

**VILLAGE OF HEUVELTON**  
**Regular Board Meeting**  
**Public Hearing on Time Warner Cable Franchise Agreement**  
**February 10, 2016**

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, and Guardino. Tr. Knowlton was absent. Also in attendance were T. Murray, DPW Superintendent; N. Friot, HVFD Chief; K. Feuka, C2ae and S. Ritchie and A. Ritchie, property owners. J. Lightfoot, SLC Legislator arrived at 6:30 pm.

Mayor Lashua opened the public hearing on the Franchise Agreement with Time Warner Cable at 6:04 pm. Mayor Lashua asked for comments about the proposed franchise agreement. There were no comments about the proposed agreement. The public hearing on the Time Warner Cable Franchise Agreement closed at 7:08 pm.

**RESOLUTION 16-007** **TIME WARNER CABLE FRANCHISE AGREEMENT**

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

**In the Matter of the Granting of a Cable Television Franchise Held by Time Warner Cable Northeast LLC in the Village of Heuvelton, County of St. Lawrence, New York.**

**An application has been duly made to the Board of the Village of Heuvelton, County of St. Lawrence, New York, by Time Warner Cable Northeast LLC ("Time Warner Cable"), a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee")" doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850 for the approval of an initial agreement for Time Warner Cable's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.**

**A public hearing was held in the Village of Heuvelton, New York on Wednesday, February 10, 2016 at 6:00 P.M. and notice of the hearing was published in the Advanced News on Sunday, January 31, 2016.**

**NOW, THEREFORE, the Board of the Village of Heuvelton finds that:**

- 1. Time Warner Cable has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and**
- 2. Time Warner Cable has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and**
- 3. Time Warner Cable can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.**

**BE IT FURTHER RESOLVED that the Board of the Village of Heuvelton hereby grants the cable television franchise of Time Warner Cable in the Village of Heuvelton for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.**

**BE IT FURTHER RESOLVED that the Board of the Village of Heuvelton hereby confirms acceptance of this Franchise Renewal Agreement.**

**The foregoing having received a unanimous vote was thereby declared adopted.**

**HVFD Report**

Chief Friot informed the Board of potential future problems with the 1986 tractor trailer due to corrosion. To refurbish the trailer it would cost \$23,892 and to replace the trailer (stainless steel) it would cost \$48,120. The committee is researching the best way to proceed. A committee is discussing purchasing a washing machine from Lowe's. Everything is running well. Chief Friot left at 6:23 pm.

**RESOLUTION 16-008**

**SLC HOLD HARMLESS 2016**

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

**Holding Harmless the County of St. Lawrence for providing service for the Village of Heuvelton for 2016.**

**WHEREAS, the Village of Heuvelton is desirous of St. Lawrence County Department of Highways providing shared services such as paving, signage, road stripping, blasting and other routine maintenance activities to the Village, and**

**WHEREAS, both the Village of Heuvelton and the County of St. Lawrence are desirous of promoting partnering efforts for the safety of the traveling public in St. Lawrence County, and**

**WHEREAS, in this joint cooperative endeavor, the Village of Heuvelton and the County of St. Lawrence desires to be reimbursed for their expenditures, and**

**WHEREAS, the Village is aware that the County may incur liability in the providing of the services and wishes to indemnify the County in this regard,**

**NOW THEREFORE BE IT RESOLVED, that to the fullest extent permitted by law, the Village of Heuvelton will indemnify and hold harmless the County, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property relating to or arising out of negligent or intentional acts and/or omissions of the Village of Heuvelton or any of its directors, officers, employees, contractors, representatives, or agents.**

**BE IT FURTHER RESOLVED, that the following request for General Liability (GL) coverage is as follows:**

**General Liability Insurance**

**On an "Occurrence" basis, with the following limits:**

**\$1,000,000 Each Occurrence**

**\$3,000,000 General Aggregate**

**\$1,000,000 Products Aggregate**

**\$1,000,000 Personal Injury**

**\$ 50,000 Fire Damage Legal Liability**

**\$ 5,000 Medical Payment Expense**

**BE IT FURTHER RESOLVED, that St. Lawrence County shall be an additional insured on the GL Policy, via ISO endorsement CG 2026.**

**RESOLUTION 16-009**

**NYSDOT SHARED SERVICES AGREEMENT 2016**

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

**This agreement, dated February 10, 2016, between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Village of Heuvelton, New York, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:**

