

Special meeting of the Trustees, Village of Lyndonville was held on Friday, October 22, 2021 at the Village Hall. Meeting by teleconference via Zoom, the meeting opened at 1:35 PM

PRESENT: Mayor: John Belson
Deputy Mayor: Danny Woodward Jr.
Trustees: Anne Marie Holland
Kimberly Kenyon
Darren Wilson
Clerk-Treasurer Teri Woodworth
Supt. of Public Works Terry M. Woodworth
Code Enforcement Officer Dan Wolfe - via Zoom
Attorney Katherine Bogan - Absent
Fire Chief Ben Bane - Absent
Public – via Zoom: Paul Chatfield, Tara Mathias

NEW BUSINESS:

- Dollar General Waterline – Maintenance Agreement – Development Manager Tara Mathias from the Broadway Group LLC presented the Board with the following maintenance agreement for 30 North Main Street, Lyndonville, NY:

This Maintenance Agreement (this "Agreement") executed by The Broadway Group, LLC d/b/a TBG Alabama, LLC, an Alabama limited liability company ("Broadway"), as owner of that certain property located at 30 North Main Street, Lyndonville, New York (the "Property") and given to The Village of Lyndonville, New York (the "Village").

As owner of the Property and in exchange for issuance of a Certificate of Occupancy for the Property, Broadway agrees to the following for a period of three (3) years:

- 1. There is a newly installed section of a 12" diameter water main under the Property which Broadway has installed or caused to be installed due to its development on the Property and having to relocate a portion of the water main which was previously beneath the Property. The newly installed section of the water main under the Property has passed all required tests and inspections (the "Water Main").*
- 2. Broadway agrees to make any necessary repairs to the improvements installed by them as part of the relocation of the Water Main, including the Water Main, connections, fittings, and appurtenances for a period of three (3) years following the Village of Lyndonville issuance of the Certificate of Occupancy (C of O) for the Property.*
- 3. If the concrete dumpster pad on the Property is damaged during the course of any necessary repair or replacement of the Water Main or other municipal facilities on or under the Property, Broadway agrees that the Village will not be responsible for the repair of the concrete dumpster pad.*
- 4. Broadway understands and agrees that the 12" diameter Water Main installed across the above referenced property is an essential component of the Village of Lyndonville Water System to supply potable water to the south side of the Village of Lyndonville, south of Johnson Creek.*
- 5. Upon identification of a problem or a failure of the Water Main or its necessary support facilities installed by Broadway and their sub-contractors, the Village of Lyndonville shall notify Broadway. A determination shall be made by the Village of Lyndonville as to the extent of the problem (major or minor leak, catastrophic failure, etc.), and upon consultation with Broadway and the Village Engineer, develop a response plan based upon the severity of the problem. Given that the 12" Water Main relocated by Broadway serves the entire Village south of Johnson Creek, a catastrophic failure of the water system reducing the ability to supply water south of Johnson Creek will require immediate response to complete repairs. If Broadway is unable to mobilize a crew immediately to complete a repair, the Village, upon consultation with Broadway and the Village Engineer may obtain the services of a locally qualified pipeline contractor to complete the repairs and Broadway shall pay the costs associated with the repairs. In the event of a minor problem encountered, one that does not significantly impact the supply of water south of Johnson Creek, Broadway shall be notified by the Village of Lyndonville and the repairs shall be scheduled by Broadway and completed in a timely manner.*
- 6. If any necessary repairs or improvements done by Broadway are deemed defective or rejected by the Village, then Broadway will replace the same with work that is not defective. Further, Broadway will satisfactorily correct or repair or remove and replace any damage to ancillary property or improvements resulting from any work proscribed herein.*

*IN WITNESS WHEREOF, Broadway agrees to the above on the 22nd day of October, 2021.
THE BROADWAY GROUP, LLC, d/b/a TBG ALABAMA, LLC, an Alabama limited liability*

- Paul Chatfield from MRB Group expressed his concerns with not adding any successors should the property be sold within the next 3 years. Development Manager Mathias stated as part of the official minutes of the Village of Lyndonville; The Broadway Group LLC will honor the 3-year maintenance agreement regardless of ownership of the property. Trustee Woodward Jr inquired if something was to happen would the Village DPW be involved. Mayor Belson noted the Village DPW would be involved and oversee it. Trustee Wilson noted he felt it was a good agreement.

RESOLUTION NO 2021-80

DOLLAR GENERAL WATERLINE – MAINTENANCE AGREEMENT

ON MOTION of Trustee Wilson, seconded by Trustee Kenyon, to accept the maintenance agreement as presented by the Broadway group for the water line at 30 North Main Street.

Vote: 5 Ayes (Belson, Holland, Kenyon, Wilson, Woodward Jr.); 0 Nays; 0 Abstain

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- Mayor Belson noted Clerk-Treasurer Woodworth will get the agreement over to Code Enforcement Wolfe so he can issue the Certificate of Occupancy. Mayor Belson will have Clerk-Treasurer Woodworth email all the completed documents over to Tara.

ON MOTION of Trustee Woodward Jr., seconded by Trustee Holland, to adjourn the meeting at 1:50PM.

Vote: 5 Ayes (Belson, Holland, Kenyon, Wilson, Woodward Jr.); 0 Nays; 0 Abstain

Teri M. Woodworth
Clerk-Treasurer