

Village of Springville
5 West Main Street
Springville, N.Y. 14141-0017

October 19, 2020

7:00 P.M.

BY MOTION OF:

NOTES

-
1. CALL TO ORDER
 2. PLEDGE OF ALLEGIANCE
 3. MINUTES FROM MEETINGS
 - Regular Meeting Minutes of September 28, 2020 **A.1**
 - Executive Session Minutes of September 28, 2020 **A.2**
 4. PUBLIC HEARING
 - CDBG Projects
 5. PUBLIC COMMENT
 6. DEPARTMENT REPORTS
 - A. ADMINISTRATOR A.3**
 - Approve CDBG Projects
 1. N Central Water Main Replacement
 2. Demolition of Skate Park
 3. Rural Transit
 4. Eaton Park Outdoor Recreation Improvements
 - Authorize Mayor to sign CARES Act Contract
 - Financial Statements
 - 20-21 Budget Modifications
 - Approve Retirement Reporting Resolution
 - Accept Resignation (Tillinghast, A)
 - Appoint PT Caretaker, \$15.71/hr. (Richert, M)
 - Discussion
 - Trick or Treat
 - Electric payment arrangements
 - Financial reports/Treasurer's report
 - Winter Parking Ban
 - 37 S. Central Demolition bid date
 - B. SUPERINTENDENT'S REPORT A.4**
 - Hiring recommendation, B Smith, \$25/hr, Lineman B
 - Surplus/Scrap (list attached)
 - Discussion
 - Leaf pick up has begun
 - C. POLICE**
 - D. FIRE DEPARTMENT**
 - E. BUILDING INSPECTOR/CEO**
 - F. CONTROL CENTER**
 - September 2020 report **A.5**
 7. NEW BUSINESS
 - Tree Committee Appointment
 8. OLD BUSINESS
 9. BILLS
 10. PERMITS AND APPLICATIONS
 11. VILLAGE ATTORNEY REPORT
 12. TRUSTEE NOTES & PROJECT REPORT
 13. EXECUTIVE SESSION
 14. ADJOURN

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ATTACHMENT NO. A1
AGENDA DATE 10/19/20

VILLAGE OF SPRINGVILLE
2020 MINUTES

September 28, 2020

7:00 P. M.

The Regular Meeting of the Trustees of the Village of Springville was held at the Village Municipal Building, 65 Franklin Street, Springville, New York at the above date and time.
Present were:

Mayor	William Krebs
Trustees	Reed Braman Kim Pazzuti Terry Skelton Nils Wikman
Village Administrator	Liz C. Melock
Village Attorney	Paul Weiss
Building Inspector/ Code Enforcement Officer	Michael Kaleta
Superintendent of Public Works	Duane Boberg
Police Officer in Charge	Nicholas Budney
Deputy Clerk	Holly Murtiff
Also Attending	Max Borsuk, Springville Journal
Absent	Marc Gentner, Fire Chief

Mayor Krebs called the meeting to order at 7:00 PM.

1. Minutes Minutes of the Regular Meeting of September 14, 2020 were approved as written by Mayor Krebs seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Wikman and Pazzuti voting yes, none opposed, Trustees Braman and Skelton abstaining.

PUBLIC COMMENT

Max Borsuk of the Springville Journal congratulated those on the Board on their recent general election wins. There being no further public comment this evening Mayor Krebs closed the Public Comment portion of the meeting.

DEPARTMENT REPORTS

ADMINISTRATOR REPORT

2. Amend Fire Borrowing After explanation by Administrator Melock, motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to approving the amended Fire Truck BAN resolution as attached. **092820A.1**

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3. Control Center Agreement Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to authorize Mayor Krebs to sign the Control Center Agreement with Town of Concord for EMS & Fire Dispatch At 65 Franklin Street, Village Control Center (attached). **092820 A.2**
4. Sanitary Sewer/ Builder's Agreement Motion was made by Trustee Wikman, seconded by Trustee Pazzuti; carried, Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed to authorizing Mayor Krebs to sign any and all document that relate to the sanitary sewer on South Cascade located on Carl Emerling's properties to allow the Village to take over the sewer in the near future pending the Village Attorney approving the builder's agreement and filing of the necessary utility easements to the Village of Springville after all agency approvals have been submitted and received. Village acceptance of the Sewer main will be an agenda item at a future Village Board meeting.
5. Employee Termination Motion was made by Mayor Krebs, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes, none opposed to terminating Elias Redeye as PT police dispatcher effective immediately.
6. Planning Board Termination Due to the outcome of the recent General Election, motion was made by Mayor Krebs, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Wikman, Braman and Pazzuti voting yes, none opposed, Trustee Skelton abstaining, to accepting the resignation of Terry Skelton from the Planning Board effective September 16, 2020.

At this time Administrator Melock updated the Mayor and Board on the following;

- Electric payment arrangements are being offered to those having difficulties paying their bills due to COVID circumstances.
- CDBG public hearing will now be held on 10/19/20 due to an error in the advertisement.

SUPERINTENDENT REPORT

7. North St. Substation Repair Bid Award Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to awarding the bid for the repair to the North St. Substation Bank #1 LTC upgrade, to SPX Transformer Solutions in the amount of \$158,210.00.
8. Authorizing Award Signature Motion was made by Trustee Braman, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Braman, Wikman, Pazzuti and Skelton voting yes, none opposed to authorizing Superintendent Boberg to sign all papers and forms awarding the North St. Substation Bank #1 LTC upgrade as outlined above.

At this time Superintendent Boberg updated the Mayor and Board on the following;

- Micropaving on Maple Ave. and Eaton St. has been completed. This completes the road work for this year.

POLICE DEPARTMENT

Officer in Charge Budney reported on the following;

- The new vehicle will be in service next week
- Police Reform Committee's first meeting will be on 10/21/20 at 5:30pm

FIRE DEPARTMENT

There was no Fire report this evening.

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BUILDING INSPECTOR/CEO

BI/CEO Kaleta had no report this evening.

CONTROL CENTER

There was no Control Center report this evening.

NEW BUSINESS

9. Mayor's Annual Appointments Due to the COVID-19 shutdowns the Village of Springville Annual Appointments will now be made as outlined below.

