selection factors such as useful lifespan, quality and options and incentives for more timely performance and/or additional services.

Even if the initial expenditure is higher, considering the total value over the life of the procurement may result in better value and long-term investment of public funds. Best value procurement also encourages competition and, in turn, often results in better pricing, quality and customer service. Fostering healthy competition ensures that bidders will continue to strive for excellence in identifying and meeting municipalities’ needs, including such important goals as the participation of small, minority and women owned businesses and the development of environmentally-preferable goods and service delivery methods. Best value procurement will provide much-needed flexibility in obtaining important goods and services at favorable prices, and will reduce the time to procure such goods and services.

Section 3. Definitions

“Best value” means the basis for awarding contracts for purchases and/or services to an offeror who optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis may also identify a quantitative factor for offerors that are small business or certified minority-owned or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law to be used in evaluation of offers for awarding contracts for services.

Section 4. Authorization

Town of Lima is hereby authorized to use best value as a basis for awarding purchase contracts and service contracts, excluding public works projects under NYS Labor Law Article 8, without regard to the amount of the expenditure, in addition to awarding such

contracts to the lowest responsible bidder furnishing the required security. The Town Supervisor shall determine when to use best value as a basis for awarding a purchase contract and service contracts, excluding public works projects under NYS Labor Law Article 8.

Section 5. Requirements

Where the basis for award is best value, the Town Supervisor shall document in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which whenever possible, shall be quantifiable and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.

The Town Supervisor shall select a formal sealed competitive bidding procurement process in accordance with NYS General Municipal Law and the Town of Lima Purchasing Policy and document its determination in the procurement record. The process shall include, but is not limited to, a clear statement of need; a description of the required specifications governing performance and related factors; a reasonable process for ensuring a competitive field; a fair and equal opportunity for offerors to submit responsive offers; and a balanced and fair method of award. Where the basis for award is best value, documentation in the procurement record shall where practicable include quantification of the application of the criteria to the rating of proposals and the evaluation results, or, where not practicable, such other justification which demonstrates that best value will be achieved.

The bid solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. Where appropriate the solicitation shall identify the relative importance and/or weight of cost and overall technical criterion to be considered by the Town Supervisor in its determination of best value.

The Town Supervisor shall develop procedures that will govern the award of contract on the basis of best value. These procedures shall be included in the Town of Lima Purchasing Policy and reviewed annually by the Lima Town Board in conjunction with its annual review and approval of the purchasing policy.

Section 6. Severability

If any clause, sentence, paragraph subdivision, section or part of this law or the application thereof to any person, individual corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 7. Effective Date

This local law shall take effect immediately upon filing with the New York State Secretary of State.

Move Into Executive Session

A motion by Councilperson Mayer to move into executive session at 7:45 PM, seconded by Councilperson Marcellus, the vote was unanimous.

Move Out of Executive Session

A motion by Councilperson Mayer to move out of executive session at 8:07 PM, seconded by Councilperson Marcellus, the vote was unanimous.

NO ACTION TAKEN.

Upon Motion by Councilperson Mayer to adjourn at 8:10 P.M., seconded by Councilperson Marcellus, the vote was unanimous.

Respectfully Submitted by:

Jennifer Shanks, CMC/RMC
Town Clerk