

Minutes of the Interlaken Village Board of Trustees Regular Meeting held on Thursday, September 11, 2025

Members Present: Trustees Kempf, O'Pray, Pepper and Garcia

Excused: Mayor Richardson, Chief Borden

Others Present: Clerk/Treasurer Swartwood, Deputy Clerk Quan, Clerk Lysiak

Pubic Present: DPW Super. Ahouse

Online: P. Stannard

Public: Tony Del Plato and Chelsea Hastings

Deputy Mayor Kempf called the meeting to order at 6:30 pm with the Pledge of Allegiance

Approval of Minutes: Motion Garcia to approve August 14, 2025 minutes second O'Pray carried

Public to be heard:

T Del Plato inquired if any trustee would be interested in joining CWIO – Trustees Pepper as liaison and O'Pray as an alternate. T Del Plato also inquired on the Water Project – DPW stated Village is waiting on engineers and DEC to finalize items.

Side note on ICAG/Water Tower Park P Garcia indicated a grant was received for a 16x26 pavilion at the park – there will also be a rain feature.

C Kempf indicated liability insurance talks is forthcoming.

C Hastings wanted to personally thank the Interlaken DPW, Fire Dept., and Police Dept. for all their help with the Centennial Celebration event on September 6th. Three ancestors of Lockwood Hinman came from Virginia to participate.

Library:

DPW cleaned the siding and windows

Fire:

C Kempf read the chiefs report as he is attending the 911 Memorial in Ovid. 17 calls for August. Attended the Trumansburg Fair along with other Tompkins Co Departments. Interior training starting up, have some members doing that. Firehouse paint project started. New (501) cab and chassis has been delivered and balance of work to start soon. There most likely will be a need to purchase small items for the truck. Will need to be purchasing rope rescue items and a few sets of turnout gear. Owned propane tanks – is the board still looking at this? DPW indicated we are currently paying state bid prices, cost of new tanks range up to 7,000. DPW will look into purchasing tanks again. DPW removed bushes north side of building for the paint crew.

Water:

Repair/replace meters. Received new recharge pump. Paint touchup on hydrants. Repaired shutoff at Baptist Church, there was a leak there. Church made the repairs to their line. V/Ovid assisted. Have been pumping water from the lake for two weeks. Assisted T/Hector with water main break. The annual water quality report has been posted on website. New mixer in water tower. Assisted V/Ovid on Ann St. service line.

Sewer:

Continuing to work with Hunt's on a few items. Pre-construction meeting 9/18/25 at the Village Hall. Pressure wash digester, cleaned trickling filter. Flow meter recalibrated. Normal pumping and reporting by Yaws and Brewers. Kempf inquired if digester was in rough shape- Ahouse no, structurally sound.

Streets:

Removed broken bench near Jay's for repair. Mowed property/invoice sent to them. Mowing and trimming. Brush/leaf pick up. Repairs to Village Hall building – fascia. For the roof over ramp – cedar shakes or asphalt? Board said cedar shakes. School lift was not working properly. John Deer in Cortland is more than Lakeland. Will reach out for actual pricing soon, all state bid pricing. Current tractor is 30 HP, 46 will fit in garage. Old tractor will go to auction.

Police:

167 calls for service. 157 traffic citations issued. DWI arrest. Everyone went to the range for qualifications. Court detail conducted without incidents. All monthly reports were submitted. Working on Government Traffic Safety and Byrne Federal grants. Unit 401 – Tracs reinstalled. Punch list has been completed, new cargo lock box installed. Radar unit repaired and reinstalled. Unit 402 – speed sensor and tracs scanner dropped off. Final inspection, punch list made for items still needing attention. Met with Library for overview of Bicentennial Celebration at Firemen's Field. Contacted 911 center regarding updates needed for new business addresses. Crossing guard using the Impala to transport sign and cones to crossing. Picking up and returning at Village Hall. Trustee Kempf mentioned the mayor went to the Town of Covert board meeting requesting additional funding in 2026 budget. Village tickets generate a large portion of fines received by the town. O'Pray suggests we get a disposition report from the court.

Treasurer:

Balances of accounts read.

Budget Mods:

Dr. A1990.4 683.97

Cr. A1620.44 [683.97]

Memorial Garden Fencing

Dr. A1990.4 976.19

Cr. A1910.4 [976.19}

Overspent Insurance (IFD pickup)

Dr. A1990.4 255.94

Cr. A1620.41 [255.94]

Village Hall renovation – bathroom sink

Dr. A511 10,385.00

CR. A3410.41 [10,385.00]

Fund balance (IFD Roof Savings) to pay IFD painting project

Dr. A511 115,017.00

Cr. A3410.2 [115,017.00]

Fund balance (IFD Cap. Equip) IFD cab & chassis

Motion Garcia second Pepper, carried

Approval of Bills:

Motion by Pepper, second O'Pray to pay signed vouchers in: General Fund (#85-117 \$160,618.56) Water Fund (#24-30 \$5,407.38) Sewer Fund (#20-28 \$7,028.54) Water Project none Sewer Project (#4 \$64.37) carried.

Old Business:

AlarmTech – tabled to October

Transfer post-employment benefits – tabled to October

Computer upgrades – tabled to October

New Business:

NYSDOT Highway Use Permit Undertaking and Resolution motion by Garcia, second O'Pray to adopt the Undertaking. Full resolution at the end of these minutes.

CPA engagement letter signed by Deputy Mayor Kempf

Workman's Compensation invoicing – tabled to October

Records Disposition:

2016-2018 vouchers and bank statements

2018 water sewer receipts

2017-2018 accounting

2012 & 2016 insurance

Additional Comments:

Motion by Garcia to adjourn at 7:42 pm, second O'Pray, carried

Respectfully,

Nancy Swartwood

Clerk Treasurer



UNDERTAKING

For the benefit of

The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned Village of Interlaken (Municipality, County, Town, City or Village, or any agency of the federal government, 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 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 & 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, Village of Interlaken (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

Wesley Ahouse

Authorized Agent

9-11-2025

Date

DW Superintendent

Print Name/Title

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