ANNUAL REORGANIZATION

MAYORS APPOINTMENTS 2020-2021

Motion was made by Mayor Krebs, seconded by Trustee Pazzuti, and carried; Mayor Krebs, Trustees Pazzuti, Braman, Skelton and Wikman voting yes, none opposed confirming the appointment by Mayor Krebs of the following duties for one year appointment effective for the term April 7, 2020 to April 5, 2021;

Deputy Mayor

Nils Wikman

Motion was made by Trustee Wikman, seconded by Trustee Braman, and carried; Mayor Krebs, Trustees Wikman, Braman, Skelton and Pazzuti voting yes, none opposed confirming the appointment by Mayor Krebs of the following duties for one year appointment effective for the term April 7, 2020 to April 5, 2021;

Natural Disaster Coordinator

Greg Stowell

Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Pazzuti and Braman voting yes, none opposed confirming the annual appointment by Mayor Krebs of the following duties for one year appointments effective for the term April 7, 2020 to April 5, 2021;

Village Attorney

Paul Weiss

Motion was made by Trustee Wikman, seconded by Trustee Braman, and carried; Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes, none opposed confirming the appointment by Mayor Krebs of the following Liaison Duties for one year appointments effective for the term September 28, 2020 to April 5, 2021;

Electric Division

Nils Wikman

Fire Department

Nils Wikman

Water and Sewer Division

Kim Pazzuti

Wastewater Treatment Plant

Kim Pazzuti

NEST

Reed Braman

Control Center

Nils Wikman

Youth Incorporated

Kim Pazzuti

Streets Division

Kim Pazzuti

Safety Committee

Nils Wikman

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Southtowns Planning and Dev. Group	Reed Braman
Southtowns Scenic Byway	William J. Krebs
Health Insurance Committee	Nils Wikman
Erie County Water Quality Committee	Reed Braman
Erie County Sheriff's Department	William J. Krebs
Springville Police Department	William J. Krebs
Building Inspector/CEO	Terry Skelton
Village Office	William J. Krebs
Zoning Board	Terry Skelton
Planning Board	Terry Skelton
Historic Preservation Commission	Reed Braman
Springville Area Chamber of Commerce	William J. Krebs
Friends of Erie/Catt Rail Trail	William J. Krebs

Motion was made by Mayor Krebs, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes, none opposed to confirming the appointment of Elizabeth C. Melock as Administrator, Clerk/Treasurer for a term of April 7, 2020 to April 3, 2022.

Motion was made by Mayor Krebs, seconded by Trustee Wikman; and carried, Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed to naming Freed Maxick, CPAs as the auditing firm for the Village of Springville.

Resolution was adopted by Motion of Mayor Krebs, seconded by Trustee Wikman, and carried; Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed, naming the *Springville Journal* as the official newspaper of the Village of Springville.

Motion was made by Mayor Krebs, seconded by Trustee Wikman, and carried; Mayor Krebs, Trustees Wikman, Braman, Skelton and Pazzuti voting yes, none opposed, confirming the appointment by Mayor Krebs of David Batterson as Village Historian for the term April 7, 2020 to April 5, 2021.

Motion was made by Mayor Krebs, seconded by Trustee Wikman, and carried; Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed, confirming the appointment by Mayor Krebs of Holly Murtiff as Deputy Clerk for the Village of Springville, for the term April 7, 2020 to April 5, 2021.

Motion was made by Mayor Krebs, seconded by Trustee Wikman and carried; Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed, authorizing membership in and attendance at the following meetings, and payment of actual and necessary expenses thereof for the following:

Conference of Mayors (NYCOM)
Municipal Electric Utilities Associates (MEUA) of New York State
New York Municipal Power Agency (NYMPA)
Scheduled Meetings of:

American Public Power Association
American Public Works Association
American Water Works Association
Association of Erie County Governments
Association of Erie County Highway Superintendents
Erie County Village Officials Association
Erie County Village Superintendents
Erie County Water Quality Committee

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Erie/Cattaraugus Rails to Trails
Friends of Erie/Cattaraugus Rail Trail
Governmental Finance Officers Association of New York State
IEEP (Independent Energy Efficiency Program)
LEWPA (Lake Erie Watershed Protection Alliance)
Municipal Administrative Officers Association of Erie County
Municipal Finance Officers Association
National Trust Main Street
NY Rural Water
NYS City/County Management Association
New York State Association of City and Village Clerks
Niagara Frontier Building Officials Association
Northeast-Southtowns Solid Waste Management Board (NEST)
Organization of Public Employer Negotiators (OPEN)
PERMA
Pop Warner Trail Steering Committee
Preservation League of NYS
Southtowns Planning and Development Group
Southern Tier West Local Government Annual Conference
Southtowns Rural Preservation Co., Inc. (NYS Rural Preservation Program)
Springville Area Chamber of Commerce
Western New York Southtowns Scenic Byway Committee

Motion was made by Trustee Pazzuti, seconded by Trustee Wikman, and carried; Mayor Krebs, Trustees Pazzuti, Wikman, Braman and Skelton voting yes, none opposed, adopting the ***VILLAGE BOARD OF TRUSTEES MEETING SCHEDULE*** for the remainder of the year through May 31, 2021, fiscal year, as follows:

October 19, 2020	November 2, 2020
November 16, 2020	December 7, 2020
December 21, 2020	January 4, 2021
January 19, 2021 *	February 1, 2021
*(Tuesday, MLK holiday)	
February 16, 2021 *	March 1, 2021
*(Tuesday, President's Day holiday)	
March 15, 2021	April 5, 2021
April 19, 2021	May 3, 2021
May 17, 2021	

In addition to the above regularly scheduled meetings, Special Meetings will be scheduled as needed, along with Joint Village Board/Town Council Meetings, Budget Work Meetings, Union Negotiations and Committee Assignment Meetings.

Motion was made by Trustee Wikman, seconded by Trustee Skelton, and carried; Mayor Krebs, Trustees Wikman, Skelton, Pazzuti and Braman voting yes, none opposed, scheduling Village Board Meetings for the June 1, 2020 to May 31, 2021 fiscal year at 7:00 PM. at 65 Franklin Street, Springville, New York.

Motion was made by Trustee Braman, seconded by Trustee Wikman, and carried, Mayor Krebs, Trustees Braman, Wikman, Pazzuti and Skelton voting yes, none opposed, confirming the appointment by the Board of Trustees of Devin Kowalske to the Planning as a Board Member for a five (5) year term (2025).

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Motion was made by Trustee Wikman, seconded by Trustee Pazzuti, and carried, Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed, confirming the appointment by the Board of Trustees of Edward Young to the Planning Board as a member for two (2) year term (2022).

Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed, confirming the appointment by the Board of Trustees of Jeremy Raynor to the zoning Board of Appeals as a member for five (5) year term (2025).

Motion was made by Trustee Wikman, seconded by Trustee Braman, and carried, Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes, none opposed, confirming the appointment by the Board of Trustees of Helen Brogan to the Historic Preservation Commission as a member for a four (4) year term (2024).

Resolution was adopted by motion of Mayor Krebs, seconded by Trustee Wikman, and carried; Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes, none opposed, to use Town of Concord Tax Assessment Roll so far as practicable for Village of Springville tax purposes.

Motion was made by Mayor Krebs, seconded by Trustee Pazzuti, and carried, Mayor Krebs, Trustees Pazzuti, Braman, Skelton and Wikman voting yes, none opposed, confirming the appointments by Mayor Krebs to the ADA Committee, as follows:

John Baronich
Dr. Robbin Hansen
Timothy O'Neal
Claudia Wolniewicz
Nils Wikman, Chairman

Motion was made by Trustee Wikman, seconded by Trustee Skelton, and carried; Mayor Krebs, Trustees Wikman, Skelton, Pazzuti and Braman voting yes, none opposed confirming the appointment by Mayor Krebs, of William Krebs as Affirmative Action Officer for the Village of Springville.