1. **Description and Cost of Services, Materials or Equipment to be shared for any undeclared Emergency Events. Costs to be determined at a later date. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00)**
2. **The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.**
3. **If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.**
4. **The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The State agrees to indemnify the Municipality for any and all claims arising out of the State's acts or omissions under this Agreement.**
5. **The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement, with or without cause, by providing sixty (60) days written notice of such revocation . Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.**

**RESOLUTION 16-010**

**MEMORANDUM OF AGREEMENT**

**ESTABLISHING THE OSWEGATCHIE RIVER INTER-MUNICIPAL COORDINATING COMMITTEE**

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

**This Agreement dated February 10, 2016, is between the Village of Heuvelton and other local governments located along the Oswegatchie River in the following counties: St. Lawrence, Jefferson, Lewis, Herkimer, and Hamilton.**

**WHEREAS, numerous cooperating parties, including the local governments along the Oswegatchie River, various New York State agencies, and various not-for-profit organizations share the responsibilities, interests, and benefits of creating the Oswegatchie River Blueway Trail and protecting and enhancing the Oswegatchie River, which is a regional resource affected by the actions of these parties;**

**WHEREAS, the cooperating parties participated in the development of an inter-municipal plan for creation of the Oswegatchie River Blueway Trail and protection and revitalization of the 109-mile Oswegatchie River area, entitled the Oswegatchie River Blueway Trail Plan;**

**WHEREAS, The Oswegatchie River Blueway Trail Plan includes recommendations for protecting natural resources and enhancing water-based recreation and tourism as part of an overall program to develop a sustainable tourism-based economy and revitalize waterfront communities;**

**WHEREAS, one of the recommendations of the Oswegatchie River Blueway Trail Plan is effective inter-municipal cooperation for implementing regional actions through the establishment of an appropriate institutional mechanism;**

**WHEREAS, the cooperating parties hereto are desirous of continuing to work together on a cooperative basis in order to maintain communication, establish a forum where Oswegatchie River community revitalization issues may be addressed, and enhance inter-municipal and public-private efforts to protect and enhance the Oswegatchie River Blueway Trail area.**

**NOW, THEREFORE BE IT RESOLVED**

- a) **THAT the parties hereto agree to create and participate in an Oswegatchie River Inter-municipal Coordinating Committee (“the Committee”);**
- b) **THAT the Committee shall be comprised of one designated representative of each signatory party;**
- c) **THAT the Committee will choose by majority vote one representative to serve as chair;**
- d) **THAT each party may, at its pleasure, change its representative to the Committee from time to time;**
- e) **THAT the Committee will:**
  1. **Advance activities to implement the recommendations of the Oswegatchie River Blueway Trail Plan;**
  2. **Periodically establish, review, and update priority actions for protecting and enhancing the Oswegatchie River and revitalizing its waterfront communities;**
  3. **Identify funding priorities for consideration by members when applying for grants and other financial assistance;**
  4. **Facilitate coordination of members efforts, sharing of information, and increased education of and among Committee members, to protect and enhance the Oswegatchie River;**
  5. **Approve an annual work plan and budget for the Committee;**
  6. **Convene an annual forum for the purpose of reviewing past accomplishments and discussing actions needed to further protection and enhancement of the Oswegatchie River and Blueway Trail;**
  7. **Establish sub-committees as needed;**
  8. **Adopt bylaws and procedures for the conduct of business, as necessary.**

**NOW, THEREFORE, BE IT RESOLVED that the Village of Heuvelton Board hereby authorizes the Mayor to sign the proposed Oswegatchie River Blueway MOA and appoint one representative, and up to two alternates on behalf of the Village to serve on the inter-municipal committee.**

**Public Forum**

Mayor Lashua introduced K. Feuka, C2ae. Mr. Feuka discussed the Water System project and the NYS Water Grant Program. The acknowledgement for Round 2 must be returned to EFC by April 15<sup>th</sup>. The chances are better for the Village to receive a grant in Round 2 because our SEQR and Bond Resolution are completed. There was a discussion about whether a backup well could be included in the project. There was a discussion about getting letters of support for the water project from Addie Russell and Patty Ritchie. Mr Feuka left at 6:35 pm.

Mr. Lightfoot informed the Board that the County bonded for \$3,000,000 to purchase heavy equipment. There is a 5 year plan in place to get rid of old equipment. An additional position has been authorized in the County Clerk’s Office. When there becomes an empty position, each position will be investigated on whether it will be replaced. There are reduced positions in the workforce in Community Service. The cost for indigent defense is being looked at in Albany; SLC pays over 2 million dollars for indigent defense. Sales tax in the County is down. SLC signed on with a fleet management company, Enterprise. Mr. Lightfoot left at 7:08 pm.

