

SPENCER VILLAGE BOARD Minutes

August 3, 2026

Regular Meeting called to order- 7:01PM

Board Members Present- Gil, Kevin, Mike, Donna, Atty, Andy, Mike M., Sean

Board Members Absent- Kyle

Public Present- see attached

Agenda Changes- None

Guest Speaker- None

Mayor's Report-

NYS DOT update

Tetra Tech

Regular Reports of Officers and Committees

- Fire Department- 51 Total calls- 14 village, 37 town.
- Police Department- CFS Total- 11
- Police Commission- None
- Code Enforcement- 1 application, 1 permit, 14 inspections, 0 violations, 2 complaints.
- Building and Grounds- ramp needs to be replaced.
- Park/ Pond- Tracy Smith donated his time. Picnic was successful. Car show was great!
- Grants- None
- Roads- updates
- Youth- 2 weeks left
- Village atty.- none
- Village Planning Board- None
- Village Liaison SVE Middle School Capital Project- see attached

Consent Items

Approve the minutes of July 6, 2026

Motion made by: Kevin

Seconded by: Mike (4/0)

Public Comment-

- Speeding in village

Financial Updates from Clerk- Treasurer-

Financials: Abstract #: 08032026

Starting & Ending check #s: 25905- 25985

Total Revenues: \$ 20,951.69

Total Expenditures: \$ 77,634.88

VOIDS: 1 Room/Park Rentals: 1 Tax Search: 1

Total Revenues YTD: \$ 158,548.69

Total Expenditures YTD: \$ 120,520.52

- AFR- filed/ certified with NYSOSC
- Bingo license filed with NYS Gaming Commission
- NYSBOE update- electronic filing working on training for this.

New Business –

- Discussion of sidewalk replacement

Items for Board Action-

Motion to issue payment to Pleasant View Landscaping in the amount of \$3300.00.

Motion made by: Kevin

Seconded by: Sean (4/0)

Motion to accept Undertaking For the benefit of The New York State Department of Transportation.

Motion made by: Kevin

Seconded by: Mike (3/0)

Motion to approve spending \$600.00 to replace ramp outside of municipal room.

Motion made by: Mike

Seconded by: Kevin (4/0)

Motion to approve spending \$100.00 for masonry items to fix building.

Motion made by: Donna

Seconded by: Kevin (4/0)

Motion to approve Halloween trick or treating in village on Saturday, Oct. 31, 2026, from 6-8PM.

Motion made by: Donna

Seconded by: Mike (4/0)

Motion to accept Donna resignation as Planning Board member effective June 6, 2026.

Motion made by: Mike
Seconded by: Kevin (4/0)

Motion to approve Donna as planning board liaison.

Motion made by: Sean
Seconded by: Kevin (4/0)

Calendar-

Town of Spencer Board Meeting- Tuesday, August 11, 2026 @ 6PM
Council of Government Meeting- Thursday, August 20, 2026 @ 7PM
Village of Spencer Board Meeting- Wednesday, September 2, 2026 @ 7PM

Letters & Correspondence-

FOIL request- B. Rosvold- completed
FOIL- A. Lamb- completed
Acknowledgment of Enforcement Action- Michelle Russell
FOIL request Village was cc'd on for the Town of Spencer
Deletion of 1995 Ford Pumper
Executive Emergency order expired
CHIPS balance

Appropriations and Auditing

Financial Transactions – Motion to accept deposits of revenue, fines and other money having been received since July 1, 2026, AND payment of invoices and other debts as present by the Clerk-Treasurer, Erika Brown, AND whereas the Village Trustees acknowledgement that Village expenses, receipts of payment and bills to be paid have been reviewed by a minimum of two Trustees prior to said motion to approve payment of the bills and accept any funds/donations.

Motion made by: Donna
Seconded by: Sean (4/0)

MOTION TO ADJOURN

Made by: Kevin
Seconded by: Sean
Adjourned at: 7:57PM

Respectfully submitted,
Erika Brown
Village Clerk- Treasurer

VILLAGE OF SPENCER MONTHLY MEETING

MEETING DATE: 8/3/24

LOCATION: 41 N. Main Street

[illegible]



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 Spencer (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 Spencer (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).


Authorized Agent

8/3/2020
Date

GILBERT KNAPP, Mayor, Village of Spencer
Print Name/Title

PO Box 346
Address

(607) 589-4310
Phone number

Address

mayor@villageofspencer.com
e-mail