Motion was made by Trustee Skelton, seconded by Trustee Pazzuti, and carried; Mayor Krebs, Trustees Skelton, Pazzuti, Braman and Wikman voting, yes, none opposed appointing Mayor William J. Krebs and Trustee Nils Wikman, as the discrimination/harassment committee for the Village of Springville.

Motion was made by Trustee Wikman, seconded by Trustee Braman, and carried; Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes, none opposed to reimbursing mileage at .575 cents a mile.

OLD BUSINESS

There was no old business to discuss this evening.

BILLS

Bills, as examined by members of the Board of Trustees were approved for payment in accordance with Abstracts #94 through #109 total of \$249,875.53 of 2020/2021 for the General, Water/Sewer, Electric, Trust and Agency Funds by motion of Trustee Wikman, seconded by Trustee Pazzuti; carried, Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed.

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PERMITS AND APPLICATIONS

Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to accept the consent agenda below.

Minutes of September 8, 2020 Planning Board meeting. **CA.1**

Minutes of the September 9, 2020 Zoning Board meeting. **CA.2**

PROJECT: 0000009276 - UTILITY CHANGES TYPE: UTILITY CHANGES
PROPERTY: 225 S CASCADE DR
ISSUED DATE: 9/03/2020
ISSUED TO: ROOSA FAMILY ASSOCIATES
PO BOX 67
SALAMANCA, NY 14779

PROJECT: 0000009277 - UTILITY CHANGES TYPE: UTILITY CHANGES
PROPERTY: 12 W MAIN ST
ISSUED DATE: 9/08/2020
ISSUED TO: DYNAMIC ELECTRICAL SOLUTIONS
50 GLEN ST
SPRINGVILLE, NY 14141

PROJECT: 0000009278 - ACCESSORY BUILDING TYPE: ACCESSORY
PROPERTY: 292 N CENTRAL AVE BUILDINGS
ISSUED DATE: 9/09/2020
ISSUED TO: HEBDON, MARK
292 NORTH CENTRAL AVE.
SPRINGVILLE, NY 14141

PROJECT: 0000009279 - ROOFING TYPE: ROOF
PROPERTY: 30 MAPLE AVE
ISSUED DATE: 9/10/2020
ISSUED TO: OTT, KARL
30 MAPLE AVE
SPRINGVILLE, NY 14141

PROJECT: 0000009280 - ROOFING TYPE: ROOF
PROPERTY: 202 WAVERLY ST
ISSUED DATE: 9/11/2020
ISSUED TO: HITCHCOCK, BRUCE III
202 WAVERLY ST
SPRINGVILLE, NY 14141

PROJECT: 0000009281 - FENCES TYPE: FENCES
PROPERTY: 88 PINWOOD DR
ISSUED DATE: 9/14/2020
ISSUED TO: LETINA, TAMARA
88 PINWOOD DR
SPRINGVILLE, NY 14141

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PROJECT: 0000009282 - DRIVEWAY TYPE: DRIVEWAY
PROPERTY: 187 N BUFFALO ST
ISSUED DATE: 9/14/2020
ISSUED TO: ROCKENSTEIN, KAREN
187 N BUFFALO ST #1
SPRINGVILLE, NY 14141

PROJECT: 0000009283 - ACCESSORY BUILDING TYPE: ACCESSORY
PROPERTY: 132 MILL ST BUILDINGS
ISSUED DATE: 9/14/2020
ISSUED TO: BRYNIARSKI, JEFFREY
132 MILL ST
SPRINGVILLE, NY 14141

PROJECT: 0000009284 - ROOFING TYPE: ROOF
PROPERTY: 122 NORTH ST
ISSUED DATE: 9/15/2020
ISSUED TO: STURZENBECKER, CARL
122 NORTH ST.
SPRINGVILLE, NY 14141

PROJECT: 0000009285 - SHEDS, UP TO 144 SQ.FT. TYPE: SHEDS
PROPERTY: 46 GREENWOOD PL
ISSUED DATE: 9/16/2020
ISSUED TO: LEONARD, JAMES & MARLA
46 GREENWOOD PL
SPRINGVILLE, NY 14141

PROJECT: 0000009286 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC
PROPERTY: 344 W MAIN ST
ISSUED DATE: 9/17/2020
ISSUED TO: ANDREWS, ELIZABETH
290 ELM ST
SPRINGVILLE, NY 14141

PROJECT: 0000009287 - UTILITY CHANGES-WATER TYPE: PLUMBING
PROPERTY: 344 W MAIN ST
ISSUED DATE: 9/17/2020
ISSUED TO: ANDREWS, ELIZABETH
290 ELM ST
SPRINGVILLE, NY 14141

PROJECT: 0000009288 - UTILITY CHANGES-SEWER TYPE: UTILITY CHANGES
PROPERTY: 344 W MAIN ST
ISSUED DATE: 9/17/2020
ISSUED TO: ANDREWS, ELIZABETH
290 ELM ST
SPRINGVILLE, NY 14141

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PROJECT: 0000009289 - RESIDENTIAL ALTERATION TYPE: RESIDENTIAL
PROPERTY: 36 S CENTRAL AVE ALTERATION
ISSUED DATE: 9/17/2020
ISSUED TO: DYGERT, MICHAEL
36 S. CENTRAL AVE.
SPRINGVILLE, NY 14141

PROJECT: 0000009290 - RESIDENTIAL HOME/STRUCTURAL TYPE: RESIDENTIAL
PROPERTY: 75 PINWOOD DR HOME/STRUCT
ISSUED DATE: 9/18/2020
ISSUED TO: WALTER, KATHLEEN
8649 COLE ROAD
COLDEN, NY 14033

PROJECT: 0000009291 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC
PROPERTY: 75 PINWOOD DR
ISSUED DATE: 9/18/2020
ISSUED TO: WALTER, KATHLEEN
8649 COLE ROAD
COLDEN, NY 14033

PROJECT: 0000009292 - DRIVEWAY TYPE: DRIVEWAY
PROPERTY: 75 PINWOOD DR
ISSUED DATE: 9/18/2020
ISSUED TO: WALTER, KATHLEEN
8649 COLE ROAD
COLDEN, NY 14033

PROJECT: 0000009293 - UTILITY CHANGES-WATER TYPE: PLUMBING
PROPERTY: 75 PINWOOD DR
ISSUED DATE: 9/18/2020
ISSUED TO: WALTER, KATHLEEN
8649 COLE ROAD
COLDEN, NY 14033

PROJECT: 0000009294 - UTILITY CHANGES-SEWER TYPE: PLUMBING
PROPERTY: 75 PINWOOD DR
ISSUED DATE: 9/18/2020
ISSUED TO: WALTER, KATHLEEN
8649 COLE ROAD
COLDEN, NY 14033

PROJECT: 0000009295 - ACCESSORY BUILDING TYPE: ACCESSORY
PROPERTY: 525 NORTH ST BUILDINGS
ISSUED DATE: 9/22/2020
ISSUED TO: GAMBINO, DOMINIC
525 NORTH ST
SPRINGVILLE, NY 14141

VILLAGE ATTORNEY REPORT

Village Attorney Paul Weiss had nothing to report outside of Executive Session this evening.

