

VILLAGE OF SPRINGVILLE
2021 MINUTES

December 6, 2021

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
Superintendent of Public Works	Duane Boberg
Building Inspector/ Code Enforcement Officer	Michael Kaleta (out at 7:35 pm)
Deputy Clerk	Holly Murtiff
Also Attending	Max Borsuk, Springville Journal
Absent	Marc Gentner, Fire Chief Nicholas Budney, Police Officer in Charge

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

1. Minutes Minutes of the Regular Meeting of November 15, 2021 were approved as written by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Pazzuti and Braman voting yes, none opposed.

PUBLIC COMMENT

There was no Public Comment this evening.

DEPARTMENT REPORTS

ADMINISTRATOR REPORT

2. Step Increases Motion was made by Trustee Braman, seconded by Trustee Pazzuti; carried, Mayor Krebs, Trustees Braman, Pazzuti, Skelton and Wikman voting yes, none opposed to approving the step increases for Chris Reynolds and Brandon Smith as Lineman B Apprentice/Step 2 effective Nov 5, 2021 with a new hourly rate of \$28.41 per hour due to completion of their first year of line school.
3. Temp Laborer Motion was made by Trustee Wikman, seconded by Trustee Braman; carried, Mayor Krebs, Trustees Wikman, Braman, Pazzuti and Skelton voting yes, none opposed to approving the

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appointment of Miranda Richert as a Temporary Laborer to the Electric Division with a rate of \$21 per hour for the period of Dec 20-30, 2021.

4. Zoning Board Member Appointment Motion was made by Trustee Skelton, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Skelton, Wikman, Braman and Pazzuti voting yes, none opposed to appoint Robert Laskowski as a Zoning Board Member effective immediately for a term to end on April 3, 2023 (remainder of Tim O'Neal's term).
5. Eaton Park Change Order #1 Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustees Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to approve Change Order #1 for Eaton Park Project to KTG Services LLC in the amount of \$8,738.82 for clay remediation & fill in the old hockey area. **120621A.1**
6. LIHWAP Agreement Motion was made by Trustee Skelton, seconded by Trustee Pazzuti; carried, Mayor Krebs, Trustees Skelton, Pazzuti, Braman and Wikman voting yes, none opposed to authorize Mayor Krebs to sign (LIHWAP) Low Income Household Water Assistance Agreement for homeowners that qualify to be able to receive assistance on their water and sewer invoices. Program is not for renters. **120621A.2**
7. H&K Services Motion was made by Trustee Wikman, seconded by Trustee Skelton; carried, Mayor Krebs, Trustee Wikman, Skelton, Braman and Pazzuti voting yes, none opposed to Authorize Mayor to sign the agreement with H&K Services Inc. for the WWTP Improvements which was approved at the board meeting on 12/6/21 in the amount of \$5,462,000.
8. Employee Handbook Revision Motion was made by Trustee Braman, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Braman, Wikman, Pazzuti and Skelton voting yes, none opposed to modify the Employee Handbook – Probation Period – at the end of the second paragraph add the following sentence “Any comp time earned must be used by Dec. 31st.”
9. Budget Modifications Motion was made by Trustee Pazzuti, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Pazzuti, Wikman, Braman and Skelton voting yes, none opposed to modify the 2021-2022 Budget – Fire Dept. Radio Grant from NYS – Increase Revenue line 001-4-3989 Other Home & Community Service \$1500 and Increase Expense line 001-5-3410-0440 Fire Dept. Contracted Service \$1500.
10. Downtown Concert Expenses Motion was made by Trustee Wikman, seconded by Trustee Braman; failed as Mayor Krebs, Trustees Wikman, Pazzuti and Skelton voted no, Trustee Braman voting yes, to approve to payment of an additional \$2,000 for Thursdays Downtown Concerts for expenses other than the bands.
Administrator Melock discussed with the Board the following;
 - Financial reports (Treasurer's Report) – Balance Sheets, Rev & Exp Summaries have been submitted to the village board for the period November 2021.
 - Election notice in all 3 papers.
 - FEMA reimbursement for \$286 was finally approved after an initial denial of the expense for the plexiglass barrier at the Village Office first submitted on January 12, 2021.

SUPERINTENDENT REPORT

Superintendent Boberg updated the Board on the following;

- The N. Central water main project is finished except for the landscape restoration. That will be done in the spring.
- Skatepark is finished. The DPW will do restoration work in the spring.

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- The Streets Dept is done picking up leaves for this year. They did a great job getting things cleaned up with the late leaf drop this year. Anything that is still out there will get picked up in the spring.
- Well #3 is back up and running after being down for cleaning and maintenance. We finally have all three in service.
- QEI will be here this week for training on the new SCADA system.

POLICE DEPARTMENT

In the absence of Officer in Charge Nick Budney his report was read by Administrator Melock this evening.

