

**VILLAGE OF HEUVELTON**  
**Regular Board Meeting**  
**May 8, 2019**

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 E. Wood; C. Basford; and A. Guardino. W. Knowlton was absent. Also in attendance were S. McConnell, DANC; and T. Wood, HVFD Chief.

**HVFD Report** Chief Wood informed the Board they have booked two bands for Labor Day. The Fire Department will also host lawn mower races on August 10<sup>th</sup> at 1:00 pm. The new truck R-50 has arrived; it needs to get a radio put in it and should be in service next week. Chief Wood left at 6:08pm.

**Sewer/Water** Mr. McConnell discussed with the Board the liner still being an issue. All well samples have been satisfactory, and will continue to be monitored. The samples of sludge and soil are in as well as the water quality report; which has been distributed to the village residents. The Mayor informed the Board that Royal Acres is interested in a contract and would like to talk about a long term one; we still need to set up a meeting for the discussion. Mr. McConnell left at 6:25pm.

**Mayor's Report** The Mayor informed the Board of the color for the water tank, and expressed her disappointment with the limited options. She also discussed new hires for summer help.

**RESOLUTION 19-036****SWIM ATTENDANTS**

Offered by Tr. Basford seconded by Tr. Guardino. Tr. Wood and Mayor Lashua - Aye.

**Resolution to hire Carina Willard, Miya Bentley, Megan Woodard and Lara Martin (substitute) as swim attendants for the 2019 swim program.**

**RESOLUTION 19-037****SUMMER DPW HELP**

Offered by Tr. Wood, seconded by Tr. Guardino. Tr. Basford and Mayor Lashua - Aye.

**Resolution to hire Cole Piercey as the summer laborer for 2019 season.**

**RESOLUTION 19-038****2019-20 PAY RATES**

Offered by Tr. Wood, seconded by Tr. Guardino. Tr. Basford and Mayor Lashua - Aye.

**Resolution to approve the following pay rates for the 2019-2020 fiscal year:**

<b>DPW Superintendent</b>	<b>\$ 22.58</b>
<b>MEO #1</b>	<b>\$ 17.51</b>
<b>MEO #1</b>	<b>\$ 16.48</b>
<b>Clerk/Treasurer</b>	<b>\$ 14.86</b>
<b>Deputy Clerk</b>	<b>\$ 14.00</b>
<b>Bus Drivers</b>	<b>\$ 18.00</b>
<b>Recreation Attendants</b>	<b>\$ 11.10</b>
<b>Swim Director</b>	<b>\$ 2000.00</b>
<b>Recreation Leader</b>	<b>\$ 1700.00</b>

The Mayor informed the Board of re-levy's and second notice fees.

**RESOLUTION 19-039****RE-LEVY TO VILLAGE TAXES**

Offered by Tr. Basford, seconded by Tr. Guardino. Tr. Wood and Mayor Lashua - Aye.

**Resolution authorizing the Village Clerk to re-levy unpaid sewer charges plus penalties of \$1,695.38 and unpaid water charges plus penalties of \$1,033.63, totaling \$2,729.01 to the June 2019 Village Tax Roll.**

**RESOLUTION 19-040**

**SECOND NOTICE FEE**

Offered by Tr. Basford, seconded by Tr. Guardino. Tr. Wood and Mayor Lashua - Aye.

**Resolution to assess a second notice fee of \$2.00 for taxes due.**

The Mayor discussed the Village opt out of the insurance for terrorism.

**RESOLUTION 19-041**

**ANTI-TERRORIST COVERAGE**

Offered by Tr. Wood, seconded by Tr. Basford. Tr. Guardino and Mayor Lashua - Aye.

**Resolution to opt out of the terrorism portion of the Village's liability insurance at a savings of \$689.00.**

The Mayor informed the Board the option for the village to accept credit and debit cards, and how it would operate.

**RESOLUTION 19-042**

**CREDIT/DEBIT CARDS**

Offered by Mayor Lashua, seconded by Tr. Basford. Tr. Guardino and Tr. Wood - Aye.

**Resolution authorizing the Village Clerk contract with Community Bank for credit and debit card payment processing services for the Village.**

The Mayor spoke about renewing a contract with the NYS DOT.

**RESOLUTION 19-043**

**NYS DOT UNDERTAKING**

Offered by Mayor Lashua, seconded by Tr. Wood. Tr. Guardino and Tr. Basford - Aye.

**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.

Mayor Lashua discussed options for the pavilion. Tr. Wood informed the Board that Kevin Smith, an engineer, will be sending a quote for plans on the pavilion, and could begin immediately. They should know something by the next meeting.

**Streets/Sidewalks** The Mayor informed the Board the DPW will flush hydrants next week. The Board discussed the sink hole in front of the Fire Department still being an issue, and concerns if it isn’t dealt with soon.

**RESOLUTION 19-044**

**APPROVAL OF MINUTES**

Offered by Tr. Guardino, seconded by Tr. Basford. Tr. Wood and Mayor Lashua - Aye.

**Resolution to accept the minutes of the 4/10/19 & 4/22/19 meetings.**

**RESOLUTION 19-045**

**VOUCHER APPROVALS**

Offered by Tr. Wood, seconded by Tr. Guardino. Tr. Basford and Mayor Lashua - Aye.

**Approval of Vouchers**

<b>General</b>	<b>145-173</b>	<b>\$ 13,901.06</b>
<b>Sewer</b>	<b>145-173</b>	<b>\$ 10,936.99</b>
<b>Water</b>	<b>145-173</b>	<b>\$ 1,669.15</b>
<b>Water Project</b>	<b>145-173</b>	<b>\$ 129.00</b>
<b>EQ Project</b>	<b>145-173</b>	<b>\$ 0.00</b>
<b>Total</b>		<b>\$ 26,636.20</b>

**Other Disbursements: \$ 50,942.21**

**RESOLUTION 19-046**

**BUDGET MODIFICATIONS**

Offered by Tr. Guardino, seconded by Tr. Wood. Tr. Basford and Mayor Lashua - Aye.

**Resolution to approve the following budget modifications:**

General

<b>Increase: 51101.1 Streets PS</b>	<b>\$ 2,421.34</b>	<b>Decrease: 19104.1 Unallocated Ins.</b>	<b>\$ 759.42</b>
<b>81601.1 Refuse/Garbage PS</b>	<b>\$ 460.20</b>	<b>54101.1 Sidewalks PS</b>	<b>\$ 3,384.67</b>
<b>85104.1 Comm. Beauti</b>	<b>\$ 65.95</b>	<b>54104.1 Sidewalks CE</b>	<b>\$ 833.23</b>
<b>90608.1 Medical Ins.</b>	<b>\$ 4,290.03</b>	<b>81404.1 Storm Drains</b>	<b>\$ 1,800.00</b>
		<b>81604.1 Refuse/Garb CE</b>	<b>\$ 460.20</b>
<b>Total</b>	<b>\$ 7,237.52</b>	<b>Total</b>	<b>\$ 7,237.52</b>

Sewer

<b>Increase: 81304.2 Treatment/Disposal CE</b>	<b>\$ 2,217.88</b>	<b>Decrease: 90408.2 Workers Comp</b>	<b>\$ 2,217.88</b>
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At 6:53pm, with no further business before the Board, the meeting was adjourned on a motion by Tr. Wood. All were in agreement.

Respectfully submitted,

Rebecca Donnelly  
Deputy Village Clerk