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TRUSTEE NOTES & PROJECT REPORTS

Trustee Pazzuti reported on the NYCOM Fall Training virtual sessions she has been attending.

Trustee Wikman had nothing to report this evening.

Trustee Skelton commented that he is very grateful to be voted back onto the Village Board.

Trustee Braman echoed Trustee Skelton's sentiment.

Mayor Krebs welcomed Trustees Skelton and Braman to the Board.

10. Executive Session Motion was made by Trustee Wikman, seconded by Trustee Pazzuti to adjourn to Executive Session at 7:31pm to discuss a legal matter.
11. 37 South Central Demo Upon return from Executive Session, motion was made by Trustee Wikman, seconded by Trustee Pazzuti; carried, Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed to advertising for bids for the demolition of the house and garage at 37 South Central Ave., Springville, NY and all costs to be charged to the property to be placed on the taxes and a lien to be placed by the Village Attorney to the said property (335.19-2-18).
12. Adjourn Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to adjourn the Regular Session at 8:08 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

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ATTACHMENT NO. A2
AGENDA DATE 10/19/20

VILLAGE OF SPRINGVILLE
2020 MINUTES

September 28, 2020

7:31 PM

An Executive Session of the Trustees of the Village of Springville was held at the Village Municipal Building, 65 Franklin Street, Springville, New York at the above date and time. Present were:

Mayor	William J. Krebs
Trustees	Reed Braman Kim Pazzuti Terry Skelton Nils A. Wikman
Village Administrator	Elizabeth Melock
Village Attorney	Paul Weiss
Building Inspector/CEO	Michael Kaleta
Deputy Clerk	Holly Murtiff

1. 37 South Central Avenue Update
Village Attorney Paul Weiss updated the Mayor and Board on the status of 37 South Central Avenue.
2. Adjourn
Motion was made by Trustee Wikman, seconded by Trustee Pazzuti; carried, Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed to adjourn to Regular Meeting at 8:05 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

Administrator's Report

Oct 19th, 2020

1. Approve Community Development Projects. Erie County Community Development Program 2021-2022 Projects to be submitted by the October 26th deadline are (ranked in order of importance):

#1 – N Central Ave Water Main Replacement Total Cost is \$485,275 requesting CDBG grant funds of \$150,000

#2 – Demolition of Skate Park Total Cost is \$25,000 requesting CDBG grant funds of \$25,000

#3 – Support for Rural Transit

#4 – Eaton Park Outdoor Recreation Improvements – Total Cost is \$344,000 requesting CDBG – CV funds of \$200,000

2. Authorize Mayor to sign CARES Act contract for reimbursement of \$39,497.40. See attached agreement
3. Financial statements have been audited. They are available on the village web site www.villageofspringvilleny.com or at village hall.
4. Modify 20-21 Budget. See attached sheets.
5. Approve NYS Retirement reporting resolution for Village Attorney. See attached resolution.
6. Accept resignation of Adam Tillinghast effective Oct 30, 2020 from the position of Caretaker Pt at 65 Franklin St.
7. Appoint Miranda Richert to the position of Caretaker Pt at 65 Franklin St effective Nov 2, 2020 at a salary of \$15.71 per hour.

Discussion items:

1. Due to the COVID 19 Pandemic, this year Trick or Treat activities in the Village of Springville are at the discretion of individual families. As in the past, there will be a curfew for children and young adults in our down town area from 7 pm until midnight on Halloween. The CDC has published recommendations about trick or treat activities.
2. Please contact the office for payment arrangements on your electric account if you are unable to pay your bill in full each month.

3. Financial reports (Treasurer's Report) – Balance Sheets, Rev & Exp Summaries have been submitted to the village board for the period June-Sept 2020.
4. No Overnight parking starts Nov 10 – April 1st from 2-7 am on village streets. Additional 5 spots of overnight parking are being added to the rear of Harmony Wellness Center building in the Shuttleworth Parking lot due to increase in apts rented on E. Main St.
5. Bid date for 37 S. Central demolition is set for Nov. 5th at 11 am. Bid packets have been sent out.

INTERMUNICIPAL AGREEMENT

CARES Act Local Government Distribution

This Intermunicipal Agreement (“Agreement”), is made and entered into by and between **THE COUNTY OF ERIE**, a municipal corporation organized under the laws of the State of New York (the “County”) and Village of Springville, a municipality and political subdivision of the State of New York (the “Local Government”). The County and the Local Government shall be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27, 2020, which provides over \$2 trillion of economic relief; and

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the CARES Act provides that the U.S. Treasury Department was to make payments from the Coronavirus Relief Fund to states and eligible units of local government; the District of Columbia and U.S. territories; and tribal governments, based on population calculations provided in the CARES Act; and

WHEREAS, the County is an eligible unit of local government under the CARES Act and has received an allocation of Coronavirus Relief Funds; and

WHEREAS, the CARES Act requires that Coronavirus Relief Funds may only be used to cover those costs of the local government that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020, for the local government entity; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

and

WHEREAS, the County desires to distribute a portion of its allocation of Coronavirus Relief Funds with the Local Government in order to effectuate the purpose and intent of the CARES Act and to assist the Local Government in mitigating the impacts of the COVID-19 emergency, and the Parties desire to enter to this intermunicipal agreement in order to set forth the terms and conditions pertaining to such distribution.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and the Local Government agree as follows:

1. Coronavirus Relief Funds Available to Local Government. The County will make available for reimbursement to the Local Government, a portion of the County's allocation of Coronavirus Relief Funds (the "Coronavirus Relief Funds" or "Funds") in an amount not to exceed one million dollars (\$1,000,000.00) (the "Distribution Amount"). The Local Government acknowledges and agrees that the County, at its sole discretion, may increase or decrease the Distribution Amount as may be necessary to reallocate Funds to address county-wide needs, other local government or sub-grantee needs, and/or other needs consistent with the CARES Act, or because the Local Government will not be able to use its full share by December 30, 2020. Prior to making a decision to increase or decrease the Distribution Amount, the County shall consult with the representative for the Local Government to determine the anticipated needs and expenses of the Local Government and the amounts of any unreimbursed expenses. The County shall provide written notice of at least ten (10) business days prior to the effective date of any increase or decrease in the Distribution Amount. Once such notice has been given, the County will continue to reimburse Local Government expenses that meet the requirements of this Agreement and that were incurred or committed to prior to the Local Government's receipt of the notice, so long as reimbursement is requested in compliance with this Agreement prior to the effective date of the notice.

