

VILLAGE OF HEUVELTON
Regular Board Meeting
February 11, 2015

At 6:00 pm, Mayor Lashua called the meeting to order. Mayor Lashua opened the meeting with the pledge of allegiance. Trustees in attendance were Wood, Parish, Guardino and Knowlton. Also in attendance were T. Murray, DPW Superintendent, and N. Friot, Chief, HVFD. M. Hebert, resident arrived at 6:40 pm and J. Lightfoot, SLC Legislator arrived at 6:10 pm.

HVFD Report Chief Friot informed the Board that a new Jaws of Life would mounted on the new fire truck. TA80 will go for repair as soon as the fire department gets a loner truck. There was a discussion about the lawn mower races for Labor Day. A light plant will be donated for use during the Labor Day festivities and could possibly be purchased at a discount.

Sewer/Water All industries were in compliance this month.

Public Forum The Mayor introduced SLC Legislator J. Lightfoot. Mr. Lightfoot discussed the County Treasurer renewing the Bonds for the Jail which would be paid off within 10 years. The Legislators talked about rescinding a resolution about the money being given away which is coming from the Reservation. The County is discussing shared services with the Town and Village of Canton. The County is going to use DANC to spearhead the shared services discussion. The DEC and St. Lawrence County signed an agreement to allow redevelopment of the J&L Property which is now owned by the County. 18 acres out of 54 acres are not contaminated and the County is looking to develop the property. The County has hired a new HR Director and a new County Attorney. Mr. Lightfoot left at 7:00 pm.

Mayor's Report The Mayor updated the Board on the progress of the Blueway trail. The Blueway Trail was awarded a \$50,000 grant which is going to be used to hire a company to research developing areas along the Blueway Trail sights. The Mayor informed the Board that the Mayor's Association Dinner will be on 2/19/15 in Gouverneur. If anyone would like to attend please let the Village Clerk know before 2/18/15. The Mayor discussed the Village joining the Ogdensburg Chamber of Commerce. The fee for joining would be \$75.00.

RESOLUTION 15-019 **OGDENSBURG CHAMBER OF COMMERCE**
Offered by Mayor Lashua seconded by Tr. Wood. Trs. Parish, Knowlton and Guardino-yes.
Resolution to authorize the Mayor to submit an application for the Village to join the Ogdensburg Chamber of Commerce for a yearly fee of \$75.00.

Sidewalk The Mayor and the Board informed Mr. Murray that the DPW Crew is doing a good job with removing snow from the sidewalks. The DPW Crew has been working on the old trash truck so that they will be able to put a dump box on it.

RESOLUTION15-020

NYS DOT UNDERTAKING

Offered by Tr. Knowlton seconded by Tr. Parish. Mayor Lashua and Trs. Guardino, Wood-yes.

WHEREAS, the undersigned Village of Heuvelton, (hereinafter referred to as “Permittee”) from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the “NYSDOT”) and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee’s access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103,203, and/or 234 including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic, (including motorized and non-motorized travel) affected by Permittee’s operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practical after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration.

2. Applicable Rules, Regulations & Conditions. Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

3. Site Restoration. Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee’s work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

4. Payment & Release of Liens. Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee’s work.

5. Indemnity. In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee’s activities or operations, whether undertaken by Permittee’s own forces or by contractors or other agents working on Permittee’s behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims,

damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, the Village of Heuvelton agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee.

RESOLUTION 15-021

APPROVAL OF MINUTES

Offered by Tr. Parish seconded by Tr. Guardino. Mayor Lashua and Trs. Wood, Knowlton-yes.
Resolution to accept the minutes of the 1/14/15 meeting.

RESOLUTION 15-022

VOUCHER APPROVAL

Offered by Tr. Wood seconded by Tr. Knowlton. Mayor Lashua and Trs. Guardino, Parish-yes.
Resolution to approve vouchers as follows:

General	272-307	\$ 33,517.92
Sewer	272-307	\$ 9,806.96
Water	272-307	\$ 5,946.91
Sewer Capital	272-307	<u>\$ 5,415.02</u>
Total		\$ 54,686.81

Other Disbursements \$ 243,890.36

RESOLUTION 15-023

BUDGET MODIFICATIONS

Offered by Tr. Parish seconded by Tr. Guardino. Mayor Lashua and Trs. Wood, Knowlton-yes.
Resolution to approve the following budget modifications:

Sewer: Inc. 81201.2 WWTP PS.	\$58.42	Dec. 19904.2 Contingency	\$1345.89
Inc. 90308.2 SS Vlg. Share	\$4.47		
Inc. 90408.2 Workers' Comp	\$1283.00		
Water: Inc. 90408.3 Workers' Comp	\$1283.00	Dec. 19904.3 Contingency	\$1283.00

At 7:05 pm, with no further business before the Board, the meeting was adjourned on a motion by Tr. Guardino. All were in agreement.

Respectfully submitted,

Anna M. Hurst
Village Clerk