

**Regular meeting of the Trustees, Village of Lyndonville was held on Tuesday, January 3, 2023 at the Village Hall. The meeting opened at 6:00 PM**

PRESENT: Mayor: John Belson  
Deputy Mayor: Danny Woodward Jr.  
Trustees: Anne Marie Holland  
Kimberly Kenyon  
Terry Stinson  
  
Clerk-Treasurer Teri Woodworth  
Supt. of Public Works Terry M. Woodworth - Absent  
Code Enforcement Officer  
Attorney Katherine Bogan  
Fire Chief Michael Heideman  
Public – Present:

**APPROVAL OF THE MINUTES**

**ON MOTION** of Trustee Woodward Jr. seconded by Trustee Kenyon, to accept the minutes of the December 5, 2022 regular meeting and the December 20, 2022 special meeting.

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

**PRIVILEGE OF THE FLOOR**

- Nothing

**USE OF FACILITIES**

- Nothing

**Report – Code Enforcement**

- Nothing

**Report – Police Dept**

- Nothing

**Report – Chief Heideman**

- Report

**Report – Attorney Bogan**

- Nothing
- Thanked on bond resolution -

**Report – Clerk-Treasurer Woodworth**

- Clerk-Treasurer Woodworth noted the new website is live and to provide any feedback or changes to her.
- Clerk-Treasurer Woodworth provided the Board with the budget to actual report for December 2022.
- Vouchers – Abstract A7-1 – A #16750 & #16816 to be paid for 2022-2023

General	\$ 15,965.58
Water	\$ 10,213.49
Sewer	\$ 13,255.34
<b>Grand Total</b>	<b>\$ 39,434.41</b>

**RESOLUTION NO 2023-1**

**VOUCHERS TO BE PAID FOR ABSTRACTS A7-1 – A8**

**ON MOTION** of Trustee Holland, seconded by Trustee Kenyon, to have Clerk-Treasurer Woodworth pay Abstracts A7-1 – A8 #16750 – #16816.

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

**Report – Superintendent Woodworth**

- Nothing - Absent

**Report – Trustee Kenyon**

- Nothing

**Report – Trustee Woodward Jr.**

- Trustee Woodward Jr. inquired where things stand with the Fire Departments budget and NYCLASS funds. Clerk-Treasurer Woodworth noted she’s still receiving invoices and hopes to have all final invoices by the February meeting.

**Report – Trustee Stinson**

- Nothing

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**Report – Trustee Holland**

- Trustee Holland asked where we stand with deeding everything over to the Fire District. Clerk-Treasurer Woodworth noted the survey hasn't come back yet, that should be in the next week or so.

**Report – Mayor Belson**

- Mayor Belson noted a report of what you do should be given.

**OLD BUSINESS:**

- Part-Time Police Officer – Mayor Belson noted he has two contacts possibly interested.
- Code Enforcement/Zoning Officer – Attorney Bogan recommended hiring the Code Enforcement/Zoning Officer as a Village of Lyndonville employee and just sharing the cell phone and training costs with the Town of Yates. Attorney Bogan noted she has reviewed the shared services contract for the cell phone and training and they look good. Attorney Bogan recommended that there be set hours that the Code Enforcement/Zoning Officer has at the Village Hall. The Board discussed the presented job offer letter for Code Enforcement/Zoning Officer.

**RESOLUTION NO 2023-2**

**CODE ENFORCEMENT/ZONING JOB OFFER LETTER – DAVID REESE**

**ON MOTION** of Trustee Kenyon, seconded by Trustee Stinson, to approve the job offer letter for David Reese as presented.

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

- Intermunicipal Shared Agreement with the Town of Yates for cell phone and training for Code Enforcement/Zoning Officer – The Board discussed the presented agreement:

**Intermunicipal Agreement for Code Enforcement (CEO) Training and Cell Phone  
Between the Town of Yates and Village of Lyndonville**

**WHEREAS**, Lyndonville desires to contract with the Town of Yates to share Code Enforcement training and cell phone to each respective municipality in accordance with Article 5-G of the General Municipal Law; and

**WHEREAS**, it is both desirous and the intent of Yates, and Lyndonville to enter into this agreement.

**WHEREAS**, the terms and conditions of this Agreement have been approved by a majority vote of the Municipal Boards of Yates and Lyndonville.