11. Officer Resignation Motion was made by Trustee Braman, seconded by Trustee Wikman; carried, Mayor Krebs, Trustee Braman, Wikman, Pazzuti and Skelton voting yes, none opposed to accepting the resignation of Robert Rosenswie effective December 24, 2021. Robert is resigning to facilitate his full-time retirement benefits.

12. Officer Reappointment Motion was made by Trustee Braman, seconded by Trustee Wikman; carried, Mayor Krebs, Trustees Braman, Wikman, Pazzuti and Skelton voting yes, none opposed to reappoint Robert Rosenswie as he has served the Village of Springville with distinction for the past 20 years, request Robert Rosenswie be reappointed to the Village of Springville Police Department effective Monday, December 27, 2021.

FIRE DEPARTMENT

In the absence of Chief Gentner his report was read by Administrator Melock this evening.

- Call summary
- Training summary
- General information

BUILDING INSPECTOR/CEO

There was no BI/CEO report this evening.

CONTROL CENTER

The Control Center October 2021 report was read by Trustee Wikman this evening.

- Personnel
- Equipment
- November 2021 volume report

NEW BUSINESS

There was no New Business to discuss this evening.

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 #151 through #168 of 2021/2022 total of \$325,799.78 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, Skelton and Braman voting yes, none opposed.

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 accepting the permits and applications attached.

Minutes of the Planning Board on November 9, 2021.

PROJECT: 0000009741 - NONRESIDENTIAL DEMO TYPE: NONRESIDENTIAL
PROPERTY: 109 ELK ST DEMO
ISSUED DATE: 11/09/2021
ISSUED TO: KANE, JEREMIAH
10720 PRATHAM ROAD
GLENWOOD, NY 14069

PROJECT: 0000009742 - SIGNS TYPE: SIGNS
PROPERTY: 231 S CASCADE DR S 125
ISSUED DATE: 11/12/2021
ISSUED TO: QUALITY QUICK SIGNS
1380 FRENCH ROAD
DEPEW, NY 14043

PROJECT: 0000009743 - PLANNING BOARD REVIEW TYPE: PLANNING BOARD
PROPERTY: 240 S CASCADE DR REVIEW
ISSUED DATE: 11/12/2021
ISSUED TO: MCDONALDS RESTAURANT
645 EAST MAIN STREET
2ND FLOOR
STAMFORD, CT 06901-0000

PROJECT: 0000009744 - RESIDENTIAL ALTERATION TYPE: RESIDENTIAL
PROPERTY: 29 CHESTNUT ST ALTERATION
ISSUED DATE: 11/12/2021
ISSUED TO: ROBERTS, DEIDRA
29 CHESTNUT ST
SPRINGVILLE, NY 14141

PROJECT: 0000009745 - ROOFING TYPE: ROOF
PROPERTY: 74 WOODWARD AVE
ISSUED DATE: 11/15/2021
ISSUED TO: ALLAN, LYNETTE S
74 WOODWARD AVE
SPRINGVILLE, NY 14141

PROJECT: 0000009746 - UTILITY CHANGES-SEWER TYPE: UTILITY CHANGES
PROPERTY: 184 MAPLE AVE
ISSUED DATE: 11/18/2021
ISSUED TO: AHRENS, MICHAEL
9020 NORTH ST
SPRINGVILLE, NY 14141

PROJECT: 0000009747 - UTILITY CHANGES-ELECTRIC TYPE: UTILITY CHANGES
PROPERTY: 211 N CENTRAL AVE
ISSUED DATE: 11/18/2021
ISSUED TO: BERES ELECTRICAL
10975 TREVETT RD
SPRINGVILLE, NY 14141

PROJECT: 0000009748 - NONRES NONSTRUCTURAL TYPE: NONRES
PROPERTY: 224 E MAIN ST NONSTRUCTURAL
ISSUED DATE: 11/18/2021
ISSUED TO: RP OAK HILL BUILDING COMPANY
3556 LAKESHORE RD SUITE 620
BUFFALO, NY 14219

PROJECT: 0000009749 - UTILITY CHANGES TYPE: UTILITY CHANGES
PROPERTY: 109 ZOAR RD
ISSUED DATE: 11/22/2021
ISSUED TO: WNY SNOWMOBILE CLUB OF BOSTON
PO BOX 137
BOSTON, NY 14025

PROJECT: 0000009750 - ROOFING TYPE: ROOF
PROPERTY: 41 SPRING ST
ISSUED DATE: 11/23/2021
ISSUED TO: MURRAY, KYLE
41 SPRING ST
SPRINGVILLE, NY 14141

PROJECT: 0000009751 - FENCES TYPE: FENCES
PROPERTY: 66 MYRTLE AVE
ISSUED DATE: 11/24/2021
ISSUED TO: NASON, CHARLOTTE A
66 MYRTLE AVE.
SPRINGVILLE, NY 14141

PROJECT: 0000009752 - FIRE INSPECTION TYPE: FIRE INSPECTION
PROPERTY: 231 S CASCADE DR S 125
ISSUED DATE: 11/29/2021
ISSUED TO: EG TAX SERVICES
1890 COLVIN BLVD
TONAWANDA, NY 14150

VILLAGE ATTORNEY REPORT

Village Attorney Paul Weiss had nothing to report this evening.