2. Local Government Request for Reimbursement. The Local Government may make a request for reimbursement of its non-personnel expenditures to the County. The Local Government's total requests for reimbursement, along with the total amount of any Funds paid or advanced, shall not exceed the Distribution Amount. The Local Government acknowledges and agrees that the costs and expenses submitted will only be submitted for reimbursement pursuant to this Agreement and will not be submitted for reimbursement, or paid with funds from any other federal government program, such as FEMA or another aid program. Prior to making an expenditure, the Local Government may consult with the County to inquire whether certain costs and expenditures may be in compliance with the CARES Act.

A. Requests. The request for reimbursement shall be submitted with the form provided by the County and shall include the following documentation:

1) The Local Government shall provide a description of the date of expenditure, amount, vendor, description of expense, an explanation of expense's connection to COVID-19, and a certification that such expenses are eligible expenses in compliance with the CARES Act that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 23, 2020 ("Eligible Expenses").

2) The Local Government shall provide supporting information for the request for reimbursement in the form of contracts, invoices, vouchers, receipts, or other official documentation proving/verifying its expenditures submitted on the form provided as Eligible Expenses under the CARES Act.

B. Request Submission Date. Local Governments are eligible for one reimbursement submission request which must be submitted in compliance with the terms contained herein and any further guidance provided by the County no later than September 30, 2020.

C. County Review and Acceptance. The County shall review and/or audit the Local Government's reimbursement request. The County shall only accept and reimburse requests that provide adequate documentation, and only for what the County determines, at its sole discretion, are Eligible Expenses. The County may contact the Local Government to discuss the documentation and nature of the expenses included in the request for reimbursement. In the event the County does not accept, in whole or in part, the Local Government's request for reimbursement, the County shall provide a written response documenting the basis for the County's determination. The Local Government may resubmit a corrected or augmented request for reimbursement and any necessary additional supporting documentation within ten (10) days of receiving notice of the County's written determination, and the County will then re-review the request and any additional supporting documentation and rationale submitted by the Local Government; except that, no request may be submitted or re-submitted any later than September 30, 2020 and any request submitted after such date will not be paid, unless advance permission to submit or re-submit a request after this date is obtained from the County. The Local Government acknowledges and understands that the U.S. Treasury is the authorizing agency and the County is using its best efforts to determine Eligible Expenses. Any reimbursement request accepted and paid, in whole or in part, by the County, is still subject to federal review and has the potential to be subsequently dis-allowed. As such, any acceptance by the County of the Local Government's request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Local Government's obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Local Government's obligation to return/repay any Funds distributed to the Local Government that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to otherwise be unlawful.

D. Distribution. The County shall disburse reimbursement directly to the Local Government via check issued by the County to the Local Government. The County shall use its best efforts to distribute Funds to the Local Government within ten (10) days of the County's review and acceptance. After review of this criteria by the County's Division of Budget and Management and Department of Homeland Security and Emergency Services your Local Government shall receive a reimbursement total of \$39,497.40.

E. Consultation. The Local Government is encouraged to consult with the County if there is any question regarding whether proposed expenses are viewed by the County as being Eligible Expenses or regarding any other requirements for reimbursement, prior to incurring or otherwise committing to the expenses. The Local Government shall not enter into any sub-grant arrangements or agreements without first consulting with and obtaining permission from the County. The County will use its best efforts to promptly respond to any questions regarding eligibility, sub-grants, or other requirements.

F. Disputes/Release. The Local Government understands that the County is obligated to expend its allocation of Coronavirus Relief Funds no later than December 30, 2020, and that any unexpended Funds as of that date must be returned to the U.S. Treasury Department. Due to the limited time to administer the Coronavirus Relief Funds, the Local Government agrees that there is no time to file an action to compel any alleged reimbursement requirement or other relief. The Local Government understands that the resubmittal process contained in Paragraph 2C above is the sole process for disputes regarding eligibility. The Local Government acknowledges that the County's decisions concerning any reimbursement of submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. Local Government hereby waives, relinquishes and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County of Erie, its elected and appointed officials, employees and agents, to obtain reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to pay Funds and/or expenses related to COVID-19, or to seek any other relief that is inconsistent with this sub-section of the Agreement.

3. Return of Funds. To the extent any reimbursement paid to the Local Government under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the Local Government, the Local Government agrees that it shall return any Funds that are unused or refunded to the County by December 10, 2020.

4. Expenditures and Accounting.

A. The CARES Act imposes expenditure and accounting obligations upon local governments receiving Coronavirus Relief Funds. The Local Government acknowledges and agrees to be solely responsible for ensuring that it procures, spends, documents, and accounts for its portion of the Distribution Amount received from the County in strict compliance with the CARES Act requirements and this Agreement, and any other applicable laws, regulations and rules, formal guidance from the U.S. Treasury Department, and the OMB Uniform Guidance for Federal Awards (2 CFR § 200). Because the CARES Act is recent legislation, the Parties anticipate that additional federal legislation, rules, regulations, and guidance from the U.S. Treasury Department may be promulgated regarding the expenditure and accounting requirements. The Local Government agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, regulations, and guidance from the U.S. Treasury Department.

B. The Local Government shall maintain a complete set of books and records documenting its use of Funds under this Agreement. Records are to include relevant financial information such as bids, proposals, contracts, invoices, vouchers, receipts, payroll and time records as well as administrative records documenting the Local Government's determination that such expenditures are Eligible Expenses under the CARES Act. The Local Government shall provide full access to these books and records to the County, the U.S. Treasury Department, and the Office of Inspector General ("OIG"), so that compliance with the CARES Act and other applicable laws and regulations can be monitored, audited, and confirmed. During the term of this Agreement, the County will monitor the use of Funds distributed to the Local Government through reporting, site visits, regular contact, or other means to provide reasonable assurance of compliance with laws, regulations, and the provisions of the CARES Act. All records pertaining

to the use of Funds under this Agreement are to be maintained for five (5) years from December 30, 2020.

C. The Parties anticipate that the Office of Inspector General (“OIG”) will audit the use of Coronavirus Relief Funds beginning in January 2021, or thereafter. In anticipation of the upcoming audit, the Local Government agrees to provide to any additional documentation required to respond to such audit.

D. If the federal government imposes additional documentation requirements on the County, the Local Government agrees to timely provide to the County all information and documentation necessary for the County’s compliance with such requirements as related to the Distribution Amount.

E. None of the reporting requirements herein are intended to shift the responsibility of the Local Government for ensuring that each dollar of its requests for reimbursement or advances were spent in compliance with the CARES Act and this Agreement. The County assumes no responsibility for oversight or management of the Local Government’s spending and requires the above reporting to ensure the County has sufficient documentation for the OIG audit. In the event the OIG, U.S. Treasury Department, or any other federal agency/division determines that the Local Government spent its Distribution Amount on, or was reimbursed by the County for any ineligible expenses, or that the expenditure or use of Funds was otherwise unlawful, the Local Government acknowledges and agrees that it is solely responsible for any required recoupment/repayment of those Funds.