Mr. and Mrs. Ritchie discussed with the Board their purchase of 96 State Street. They would like to change the property to 1 unit until it is repaired and meets code. The Board agreed to make the property 1 unit until repairs are completed and make the water/sewer charges retroactive for this quarter.

**Sewer/Water** The WWTP is running well and is handling the additional whey with no problems. Losurdo has completed the new sample port. Mr. Rowe inspected the hook up and grabbed a sample. Both industries are in compliance. The aeration diffusers have been ordered and have arrived. The recyclables have been removed from the lab. Mr. Rowe sent an email to Mayor Lashua concerning the Heritage pump outage. The Board discussed the outage and Mr. Rowe's email about the outage. Mr. Merrill who has been working on the VFD with the manufacturer will be attending next month's Board meeting to give the Board an update on the VFD problem. Tr. Guardino will contact Mr. Merrill to discuss the VFD problem before the next Board meeting.

**Mayor's Report** The Board discussed the ice rink. The Board had a brainstorm session on good reasons to live in Heuvelton. A few of the ideas were: The summer Youth Program, Pickens General Store, Trash pickup, the future enhanced boat launch area, the health clinic, churches, the Delis', the Village is clean, the fire department, the Post Office, and the industries. The Board discussed the condition of the trees at the cemetery. Limbs are hanging over the sidewalk and falling down. A letter will be sent to the Cemetery Board to have this problem addressed. The Board discussed suggestions for the coming budget. The Mayor will meet February 15<sup>th</sup> to start the budget process. The Board discussed the St. Lawrence Gas franchise agreement. The contract is to be sent to Mr. Gebo's office for revisions.

**RESOLUTION 16-011** **ICE RINK ATTENDANT PAY**  
Offered by Tr. Parish seconded by Tr. Guardino. Mayor Lashua and Tr. Wood-yes.  
**Resolution to hire Kevin Mudge as the ice rink attendant for the 2015/16 season at \$9.50 per hour.**

**RESOLUTION 16-012** **ENTER EXECUTIVE SESSION**  
Offered by Tr. Wood seconded by Tr. Parish. Mayor Lashua and Tr. Guardino-yes.  
**Resolution to enter executive session at 7:55 pm to discuss the employment history and job performance of a particular person.**

**RESOLUTION 16-013** **EXIT EXECUTIVE SESSION**  
Offered by Tr. Wood seconded by Tr. Guardino. Mayor Lashua and Tr. Parish-yes.  
**Resolution to exit executive session at 8:25 pm.**

**RESOLUTION 16-014** **AMENDED PRELIMINARY ENGINEERING REPORT WITH C2AE FOR WATER PROJECT**  
Offered by Mayor Lashua seconded by Tr. Wood. Trs. Parish and Guardino-yes  
**Resolution to pay C2ae a lump sum fee of \$2900, including labor and expenses, to conform to the revised content and format requirements of the USDA Rural Development program for the funding pre-application and to update construction and project costs for the water project.**

**Sidewalk/Streets** The DPW is caught up on winter repairs.

**RESOLUTION 16-015** **APPROVAL OF MINUTES**  
Offered by Tr. Parish seconded by Tr. Wood. Mayor Lashua and Tr. Guardino-yes  
**Resolution to accept the minutes of the 1/13/16 meeting.**

**RESOLUTION 16-016**

**VOUCHER APPROVAL**

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

**Resolution to approve vouchers as follows:**

**Approval of Vouchers**

<b>General</b>	<b>285-316</b>	<b>\$ 12,818.96</b>
<b>Sewer</b>	<b>285-316</b>	<b>\$ 9363.11</b>
<b>Water</b>	<b>285-316</b>	<b>\$ 2332.51</b>
<b>HVFD</b>	<b>285-316</b>	<b>\$ 74.00</b>
<b>SCP</b>	<b>285-316</b>	<b>\$ <u>3470.70</u></b>
<b>Total</b>		<b>\$ 28,059.28</b>

**Other Disbursements \$ 27,585.46**

At 8:25 pm, with no further business before the Board, the meeting was adjourned on a motion by Tr. Parish. All were in agreement.

Respectfully submitted,

Anna M. Hurst  
Village Clerk