TRUSTEE NOTES & PROJECT REPORTS

Trustee Wikman remarked on the following;

- DPW did a great job on leaf pick up again this year.
- The electronics pick up that had an insert in the bills this month is going to be a good thing for all the residents.

Trustee Skelton remarked on this evening's action on the SCA request that sometimes tough decisions must be made.

Trustee Braman had nothing to discuss this evening.

Trustee Pazzuti had nothing to discuss this evening.

Mayor Krebs commented on the following;

- Very Merry Springville went well
- Recent conference call with Erie County Dept. of Planning and Community Development regarding small business grants
- Everyone continue to stay safe

13. 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 7:55 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

Change Order #1 Eaton Park Project

ESTIMATE

KTG Services LLC

7440 Boston State Rd
Hamburg, NY 14075
(716) 536-4184

To:
Village of Springville Eaton Park Improvement
5 West Main Street
PO Box 17
Springville, NY 14141

Estimate #	1472
Estimate Date	11/16/2021
Total Amount	\$8,738.82

Item	Quantity	Price	Tax1	Tax2	Line Total
Labor Hvy Hwy Op Engineer	24.0	\$76.00 / hr			\$1,824.00
Equipment fee and trucking	24.0	\$75.00 / hr			\$1,800.00
-2" CR Gravel and Delivery	88.0	\$25.00 / cy			\$2,200.00
Fabric	2.0	\$476.05 / roll			\$952.10
Labor Hvy Hwy Laborer	16.0	\$59.26 / hr			\$948.16
Overhead and Bond	1.0	\$1,014.56 / job			\$1,014.56

Subtotal:	\$8,738.82
Tax:	\$0.00
Past Due Amount:	\$0.00
Total Amount:	\$8,738.82

Notes

Springville Eaton Park. Remove 4" clay and replace with FX-55 fabric and 4" of compacted -2" CR gravel. Estimate completion 3 business days. Includes trucking out all clay. Will be completed Nov 2021

Hockey area

Approved 11/18/2021 Village of Springville
Lj Melock, Village Administrator

\$ 8,738.82

Completed by 11/30/21



Office of Temporary and Disability Assistance

NEW YORK STATE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR AGREEMENT

This Agreement ("Agreement") shall govern the purchase of water services from the Water Service Provider (Vendor) on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). Federal funds awarded under LIHWAP shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services. If funding is available, the New York State Office of Temporary and Disability Assistance (NYS OTDA) will evaluate providing bill assistance to eligible households to reduce the household's cost for drinking water and wastewater services. This Agreement is a contract between NYS OTDA and the Vendor for the provision of direct vendor payments to assist low income households with drinking water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal laws and regulations in addition to issued federal and State guidance in relation to the Low Income Household Water Assistance Program.

In order to receive LIHWAP payments on behalf of eligible households, the Vendor agrees and assures to NYS OTDA to abide by the below listed provisions contained in this agreement. Drinking water and/or wastewater service benefits paid directly to Vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

1. Households receiving assistance from LIHWAP shall not be treated adversely on the basis of receipt of such assistance under applicable provision of the LIHWAP Supplemental Terms and Conditions 11h under Federal LIHWAP Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260).
2. Vendors will not discriminate, either in the costs of goods supplied or the services provided, against the household on whose behalf LIHWAP payments are made.
3. The Vendor understands that payment and satisfaction of any claims under LIHWAP will be made by NYS OTDA, through the NYS OSC. The Vendor further understands that they must comply with all applicable requirements of the Consolidated Appropriations Act of 2021 (CAA) and the American Rescue Plan Act of 2021 (ARPA), as well as all applicable policy determinations and directives of the NYS OTDA. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
4. The Vendor agrees to accept all LIHWAP benefits authorized on behalf of residential customers and without imposing any conditions precedent. "Residential customer" is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 14.2(b)(18).
5. The Vendor agrees to continue, establish or reestablish service for LIHWAP authorized residential customers and maintain such service for such LIHWAP authorized residential customer for ninety (90) calendar days after receipt of each LIHWAP benefit authorized and received on behalf of residential customers.