5. Audit. In the event of an audit or other investigation or review by the U.S. Treasury Department, or other federal agency/division, of the use of any Coronavirus Relief Funds provided by the County, the Local Government shall, at its own costs, provide documentation and defend the Local Government’s use of the Funds. The Local Government agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this Agreement. In the event that the U.S. Treasury or other federal agency/division finds that the Local Government’s use of Funds was not authorized by the CARES Act or this Agreement, or that the Local Government received reimbursement of Funds from the County to cover expenditures that are not Eligible Expenses or was otherwise in violation of the CARES Act, or was otherwise unlawful, the Local Government acknowledges and agrees that it shall be solely responsible for paying/refunding/reimbursing the amount of such Funds to the County, along with any interest and costs owed on such amount. The County shall then pay the amount of such Funds, and interest and costs, received from the Local Government to the U.S. Treasury or other federal agency/division. In the event the Local Government fails to comply with its obligation to pay/refund/reimburse Funds as set forth above, in addition to any other remedy that the County may have available, the County may withhold any funds collected by the County that would be owed to the District as a set off to make any required payments/refunds/reimbursements to the U. S. Treasury or other federal agency/division, or to cover any amounts expended by the County for such purpose. The Local Government further acknowledges and agrees that, if the expenditure of Federal awards by the Local Government meets or exceeds \$750,000 during the fiscal year 2020, it shall perform audits as required by the OMB Uniform Guidance per §200.501.

6. **Representatives.** The County's primary representative and contact for matters pertaining to this Agreement shall be Benjamin Swanekamp, Benjamin.Swanekamp@erie.gov, Deputy Erie County Budget Director. The Local Government's primary representative and contact for matters pertaining to this Agreement shall be William J. Krebs.

7. **Compliance with Laws.** The Local Government shall comply with the Cares Act and any other applicable federal, state, and local laws, regulations and rules.

8. **Indemnification.** To the extent permitted by law, the Local Government shall indemnify the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Local Government, or its elected officials, employees, agents, or subcontractors arising out of or in any way connected with the performance of this Agreement. The Local Government's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.

9. **Hold Harmless.** The Local Government agrees that in the event the Local Government (or anyone acting on its behalf) fails to perform the terms of the Agreement or is found to use any Funds received on ineligible expenses, or found to have been reimbursed for ineligible expenses, under the CARES Act and/or other applicable law, the Local Government agrees to hold the County harmless for any damages suffered as a result thereof. The Local Government also agrees to pay any actions, claims, lawsuits, damages, charges, or judgments whatsoever that arise out of the Local Government's performance or nonperformance under this Agreement, including the costs and reasonable attorneys' fees incurred by the County in the defense thereof.

10. **Term.** This Agreement begins as of the date of the last signature finally executing the Agreement and shall expire on December 31, 2020. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement, including, without limitation, Sections 2-5 and 8-10 of this Agreement, shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this Agreement.

11. **Miscellaneous Provisions.**

A. Assignment. No Party shall have the right and authority to assign any of the obligations associated with this Agreement to another Party.

B. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved

to the County and the Local Government. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

D. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

E. Laws and Venue. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of New York. Venue for the trial of any action arising out of any dispute hereunder shall be the County of Erie, pursuant to the appropriate rules of civil procedure.

F. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the Local Government and/or the County.

G. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered via e-mail, by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

COUNTY: Benjamin Swanekamp, Deputy Budget Director Erie County
95 Franklin Street, 16th Floor
Buffalo, New York 14202

And

Erie County Attorney
95 Franklin Street Rm. 1634
Buffalo, New York 14202

LOCAL
GOVERNMENT: Village of Springville
William J. Krebs
5 West Main Street
PO Box 17
Springville, NY 14141

And

H. Modifications. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the Local Government.

I. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

K. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

L. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

IN WITNESS WHEREOF, the County and the Local Government have executed this Agreement as of the date(s) set forth below.

ATTEST:

_____ *LOCAL GOVERNMENT* _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

COUNTY OF ERIE:

By: _____

MARK POLONCARZ/MARIA WHYTE
County Executive/Deputy County Executive

Date: _____

APPROVED AS TO CONTENT:

By: -----electronically signed-----
Robert W Keating, Director
Erie County Division of Budget and Management

APPROVED AS TO FORM:

By: -----electronically signed-----
Gregory P Kammer,
Assistant Erie County Attorney

Date: _____ Doc# _____

Budget Transfers 20-21

Board mtg 10/19/2020

Amount	From Account	To Account
General Fund		
\$ 212.00	1325-0400-001	1355-0400-001
\$ 861.00	1325-0400-001	1450-0400-001
\$ 6,000.00	7110-0100-001	8510-0100-001
\$ 23,700.00	5110-0100-001	8560-0100-001
\$ 213.00	5110-0120-001	8560-0100-001
\$ 2,000.00	8010-0400-001	8010-0410-001
\$ 726.00	3310-0120-001	3310-0100-001
\$ 8.00	8560-0440-00	8560-0460-001
\$ 33,720.00		

Governor's Traffic Safety Grant for Police Labor received 10/13/2020

Increase Revenue - 3889 -Other Home & Community line by \$3500

Increase Expense - Police Labor 3120-0100 by \$3500

Auction International Surplus check received 10/14/2020

Increase Revenue - Sale of Scrap/Excess Material 2650 by \$5815

Increase Expense - Public Works Other Equipment 1490-0250 by \$5815

PACKET: 00184-20-21 BUDGET ADJ 10-19-2020
BUDGET CODE: CB-Current Budget

UND ACCOUNT # 000234

UND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
001 5-1355-0400-001	10/19/2020	MODIFY 20-21 BUDGET ASSESSMENT CONT. EXPENSE	212.00	3,700.00	0.00	3,912.00	0.70
001 5-1325-0400-001	10/19/2020	MODIFY 20-21 BUDGET CLERK-TREAS. CONT. EXPENSE	212.00-	30,000.00	0.00	28,927.00	18,864.23
001 5-1450-0400-001	10/19/2020	MODIFY 20-21 BUDGET ELECTION CONTRACTUAL EXPENSE	861.00	0.00	0.00	861.00	0.90
001 5-1325-0400-001	10/19/2020	MODIFY 20-21 BUDGET CLERK-TREAS. CONT. EXPENSE	861.00-	30,000.00	0.00	28,927.00	18,864.23
001 5-8510-0100-001	10/19/2020	MODIFY 20-21 BUDGET COMM.BEAUTIFICATION - PERS.SER	6,000.00	1,250.00	0.00	7,250.00	763.10
001 5-7110-0100-001	10/19/2020	MODIFY 20-21 BUDGET PARKS PERSONAL SERVICE	6,000.00-	25,344.00	0.00	19,344.00	6,001.39
001 5-8560-0100-001	10/19/2020	MODIFY 20-21 BUDGET SHADE TREES PERSONAL SERVICE	23,700.00	6,000.00	0.00	29,700.00	47.34
001 5-5110-0100-001	10/19/2020	MODIFY 20-21 BUDGET STREET MAINT. PERSONAL SERVICE	23,700.00-	191,000.00	0.00	167,300.00	98,769.89
001 5-8560-0120-001	10/19/2020	MODIFY 20-21 BUDGET SHADE TREES OVERTIME	213.00	0.00	0.00	213.00	0.03
001 5-5110-0120-001	10/19/2020	MODIFY 20-21 BUDGET OVERTIME	213.00-	3,000.00	0.00	2,787.00	1,945.24
TOTAL IN PACKET--							0.00

