

VILLAGE OF SPRINGVILLE
2020 MINUTES

October 19, 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 John Mills, Erie County Legislator Nancy Heath, Office of Legislator Mills
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 28, 2020 were approved as written by Trustee Skelton, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Skelton, Wikman, Braman and Pazzuti voting yes, none opposed.

Minutes of the Executive Session of September 28, 2020 were approved as written by Trustee Wikman, seconded by Trustee Pazzuti; carried, Mayor Krebs, Trustees Wikman, Pazzuti, Braman and Skelton voting yes, none opposed.

PUBLIC HEARING

2. CDBG Projects Mayor Krebs opened the duly advertised public hearing to discuss the 21/22 CDBG projects as outlined below;

1. N Central Ave Water Main Replacement Project – Total Cost is \$485,275 – CDBG funds requested \$150,000
2. Demolition of Skate Park Project – Total Cost is \$25,000 – CDBG funds requested \$25,000
3. Support for Rural Transit
4. Eaton Park Outdoor Recreation Improvements – Total Cost is \$344,000 – CDBG funds requested \$200,000

There being no questions or comments motion was made by Trustee Skelton, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Skelton, Wikman, Braman and Pazzuti voting yes, none opposed to close the Public Hearing.

PUBLIC COMMENT

Erie County Legislator John Mills addressed the Mayor and Board. Legislator Mills updated everyone on things in Erie County and offered to be of whatever assistance he can be to the Village of Springville.

**DEPARTMENT REPORTS
ADMINISTRATOR REPORT**

3. 21/22 CDBG Project Resolution Motion was made by Trustee Braman, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Braman, Wikman, Pazzuti and Skelton voting yes, none opposed to approve Mayor Krebs to sign and to approve the below resolution as it pertains to the 2021/2022 Community Development Block Grant projects.

**AUTHORIZE MAYOR TO SIGN CONTRACT WITH ERIE COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM 2021-2022 YEAR**

WHEREAS, the Village Board of the Village of Springville desires to enter into a contract with Erie County Community Block Grant Program (ECCDBG) for the following projects listed in order of their ranking of priority by the Springville Village Board:

1. N Central Ave Water Main Replacement Project – Total Cost is \$485,275 – CDBG funds requested \$150,000
2. Demolition of Skate Park Project – Total Cost is \$25,000 – CDBG funds requested \$25,000
3. Support for Rural Transit
4. Eaton Park Outdoor Recreation Improvements – Total Cost is \$344,000 – CDBG funds requested \$200,000

WHEREAS, the Village Board of the Village of Springville deems it in the public interest to authorize the Mayor of the Village of Springville to sign, submit and execute contracts with Erie County for CDBG funded projects upon approval of the CDBG for the aforementioned projects.

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Springville hereby authorizes the Mayor of the Village of Springville to sign, submit and execute contracts with Erie County for CDBG funded projects upon approval of CDBG for the following projects, listed in order of their ranking priority:

1. N Central Ave Water Main Replacement Project – Total Cost is \$485,275 – CDBG funds requested \$150,000
2. Demolition of Skate Park Project – Total Cost is \$25,000 – CDBG funds requested \$25,000
3. Support for Rural Transit
4. Eaton Park Outdoor Recreation Improvements – Total Cost is \$344,000 – CDBG funds requested \$200,000

BE IT FURTHER RESOLVED, that the Village Administrator forward a certified copy of this resolution to ECCDBG, Erie County Consortium.

4. CARES Act Contract Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to authorizing Mayor Krebs to sign the CARES Act contract for reimbursement of \$39,497.40 as per the attached agreement. **101920 A.1**
5. Financial Statements Administrator Melock announced that the financial statements have been audited. They have been emailed to the Mayor and all Board members and are available on the Village

website www.villageofspringvilleny.com or at village hall.

