

**Village of Homer Board of Trustees Meeting  
May 5, 2015**

The regular meeting was called to order by Mayor Suits at 5:30 PM. Present were Trustees Paul Gower, Kevin Slack, Eugene Smith and Andrew Brush; Clerk-Treasurer Lou Anne Randall and Attorney Perfetti. Also present were Robert Johnson Fire Chief, Cody Johnson, Tom Cornell, Craig Umbehauer, Mrs. Clune, Don Ferris, Mr.& Mrs. Roger Williams, Ms. Franz-Dubatis, Beverly Berry, Jeff Lewis DPW, Lawrence Barber Newton Water Works and Chief Mark Helms

Mike Falls from Homer Central School gave an overview of this year's budget for the school district.

Minutes from April 14 and 25, 2015 were approved as submitted, motion Trustee Brush -all aye.

**TREASURER'S Report indicating the Financial Status of Operating Funds was received as submitted, motion Trustee Smith - all ayes.**

**Motion** Trustee Brush, - contingent that one more person signs bills.

**all ayes** to pay the following bills:

<b>General Fund</b>	<b>Vouchers 100-162</b>	<b>\$</b>	<b>56,045.37</b>
<b>Water Fund</b>	<b>Vouchers 44-63</b>	<b>\$</b>	<b>3,316.54</b>
<b>Sewer Fund</b>	<b>Vouchers 44-63</b>	<b>\$</b>	<b>82,552.33</b>
<b>Capital Projects Fund</b>	-----		-----
<b>Comm. Dev. Fund</b>	-----		-----

**ACCEPTANCE FOR FILING OF WRITTEN REPORTS:**

**CEMETERY** - report was received as submitted motion to accept by Trustee Slack.- They are now open. Jim is working on the pipes by the road.

**CODES** – report was received as submitted, **motion** to accept by Trustee Smith- all ayes.

**POLICE** – report was received as submitted, **motion** by Trustee Brush– **all ayes.**

**DOGS** –report was received as submitted, motion by Trustee Slack – all ayes.

**RECREATION** – report was received as submitted, **motion** Trustee Slack- **all ayes.**

All the fields will be at max for the next two years due to the capital project at the school and their fields. Teams and spectators will have to be patient during this transition.

**WATER/SEWER/STREETS/PARKS & MEO** – report was received as submitted, **motion** Trustee Smith - **all ayes.**

There was a second incident at the pump station on Hooker Ave. They have found underwear/diapers and other garments in the pump station. Residents need to stop putting items down their toilets.

### **FIRE DEPARTMENT PRESIDENT'S –**

Two memberships were submitted for approval. Joshua Ornsby and Mallory Wells were approved on motion by Trustee Gower – all ayes.

### **FIRE CHIEF'S - report was received as submitted, motion Trustee Smith-all ayes.**

John Ryan Jr. was fireman of the year.

Semiannual fire training will be held from May 12-16 2015 at 7:00 pm.

Budget Inn fire was a good exercise for the firefighters. This building was vacant at the time of the fire Chief Johnson stated the mission of the fire department is to stop the fire and make sure no one was hurt.

Code officer Craig Umbehauer reported about the Budget Inn. A person told Craig that there were septic tanks in the ground and was going to alert Contento's before they started the demolition.

Attorney Perfetti read a letter from Attorney Fisher who represents the owner of the Budget Inn. This letter was actually written before the fire broke out. The information was not accurate due to the fire and demolition by both Town of Cortlandville and Village of Homer. No action at this time regarding the letter.

On motion by Trustee Smith, the board approved Francis Casullo – ayes-Trustees Smith, Brush and Gower. Nays – Trustee Slack. Attorney Casullo will replace Attorney Perfetti as soon as he takes his oath of office.

Mayor Suits suggested a round top conversation regarding the Village Hall building. Trustee Smith suggested that the village office merge with the Community Building. There are many code violations and a new building would take care of these issues. Trustee Smith has contacted a contractor and could use the same poles that already exist. The Mayor would like to set up a committee to talk about the suggestion of the Community Building. The committee would consist of 6 people: Trustee's Smith and Gower, 2 firemen, Code Officer Craig Umbehauer, one contractor and one community member.

Trustee Slack stated he still wanted to go back to Town Hall. Trustee Slack re-read minutes that stated the board did vote not to return to the Town Hall. Trustee Slack asked about a permissive referendum; the Village would not need to have one as the Village already owns the property and funds are already allocated in the Reserve account. Trustee Slack stated he has been talking with the Town of Homer. They have decided to remodel and if the Village of Homer put in \$100,000 toward the remodeling we could move back in. The Mayor stated it was illegal to give the Town of Homer \$100,000 for a building they did not own and the board members voted last month not to move back in to the Town Hall.

The Mayor explained to everyone that these are just ideas nothing has been decided on. The committee will bring forth ideas to the Board of Trustees than they will proceed.

Lawrence Barber and Jeff Lewis discussed the purchase of a vac all truck. The sweeper is broke down. If they repair it there is no guarantee it would work 100 percent. The vac all truck will

sweep pick up leaves and clean the catch basins. If the Village bought the new vac all they could sell the old equipment for 25,000. After much discussion: Trustee Brush stated they should hold off until budget time and lease a sweeper for the summer. Trustees asked Jeff Lewis to gather quotes on how much it will cost to lease/rent a sweeper for the summer.

The Village Board of the Village of Homer adopted the following resolution at their regular monthly board meeting held on May 5, 2015 as follows:

Trustee Smith moved the adoption of a resolution to obtain the new undertaking from the New York State Department of Transportation for permit issuance as follows:

**UNDERTAKING FOR THE BENEFIT OF THE** New York State Department of Transportation in connection with work affecting state highways

WHEREAS, the Village of Homer 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 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.

NOWHEREFORE, in relation to all operations and/all 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 practicable 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 and 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 connections 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 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 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 be liable for any damage or injury of 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 anyway 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 the 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.

Memorial Day Parade is May 25, 2015.

Amnesty day will be May 16<sup>th</sup>- we will advertise on WXHC.

On motion by Trustee Gower, the board adjourned the meeting at 6:56 pm.

Mayor Genevieve Suits  
Lou Anne Randall, Village Clerk-Treasurer