*** NO WARNINGS ***
*** NO ERRORS ***

*** END OF REPORT ***

PACKET: 00185-MODIFY BUDGET OCT 19 2020
 BUDGET CODE: CB-Current Budget

UND ACCOUNT DATE DESCRIPTION ADJUSTMENT ORIGINAL BUDGET PREVIOUS ADJUSTMENTS NEW BUDGET BUDGET BALANCE
 Budget Adj. # 000235 -----

101	5-8010-0400-001	10/19/2020	MODIFY 20-21 BUDGET	2,000.00-	7,300.00	0.00	5,300.00	5,436.92
	ZONING-CEO CONTRACTUAL EXPENSE							
101	5-8010-0410-001	10/19/2020	MODIFY 20-21 BUDGET	2,000.00	500.00	0.00	2,500.00	512.78
	ZONING BOARD CONTRACTUAL EXP							
101	5-3310-0100-001	10/19/2020	MODIFY 20-21 BUDGET	726.00	1,200.00	0.00	1,926.00	0.71
	TRAFFIC CONTROL PERSONAL SERV							
101	5-3310-0120-001	10/19/2020	MODIFY 20-21 BUDGET	726.00-	800.00	0.00	74.00	74.00
	OVERTIME							
101	5-8560-0460-001	10/19/2020	MODIFY 20-21 BUDGET	8.00	0.00	0.00	8.00	0.40
	SHADE TREES MISCELLANEOUS							
101	5-8560-0440-001	10/19/2020	MODIFY 20-21 BUDGET	8.00-	16,000.00	0.00	15,992.00	15,992.00
	SHADE TREES CONTRACTED SERVICE							
	TOTAL IN PACKET--						<u>0.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

PACKET: 00186-GOV TRAFFIC SAFETY GRANT
UDGET CODE: CB-Current Budget

UND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

udget Adj. # 000236							
01 4-0001-3989-001 10/19/2020 GOV TRAFFIC SAFETY		OTHER HOME & COMMUNITY SERVICE	3,500.00	0.00	0.00	3,500.00-	262.75
01 5-3120-0100-001 10/19/2020 GOV TRAFFIC SAFETY		POLICE DEPT - REGULAR WAGES	3,500.00	161,824.00	0.00	165,324.00	110,687.00
			TOTAL NO. ADJUSTMENTS--REVENUE:		1	3,500.00	
			TOTAL NO. ADJUSTMENTS--EXPENSE:		1	3,500.00	
			TOTAL IN PACKET--			7,000.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

PACKET: 00187-AUCTION INTL SALE OF SCRAP
BUDGET CODE: CB-Current Budget

UND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000237 -----							
01 4-0001-2650-001	10/19/2020	SALE OF EXCESS DPW	5,815.00	500.00-	0.00	6,315.00-	5,672.80-
		SALES OF SCRAP & EXCESS MATERI					
01 5-1490-0250-001	10/19/2020	SALE OF EXCESS DPW	5,815.00	0.00	0.00	5,815.00	5,815.00
		OTHER EQUIPMENT					
		TOTAL NO. ADJUSTMENTS--REVENUE:			1	5,815.00	
		TOTAL NO. ADJUSTMENTS--EXPENSE:			1	5,815.00	
		TOTAL IN PACKET--				11,630.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

Please type or print clearly
 in blue or black ink

Employer Location Code

4 0 0 5 7

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

Received Date

BE IT RESOLVED, that the Village of Springville / 40057 hereby established the following standard work days for these titles and will

(Name of Employer) (Location Code)

report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Paul D Weiss			Village Attorney	04/06/2020-04/05/2021	8	6	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
Elizabeth C Melock							<input type="checkbox"/>		<input type="checkbox"/>

I, Elizabeth C Melock secretary/clerk of the governing board of the Village of Springville of the State of New York, (Name of Secretary or Clerk) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 19th day of October, 2020 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Village of Springville on this 19th day of October, 2020, (Name of Employer)

Elizabeth C Melock
 (Signature of Secretary or Clerk)

Affidavit of Posting: I, Elizabeth C Melock being duly sworn, deposes and says that the posting of the Resolution began on 10-20-2020 and continued for at least 30 days. That the Resolution was available to the public on the: (Date) (Name of Secretary or Clerk)

- Employer's website at: _____
- Official sign board at: _____
- Main entrance Secretary or Clerk's office at: 5 W. Main St

(seal)

VILLAGE OF SPRINGVILLE
DEPARTMENT OF PUBLIC WORKS

Duane Boberg

Superintendent of Public Works

Superintendent Report for October 19, 2020

ATTACHMENT NO. A4

AGENDA DATE 10/19/20

Reports:

Resolution/Recommendation: To hire Brandon Smith, 10909 Rt 240 West Valley, NY 14171 for the vacant Lineman B position. Starting pay will be \$25.00 for the six-month probationary period. Pay after probation will be \$27.43 as per Union contract. He is aware of residency requirements.

Resolution: Surplus/Scrap Items on attached page. Surplus item will be put on Auction International.

Streets Dept. is starting to pick up leaves. I would like to remind the public to not mix brush with the leaves. Please make separate piles. Leaf pick-up is run on a route. So please put your leaves out next to the road and they will get picked. We will be picking up until the weather dictates that we can't.

Electric Dept. Scrap

- 3 transformer lifting slings, All show signs of wear and are unsafe. We already have new ones
- 1 pair of class 1 rubber gloves size 10.5 (failed test)
- 1 large left rubber class 2 sleeve (failed test)
- 2 large right rubber class 2 sleeve (failed test)
- 1 extra large left class 2 sleeve (failed test)
- 1 extra large right class 2 sleeve (failed test)
- 1 DEK 5650 watt gas generator
- 1 30' pole BCH parking lot light pole 1
- 1 40' pole 9-1 east main st moved to temp SVC pole for new medical arts building. No longer needed.
- 1 Salisbury orange split rubber blanket.

Electric Dept. Surplus

- 1HP desk jet 6540 printer
 - 1 Dell top computer product key PGQMY-VMXPV-6H9TG-9CGWQ-3KB2Q
 - 1 Dell monitor sn#CN-DM39MD-74445-258-745U
- All part are from an obsolete meter test bench.

Streets Dept. Surplus

- 1 Lay-Mor walk behind sidewalk sweeper. Age unknown.

LT. NICHOLAS K. BUDNEY
OFFICER IN CHARGE



ATTACHMENT NO. A5

AGENDA DATE 10/19/20

SPRINGVILLE POLICE DEPARTMENT

October 19, 2020

September 2020 SPD Report – 244 calls handled, 2326 miles patrolled, 49 patrol shifts/4 court shifts, which resulted in 144 summonses and 17 parking tickets issued for the month.