6. Budget Modifications 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 20/21 budget modifications outlined on the attached. **101920 A.2**
7. NYS Retirement Reporting Motion was made by Mayor Krebs, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Skelton, Braman, Pazzuti and Wikman voting yes, none oppose to approve the NYS retirement reporting resolution for Village Attorney Paul Weiss. **101920 A.3**
8. PT Custodian Position Motion was made to accept the resignation of Adam Tillinghast effective October 30, 2020 from the position of Caretaker PT at 65 Franklin St.
- Motion was made to appoint Miranda Richert to the position of Caretaker PT at 65 Franklin St. Effective November 2, 2020 at the salary of \$15.71 per hour.
9. Halloween Motion was made by Mayor Krebs, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton to announce that Halloween festivities are at the discretion of individual residents in light of the current Covid-19 situation. The established curfews of 7 pm in the business district and 9 pm in all other residential district will be expected to be followed.

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.
- Village financial/Treasurer's report has been emailed to the Board members.
- The winter parking ban will begin between the hours of 2:00 a.m. and 7:00 a.m. from November 10 to April 1.
- The bid date for 37 S. Central demolition is set for 11/5/20 at 11:00am.

SUPERINTENDENT REPORT

10. Lineman B Hiring Motion was made by Trustee Braman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Braman, Skelton, Pazzuti and Wikman voting yes, none opposed to hiring Brandon Smith, 10909 Rte. 240 West Valley NY for the vacant Lineman B position. Starting pay will be \$21.00 for the six-month probationary period. Ray after the probation will be \$27.43 as per Union contract. He is aware of residency requirements.
11. Scrap/Surplus Motion was made by Trustee Wikman, seconded by Trustee Braman; carried, Mayor Krebs, Trustee Wikman, Braman, Pazzuti and Skelton voting yes, none opposed to declare the below items as scrap/surplus. The surplus items will be put on and sold through Auctions International.
- 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.

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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.

Superintendent Boberg reminded everyone that leaf pick up has begun and will continue until weather no longer permits.

POLICE DEPARTMENT

Officer in Charge Budney reported on the following;

- SPD September 2020 report
- ECSO September 2020 report
- Police Reform Committee meeting on 10/21 at 5:30 pm at 65 Franklin
- Shop with a Cop 2020 plans are being made

FIRE DEPARTMENT

In the absence of Chief Gentner Administrator Melock read the fire report and updated the Board on the following;

- Calls
- Training
- General information
 - All trucks have been pump tested and certified
 - We continue to follow all COVID 19 protocols
 - New fire truck if on schedule and should be received right before Thanksgiving
 -

BUILDING INSPECTOR/CEO

BI/CEO Kaleta had no report but did inform everyone that he will be participating in a Zoom meeting regarding vacant properties.

CONTROL CENTER

September 2020 report received and filed.

NEW BUSINESS

12. Tree Committee After explanation by Mayor 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 Mayor Krebs' appointments to the newly formed tree committee as listed below.

Mayor Krebs
Administrator Melock
Superintendent Boberg
BI/CEO Mike Kaleta
Devin Kowalske

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13. Limit Cost Motion was made by Mayor Krebs, seconded by Trustee Skelton; carried, Mayor Krebs,
Prevailing Wage Trustees Skelton, Braman, Pazzuti and Wikman voting yes, none opposed to approving and
Resolution authorizing Mayor Krebs to sign the below resolution to limit cost and application of prevailing
wage mandate.

Resolution to Limit Cost and Application of Prevailing Wage Mandate

Whereas, the New York State Constitution requires laborers, workers, and mechanics “in the performance of any public work” to be paid no less than “the rate of wages prevailing in the same trade or occupation in the locality within the State where such public work is to be situated, erected, or used,” and

Whereas, the State’s legal methodology for implementing this constitutional mandate distorts the “prevailing wage” and adds unnecessary costs to municipal public works projects, and

Whereas, the present prevailing wage mandate is especially burdensome to village municipalities in effecting necessary construction projects and repair needed to sustain services to residents, and

Whereas, the current Prevailing Wage application increases the costs of municipal projects 20% to 30% more than private costs which increase is ultimately passed onto the residents in the form higher property taxes and fees, and

Whereas, the dollar threshold that determines when prevailing wages must be paid was enacted in 1971 and has not changed since time, and

Whereas, the consumer price index has quadrupled since 1971, and

Whereas, the current statute exempts only those building service contracts that are below \$1,500, and

