

Regular meeting of the Trustees, Village of Lyndonville was held on Monday, October 13, 2008 at the Village Hall. The meeting opened at 7:00 p.m.

PRESENT:	MAYOR	Marc F. Scarr
	TRUSTEES:	Wirt E. Bane
		Steve McAvoy
		James Whipple
Attorney for the Village		David C. Schubel
Code Enforcement Officer		Doug Rue
Supt. of Public Works		Terry M. Woodworth
Fire Chief		Larry Lonigan

Other people present – Carla Woodworth

RESOLUTION NO. 2008-62

APPROVAL OF THE MINUTES

On motion of Steve McAvoy, seconded by Wirt Bane, be it resolved that the minutes of the September 8, 2008 meeting be approved. Voted and carried.

REPORTS

Terry M. Woodworth –

- Terry reported on the pigging of the water intake.
- Reported that they are planning to repave Railroad Ave., the intersection of Housel and Main, and the Library parking lot, later this month.

Fire Co. –

- Larry reported that the 200 feet/4 lengths of hose test failed.
- There were 138 calls that the fire company responded to through the end of September.
- The washing machine is scheduled for installation on Wednesday.
- Presented Bruce Fumia as a member to the Fire Co.

David Schubel –

- David reviewed Local Law No. 2 for the year 2008, also known as a local law Enacting a Real Property Tax Exemption for Cold War Veterans. Public hearing to be set for the November 2008 board meeting.

Doug Rue –

- Reported that there is no fee on the fee list for fences. Suggested that the board add the minimum fee of \$25.00 for fences.
- Doug reminded the Village Board that he will be leaving the 1st of January. He would like to have Dan Wolfe come in and work a couple of days to review what is going on in the Village.
- Doug also reported that since he will not be employed by the Village and does not live within the Village he will not be able to represent the Village at the County Planning Board meeting. Jim Whipple suggested that Marc might ask John Belson if he would like to represent the Village in this position.

Jim Whipple – nothing

Steve McAvoy – nothing

Wirt Bane –

- Thanked Terry and the DPW for the nice job on the installation of the covert pipes on Lynwood Drive.

Marc F. Scarr –

- Reported that he will be going to the Lyndonville Foundation Meeting this month and asking for a \$20,000.00 grant to help with the cost of the sewer upgrade project.
- Marc reported that Dawn Metty has been hired as the School Crossing Guard. Dawn is scheduled to start work Wednesday, October 15, 2008.

RESOLUTION NO. 2008-63
PIGGING OF WATER INTAKE

On motion of Steve McAvoy, seconded by Jim Whipple, it is HEREBY authorized to approve the pigging of the water intake that occurred last week. Board members were contacted in advance of the monthly board meeting, as the job has to be completed pending weather conditions. Cost of pigging is in the amount of \$9,730.00 plus cost for divers. Voted and carried.

RESOLUTION NO. 2008-64
BRUCE FUMIA – FIRE COMPANY MEMBER

On motion of Wirt Bane, seconded by Steve McAvoy, the application of Bruce Fumia is HEREBY approved as a member of the Lyndonville Fire Co. pending the results of his physical. Voted and carried.

RESOLUTION NO. 2008-65
PUBLIC HEARING FOR LOCAL LAW NO. 2 FOR THE YEAR 2008 – ENACTING A REAL PROPERTY TAX EXEMPTION FOR COLD WAR VETERANS.

On motion of Wirt Bane, seconded by Jim Whipple, David Schubel is HEREBY authorized to set a public hearing for Local Law No. 2 for the year 2008, for the November 2008 board meeting. Voted and carried.

RESOLUTION NO. 2008-66
UPDATE TO FEE SCHEDULE

On motion of Steve McAvoy, seconded by Wirt Bane, the clerk-treasurer is HEREBY authorized to add the fee of \$25.00 for the processing of a building permit to the fee schedule for fences. Voted and carried.

RESOLUTION NO. 2008-67
HALLOWEEN HOURS

On motion of Jim Whipple, seconded by Steve McAvoy, it is HEREBY stated that the hours for trick or treating in the Village will be from 6 p.m. to 8 p.m. on Friday, October 31, 2008. Voted and carried.