**NOW, THEREFORE**, in consideration of the foregoing, it is mutually agreed as follows:

1. It is agreed that Lyndonville shall pay to Yates their share, on a proportionate pro rata basis based on the number of tax map parcels contained within each Municipality. The municipalities shall request the County Director of Real Property Tax Services, for purposes of this Agreement, to annually determine the number of tax map parcels contained within each Municipality
2. It is agreed that Lyndonville shall pay Yates on the same proportionate pro rata basis as above-noted in #1, of the New York State Building Standards and Codes required training expenses. Training expenses shall be billed by Yates to Lyndonville within 15 days of incurring said expense. Said payments from Lyndonville shall be made to Yates within 30 days from receiving billed expense from Yates.
3. It is agreed that Lyndonville shall pay Yates on the same proportionate pro rata basis as above-noted in #1, of the Town of Yates CEO cell phone expenses. Cell phone expenses shall be billed monthly by Yates to Lyndonville within 15 days of incurring said expense. Said payments from Lyndonville shall be made to Yates within 30 days from receiving billed expense from Yates.
4. The terms and conditions of this agreement, including the CEO training and cell phone, shall be reviewed annually in September by each Municipal Board during the term of this Agreement. The CEO shall submit on or before September 15<sup>th</sup> of every year of this Agreement the next fiscal year's proposed training and cell phone expenses to the Chief Fiscal Officer of each Municipality. If any Municipal Board desires to make any amendments and modifications to the terms and provisions of this agreement, a joint session of the Municipal Boards shall be held at a time agreeable as soon as possible in October.
5. This agreement shall be effective as of January 1, 2023 and shall remain in effect for a period of one year except if terminated earlier as provided in #6.
6. Any of the parties may cancel this agreement for any reason with 60 days written notice delivered by first class mail, return receipt requested, to the Municipal Supervisor/Mayor of the other Parties. Termination shall be effective no sooner than the 60<sup>th</sup> day after receipt of such notice, or such other later date as specified in the notice. Yates shall be entitled to all payments for training and cell phone rendered under this agreement up to the effective date of termination, on a pro-rata basis.
7. This agreement shall be amended, modified or terminated only upon approval by a majority vote of the Municipal Board of each Municipality in the manner prescribed by law.
8. If any part, section or item of this agreement is deemed illegal or void, the remaining parts of this agreement will remain in effect.

Approved by Resolution of the Majority of the Municipal Board Members as attested by each Supervisor and Mayor as stated below:

**RESOLUTION NO 2023-3**

**INTERMUNICIPAL AGREEMENT CODE ENFORCEMENT (CEO) TRAINING AND CELL PHONE  
BETWEEN THE TOWN OF YATES AND VILLAGE OF LYNDONVILLE**

**ON MOTION** of Trustee Stinson, seconded by Trustee Kenyon, to approve intermunicipal agreement Code Enforcement (CEO) training and cell phone between the Town of Yates and Village of Lyndonville as presented.

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

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- Intermunicipal Agreement for Code Enforcement with the Town of Ridgeway, Town of Yates and the Village of Lyndonville – The Board discussed terminating the current agreement. Attorney Bogan recommended doing a resolution to terminate the agreement.

**RESOLUTION NO 2023-4**

**TO TERMINATE THE CURRENT INTERMUNICIPAL AGREEMENT CODE ENFORCEMENT (CEO) WITH THE TOWN OF RIDGEWAY, TOWN OF YATES AND VILLAGE OF LYNDONVILLE**

**ON MOTION** of Trustee Woodward Jr., seconded by Trustee Kenyon, to terminate the current intermunicipal agreement Code Enforcement (CEO) between the Town of Ridgeway, Town of Yates and Village of Lyndonville.

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

- Lyndonville Joint Fire District – The Board discussed with Attorney Bogan what could be transferred to the Lyndonville Joint Fire District. Attorney Bogan noted the equipment and the building content could be transferred but the property and building could not until the survey is complete the deed is filed. The Board tabled transferring of the NYCLASS funds until February to ensure the funds are not needed to pay any remaining bills.

**RESOLUTION NO 2023-5**

**TRANSFER OF THE ALL EQUIPMENT AND THE BUILDINGS CONTENTS FROM THE VILLAGE OF LYNDONVILLE TO THE LYNDONVILLE JOINT FIRE DISTRICT**

**ON MOTION** of Trustee Holland, seconded by Trustee Woodward Jr., to approve the transfer of all equipment and the buildings contents from the Village of Lyndonville to the Lyndonville Joint Fire District.

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

- Lyndonville Joint Fire District – Attorney Bogan noted the Board could do a resolution authorizing the Mayor to sign the deed once it's prepared.

**RESOLUTION NO 2023-6**

**AUTHORIZATION FOR MAYOR TO SIGN DEED TRANSFERRING LAND AND BUILDINGS FROM THE VILLAGE OF LYNDONVILLE TO THE LYNDONVILLE JOINT FIRE DISTRICT**

**ON MOTION** of Trustee Woodward Jr., seconded by Trustee Kenyon, to authorize Mayor Belson to sign the deed transferring the land and buildings from the Village of Lyndonville to the Lyndonville Joint Fire District as described in the survey description.

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

- Mayor Belson thanked DPW and Lyndonville Fire Department for their work during the last storm.

**NEW BUSINESS:**

- Nothing

**ON MOTION** of Trustee Woodward Jr., seconded by Trustee Kenyon, to adjourn the meeting at 6:24PM.

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

*Teri M. Woodworth*  
Clerk-Treasurer