Whereas, the current statute as it related to public works contracts contains no threshold, and

Whereas, the current method for calculating the “prevailing rate of wages” for public works projects results in local governments having to pay highly inflated wages, and

Whereas, the Unemployment Insurance Prevailing Wage Tables are updated annually based on the semi-annual Occupational Employment Statistics survey of employers and reflects local economies’ actual prevailing wages, and

Therefore, Let It Be Resolved that the Prevailing Wage Statute be amended to exempt building service contracts less than \$50,000 from prevailing wage laws, and

And Further, Let It Be Resolved that the Prevailing Wage Statute be amended to exempt public works contracts less than \$75,000 from prevailing wage obligations, and

And Further, Let It Be Resolved that the method used to calculate the prevailing wages should be changed to use the State’s Unemployment Insurance Prevailing Wage Tables.

13. Residential After explanation by Mayor Krebs, motion was made by Mayor Krebs, seconded by Trustee
Utility Payment Wikman; carried, Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes,
Relief none opposed to approving and authorizing Mayor Krebs to sign the below resolution for
residential utility payment relief to municipal utilities.

Resolution for Residential Utility Payment Relief to Municipal Utilities

Whereas, S8113A was signed into law by Governor Cuomo on June 17, 2020 as Chapter 108 of Laws of 2020 in New York State, and

Whereas, Chapter 108 of Laws of 2020 amended the Public Service Law to prevent public utilities or municipalities from terminating electric, gas, steam, telephone, or water service to residential customers for failing to pay service charges or overdue fees during the COVID 19 state of emergency, and additionally prohibiting service termination for 180 days after the COVID 19 state of emergency expires, and

Whereas, the state of emergency in New York State has currently been extended to November 3, 2020 and as such extending the service termination date to April 3, 2021, and

Whereas, Chapter 108 of Laws of 2020 mandates that utilities or municipalities must provide customers the right to enter into or restructure a deferred payment agreement if the customers self-certify a change in financial circumstance due to the COVID 19 state of emergency, and

Whereas, Chapter 108 of Laws of 2020 mandates that utilities or municipalities must provide written mailed notice to ensure that residential customers are aware of the new law, and

Whereas, Chapter 108 of laws of 2020 permits utilities and municipalities to recover lost or deferred revenues 180 days after the state of emergency expires provided no late fees or penalties are charged, and

Whereas, despite the mailed written notification requirements, many residents are not paying utility bills or requesting a deferred payment plan after self-certifying a change in financial circumstances due to the state of emergency, and

Whereas, revenues have significantly decreased in municipal enterprise funds for public utilities such as water, sewer, and electric, threatening the solvency of the funds , and

Whereas, the total indebtedness of residential utility customers are increasing at an alarming rate making recovery of fees and deferred payments plans unaffordable and improbable in some cases, and

Whereas, municipalities will be forced to borrow to make their utility enterprise funds solvent, thus increasing the costs of the utility services to residents, and

Therefore, Let It Be Resolved that Chapter 108 Laws of 2020 should be amended to permit utility termination during the state of emergency for residential customers in arrears not negatively financially affected by the state of emergency, and

And Further, Let It Be Resolved that Federal and State governments should provide direct financial assistance to municipal utility enterprise funds to prevent interruptions in residential service, and

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 #110 through #127 total of \$416,449.51 of 2020/2021 for the General, Water/Sewer, Electric, Trust and Agency Funds by motion of Trustee Pazzuti, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Pazzuti, Wikman, Braman and Skelton voting yes, none opposed.