RESOLUTION NO. 2008-68
REPORTING OF INJURIES

On motion of Jim Whipple, seconded by Steve McAvoy, it is HEREBY approved for the Mayor to send a Memo to all Departments stating that all Injuries are to be reported immediately to the Department Heads and or the Village Clerks Office. Voted and carried.

RESOLUTION NO. 2008-69
AGREEMENT WITH THE YATES COMMUNITY LIBRARY

On motion of Jim Whipple, seconded by Wirt Bane, Mayor Marc Scarr is HEREBY authorized to sign the agreement between the Village of Lyndonville and Yates Community Library. Voted and carried.

RESOLUTION NO. 2008-70

USE OF FACILITIES

On motion of Jim Whipple seconded by Wirt Bane, the Fire Company's auxiliary is HEREBY authorized to use the Fire Hall on Friday, December 12, 2008 for the Community Christmas Celebration. Voted and carried.

RESOLUTION NO. 2008-71

PAYMENT OF THE MONTHLY BILLS

On motion of Jim Whipple, seconded by Wirt Bane, the Clerk-treasurer is HEREBY authorized to pay the monthly bills as follows. Voted and carried.

Vouchers between 11245 and 11256 for September 2008

General Fund	\$5,426.25
Water Fund	\$35,085.55
Sewer Fund	\$2,084.51

Vouchers between 11257 and 11308 for the month of October 2008

General Fund	\$12,345.35
Water Fund	\$23,365.03
Sewer Fund	\$2,245.89

On the motion of Jim Whipple, seconded by Steve McAvoy, the meeting adjourned at 7:25 p.m.

Debra D. Miller
Clerk-Treasurer

AGREEMENT

AGREEMENT made this 13th day of October, 2008, by and between the Yates Community Library, a free association library, chartered by the Regents of the State of New York, with office at 15 North Main Street, Lyndonville, New York, 14098, (hereinafter referred to as "Library") and the Village of Lyndonville, a municipal corporation organized and existing under the Village Law of the State of New York with offices at 2 South Main Street, Lyndonville, New York, 14098, (hereinafter referred to as "Village")

WITNESSETH:

WHEREAS, the Library is in need of snow removal services during the winter months for removal of snow from the Library parking lot and sidewalks serving the Library, and

WHEREAS, the Library is in need of lawn mowing services to mow the lawns during the warm weather months located on the Library property, and

WHEREAS, the Village is in need of a source of electrical power in order to illuminate the Main Street bridge spanning Johnson's Creek, monument, Flag and dam, and

WHEREAS, the Village is willing to provide snow removal services during the winter months and lawn mowing services during the warm weather months upon certain terms and conditions, and

WHEREAS, the parties hereto determine it to be in the public interest to reciprocally provide the aforementioned services,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows: The Village shall remove snow from the Library's parking lot and sidewalks during the winter months and shall mow the lawns located on the Library property during the warm weather months.

1. The snow removal services and lawn mowing services shall be performed by the Village with use of Village employees and Village equipment. Such employees shall be considered to be employees of the Village during the course of performing such services and shall be covered under the Workers Compensation Law policy of the Village. Such snow removal shall be done in a fashion substantially similar to that rendered to Village owned parking lots and sidewalks. The Village, does not assume the liability for the sidewalks and the parking lot, and the Library shall be responsible for obtaining its own general liability insurance.
2. In consideration of the services being rendered by the Village as described hereinabove, the Library shall provide to the Village such electrical connections and electricity as is necessary for the Village to illuminate the Main Street Bridge, monument, Flag and dam at no cost or expense to the Village for the actual electricity used therefore.
3. In addition to the foregoing, the Village waives any water and sewer charges to the Library during the term of this Agreement.
4. The term of this Agreement shall commence October 1, 2008 and end on May 31, 2009. This Agreement shall automatically renew for additional one (1) year terms until terminated by either party. Either party may terminate this Agreement by thirty (30) days written notice.

Yates Community Library

By: _____

Village of Lyndonville

By: _____