ECSO handled 648 calls during the month of September.

Police reform Committee Meeting – 10/21 at 530pm – 65 Franklin

Shop with A Cop 2020

PATROL OFFICE
65 FRANKLIN STREET
PO BOX 17
SPRINGVILLE, NEW YORK 14141

nbudney@villageofspringvillenyc.com

ADMINISTRATIVE OFFICE
5 WEST MAIN STREET
PO BOX 17
SPRINGVILLE, NEW YORK 14141
(716) 592-4936 FAX (716) 592-7088

ATTACHMENT NO. A6
AGENDA DATE 10/19/20



SPRINGVILLE FIRE CONTROL REPORT **SEPTEMBER 2020**

1. PERSONNEL

- A. ELIAS REDEYE STARTED TRAINING 7/5/2020 AND CURRENTLY IN TRAINING BUT HAS NOT SHOWED UP SINCE 8/23/20. LEFT SEVERAL VOICE MESSAGES ON HIS CELL PHONE WITH NO RETURN CALL.
- B. ALL PERMANENT DISPATCHERS POSITIONS FILLED AT THIS TIME.
- C. ALL DISPATCHERS ARE WEARING MASKS AND EXTRA CLEANING EVERY SHIFT.
- D. CONTROL CENTER STILL ON LOCK DOWN DUE TO THE PANDEMIC ONLY DISPATCHERS THAT ARE SCHEDULED TO WORK ARE ALLOWED IN.

2. EQUIPMENT

- A. ALL EQUIPMENT OPERATIONAL.
- B. AFTER TALKING WITH STEVE PIOTROWSKI (DEPARTMENT OF HOMELAND SECURITY) THE LAPTOP FOR SPRINGVILLE WILL REMAIN AT THE EMERGENCY SERVICES BUILDING UNTIL NEEDED.
- C. TEXT TO 911 INSTALLED 9/10/20 BY ERIE COUNTY AND DEPT. OF HOME LAND SECURITY. ALL DISPATCHERS HAVE HAD IN HOUSE TRAINING ON IT AS PART OF TRAIN THE TRAINER.

3. MONTHLY CALL VOLUME REPORT

- A. MONTHLY CALL VOLUME REPORT SUBMITTED

CALL VOLUME MONTH OF SEPTEMBER

SPRINGVILLE- 38-EMS
 4-FIRES
 1-MVA
 3-ASST
 12-OTHER

 TOTAL 58 CALLS

EAST CONCORD- 9- EMS
 2- FIRES
 1- MVA
 0-ASST
 1-OTHER

 TOTAL 13 CALLS

MORTONS CORNERS- 5- EMS
 2- FIRES
 1- MVA
 0-ASST
 3- OTHER

 TOTAL 11 CALLS

MERCY EMS-

117-EMS

1-FIRES

5- MVA

5-ASST

61- OTHER

TOTAL 189 CALLS

TOTAL OF 271 CALLS UNDER SPRINGVILLE FIRE CONTROL

RESPECTIVELY SUBMITTED,
RICK JOHNSON SR. DISPATCHER

VILLAGE OF
SPRINGVILLE
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PERMITS AND APPLICATIONS

PROJECT: 0000009296 - ROOFING
PROPERTY: 415 E MAIN ST
ISSUED DATE: 9/25/2020
ISSUED TO: WOZNIAK, FRANK JR
415 E MAIN ST
SPRINGVILLE, NY 14141

TYPE: ROOF

PROJECT: 0000009297 - UTILITY CHANGES-PLUMBING
PROPERTY: 207 WAVERLY ST
ISSUED DATE: 9/25/2020
ISSUED TO: VACINEK HEATING & ROOFING, INC
8038 BOSTON STATE ROAD
HAMBURG, NY 14075

TYPE: PLUMBING

PROJECT: 0000009298 - GARAGE SALE
PROPERTY: 431 WAVERLY ST
ISSUED DATE: 9/28/2020
ISSUED TO: OUR SAVIOR LUTHERAN CHURCH
PARSONAGE
431 WAVERLY ST.
SPRINGVILLE, NY 14141

TYPE: GARAGE SALES

PROJECT: 0000009299 - ROOFING
PROPERTY: 25 EATON ST
ISSUED DATE: 9/28/2020
ISSUED TO: MESCH, BYRON
25 EATON ST
SPRINGVILLE, NY 14141

TYPE: ROOF

PROJECT: 0000009300 - UTILITY CHANGES-SEWER
PROPERTY: 342 E MAIN ST
ISSUED DATE: 9/28/2020
ISSUED TO: APPOLO SEPTIC LLC
4153 HARDT ROAD
EDEN, NY 14057

TYPE: PLUMBING

PROJECT: 0000009301 - DRIVEWAY
PROPERTY: 241 MAPLE AVE
ISSUED DATE: 9/29/2020
ISSUED TO: JOHNSON, VICTOR
241 MAPLE AVE
SPRINGVILLE, NY 14141

TYPE: DRIVEWAY

PROJECT: 0000009302 - VIOLATION-TRASH
PROPERTY: 164 N BUFFALO ST
ISSUED DATE: 9/29/2020
ISSUED TO: LAMPHER, WILLIAM
164 N BUFFALO ST
SPRINGVILLE, NY 14141
VILLAGE OF

TYPE: VIOLATION

SPRINGVILLE
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PERMITS AND APPLICATIONS

PROJECT: 0000009303 - RESIDENTIAL HOME/STRUCTURAL
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

TYPE: RESIDENTIAL
HOME/STRUCT

PROJECT: 0000009304 - ACCESSORY BUILDING
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

TYPE: ACCESSORY
BUILDINGS

PROJECT: 0000009305 - UTILITY CHANGES-ELECTRIC
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

TYPE: ELECTRIC

PROJECT: 0000009306 - UTILITY CHANGES-SEWER
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

TYPE: PLUMBING

PROJECT: 0000009307 - UTILITY CHANGES-WATER
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

TYPE: PLUMBING

PROJECT: 0000009308 - VARIANCE
PROPERTY: 224 E MAIN ST
ISSUED DATE: 10/08/2020
ISSUED TO: BERTRAND CHAFFEE HOSPITAL
224 E. MAIN ST.
SPRINGVILLE, NY 14141

TYPE: ZONING REVIEW

PROJECT: 0000009309 - ACCESSORY BUILDING
PROPERTY: 73 CHESTNUT ST
ISSUED DATE: 10/09/2020
ISSUED TO: REITZ, LEATTA
73 CHESTNUT ST.
SPRINGVILLE, NY 14141

TYPE: ACCESSORY
BUILDINGS

VILLAGE OF
SPRINGVILLE
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PERMITS AND APPLICATIONS

PROJECT: 0000009310 - FIRE INSPECTION
PROPERTY: 231 S CASCADE DR S 107
ISSUED DATE: 10/09/2020
ISSUED TO: STG INTERNATIONAL INC
2900 S. QUINCY ST. SUITE 888
ARLINGTON, VA 22206

TYPE: FIRE INSPECTION