PERMITS AND APPLICATIONS

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

PROJECT: 0000009296 - ROOFING
PROPERTY: 415 E MAIN ST
ISSUED DATE: 9/25/2020
ISSUED TO: WOZNAK, 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: LAMPHIER, WILLIAM
164 N BUFFALO ST
SPRINGVILLE, NY 14141

TYPE: VIOLATION

PROJECT: 000009303 - RESIDENTIAL HOME/STRUCTURAL TYPE: RESIDENTIAL
PROPERTY: 185 NEWMAN ST HOME/STRUCT
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

PROJECT: 000009304 - ACCESSORY BUILDING TYPE: ACCESSORY
PROPERTY: 185 NEWMAN ST BUILDINGS
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

PROJECT: 000009305 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

PROJECT: 000009306 - UTILITY CHANGES-SEWER TYPE: PLUMBING
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

PROJECT: 000009307 - UTILITY CHANGES-WATER TYPE: PLUMBING
PROPERTY: 185 NEWMAN ST
ISSUED DATE: 10/02/2020
ISSUED TO: HEIM, LARRY
13795 RANDALL DR.
SPRINGVILLE, NY 14141

PROJECT: 000009308 - VARIANCE TYPE: ZONING
PROPERTY: 224 E MAIN ST REVIEW
ISSUED DATE: 10/08/2020
ISSUED TO: BERTRAND CHAFFEE HOSPITAL
224 E. MAIN ST.
SPRINGVILLE, NY 14141

PROJECT: 000009309 - ACCESSORY BUILDING TYPE: ACCESSORY
PROPERTY: 73 CHESTNUT ST BUILDINGS
ISSUED DATE: 10/09/2020
ISSUED TO: REITZ, LEATTA
73 CHESTNUT ST.
SPRINGVILLE, NY 14141

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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

VILLAGE ATTORNEY REPORT

Village Attorney Paul Weiss had nothing to report this evening.

TRUSTEE NOTES & PROJECT REPORTS

Trustee Wikman had no report this evening.

Trustee Pazzuti had no report this evening.

Trustee Skelton commended the Department of Public Works on the good job they are doing with the fall streets pickups.

Trustee Braman commented on the HPC mural painting process.

Mayor Krebs reminded everyone of the early voting opportunity.

14. 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 the Regular Session at 7:47 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

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

UND ACCOUNT DATE DESCRIPTION ADJUSTMENT ORIGINAL BUDGET PREVIOUS ADJUSTMENTS NEW BUDGET BUDGET BALANCE
 Budget Adj. # 000234 -----

101	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
101	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
101	5-1450-0400-001	10/19/2020	MODIFY 20-21 BUDGET ELECTION CONTRACTUAL EXPENSE	861.00	0.00	0.00	861.00	0.90
101	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
101	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
101	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
101	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
101	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
101	5-8560-0120-001	10/19/2020	MODIFY 20-21 BUDGET SHADE TREES OVERTIME	213.00	0.00	0.00	213.00	0.03
101	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 ***

ACCOUNT: 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 3,500.00 0.00 0.00 3,500.00- 262.75
OTHER HOME & COMMUNITY SERVICE

01 5-3120-0100-001 10/19/2020 GOV TRAFFIC SAFETY 3,500.00 161,824.00 0.00 165,324.00 110,687.00
POLICE DEPT - REGULAR WAGES

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 ***

ИМПОРТИРОВАННАЯ ЗАКАЗКА: ДЕКОД ИМПОРТИРОВАННОЙ ЗАКАЗКИ
ИМПОРТИРОВАННАЯ ЗАКАЗКА: ДЕКОД ИМПОРТИРОВАННОЙ ЗАКАЗКИ

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ИМПОРТИРОВАННАЯ ЗАКАЗКА: ДЕКОД ИМПОРТИРОВАННОЙ ЗАКАЗКИ

ИМПОРТИРОВАННАЯ ЗАКАЗКА: ДЕКОД ИМПОРТИРОВАННОЙ ЗАКАЗКИ

ИМПОРТИРОВАННАЯ ЗАКАЗКА: ДЕКОД ИМПОРТИРОВАННОЙ ЗАКАЗКИ

Received Date

**Standard Work Day and
 Reporting Resolution for
 Elected and Appointed Officials**

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev. 11/19)

Employer Location Code

4 0 0 5 7

BE IT RESOLVED, that the Village of Springville / 40057 hereby established the following standard work days for these titles and will 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"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Elizabeth C Melock (Name of Secretary or Clerk), secretary/clerk of the governing board of the Village of Springville (Name of Employer), of the State of New York, 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 (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on 10-20-2020 (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

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

(seal)