6. The Vendor agrees that arrears are charges for which payment has not been made more than 20 calendar days after payment was due. A payment is considered to be made on the date when it is received by the Vendor or one of its authorized agents. Payment is due whenever specified by a Vendor on its bill, as long as the date is not before the bill is hand-delivered to the customer, or less than three (3) calendar days after the bill is mailed.
7. Vendors may not transfer or cash-out LIHWAP benefits to recipients. Unexpended funds due to account closing and/or incorrect payments and funds that are unable to be credited to a recipient's account must be returned to NYS OTDA no later than thirty (30) business days after discovery, or September 30th of the current program year, whichever comes first, or upon request by NYS OTDA. A LIHWAP Vendor Refund Form must accompany all refunds. The vendor must contact NYS OTDA for a copy of this form at: NYSLIHWAP.vendor@otda.ny.gov.
8. The Vendor cannot apply LIHWAP payments to commercial accounts for non-residential services. LIHWAP payments must only be applied to LIHWAP authorized residential customer accounts.
9. The Vendor shall maintain an accounting system and supporting fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of LIHWAP funds. The Vendor shall allow NYS OTDA representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
10. The Vendor shall permit and cooperate with federal and/or State audits and/or investigations undertaken in accordance with the CAA, and ARPA, and also any State and/or county investigations undertaken to ensure program integrity.
11. The Vendor shall treat all information relative to LIHWAP and, in particular, information relating to recipients, as confidential information, and shall not use any information so obtained in any manner except as necessary to the proper discharge of their obligation and the securement of their rights hereunder. The Vendor further agrees to protect all confidential information in accordance with all applicable federal and State laws, rules and regulations. The Vendor further agrees to abide, at a minimum, by the requirements set forth in Attachment 1, the OTDA Security and Confidentiality Terms.
12. The Vendor agrees to continue or restore service for the minimum time periods outlined in this agreement when notified by NYS OTDA that a LIHWAP benefit will be issued on behalf of an eligible household and vendor acknowledges acceptance of LIHWAP benefits. The time period begins from the date of the earliest notification by NYS OTDA.
13. The Vendor agrees to clearly identify the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP on household statements, receipts, or accounts.
14. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in LIHWAP.
15. The Vendor agrees to take corrective action in the time frame specified by NYS OTDA if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in LIHWAP.
16. This Agreement shall remain in effect unless superseded by another Agreement or terminated by either party. A written agreement must be submitted thirty (30) business days in advance of the effective date to replace, modify or terminate the agreement.

17. Vendor agrees that any modification to this agreement must be reviewed and agreed to by NYS OTDA. Vendor agreement modification must be made in writing and submitted to NYS OTDA through NYSLIHWAP.vendor@otda.ny.gov.

Check here to hereby declare to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that you, the vendor or vendor's representative, have the authority to bind such vendor, that you have read and understand the above, and that it is your intention to sign and submit this Vendor Agreement on behalf of the vendor to NYS OTDA, and further agree that the vendor will comply with and abide by the Vendor Agreement while participating as a Vendor in the New York State Low Income Household Water Assistance Program.

Vendor or Vendor's Representative name William J. Krebs, Mayor

Vendor or Vendor's Representative signature _____

Vendor Business Name Village of Springville
Address PO Box 17 5 W. Main St, SPRINGVILLE, NY 14141
Vendor TIN 16-0864526

Vendor Type:
 Drinking Water
 Wastewater
 Combined Drinking Water/Wastewater

Primary Contact Liz Melock
Phone 716-592-4936 X1467
Email lmelock@villageofspringville.ny.com
FAX 716-592-7088

Secondary Contact Maura West
Phone 716-592-4936 X1746
Email mwest@villageofspringville.ny.com
FAX 716-592-7088



NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
SUBSTITUTE FORM W-9:
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name:
Village of Springville

2. Business name/disregarded entity name, if different from Legal Business Name:

3. Entity Type (Check one only):

Individual Sole Proprietor Partnership Limited Liability Co. Corporation Not For Profit

Trusts/Estates Federal, State or Local Government Public Authority Disregarded Entity

Other _____

Exempt Payee

Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: (DO NOT USE DASHES)
See instructions. 1 6 0 8 6 4 5 2 6

2. Taxpayer Identification Type (check appropriate box):

Employer ID No. (EIN) Social Security No. (SSN) Individual Taxpayer ID No. (ITIN) N/A (Non-United States Business Entity)

Part III: Address

1. Remittance Address:	2. Ordering Address:
Number, Street, and Apartment or Suite Number PO Box 17	Number, Street, and Apartment or Suite Number PO Box 17 5 W. Main St
City, State, and Nine Digit Zip Code or Country Springville, NY 14141	City, State, and Nine Digit Zip Code or Country Springville, NY 14141
	Email Address lmeLOCK@villageofspringvilleny.com

Part IV: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor

Primary Contact Name: Liz Melock Title: Village Administrator

Email Address: lmeLOCK@villageofspringvilleny.com Phone Number: (716) 592-4936

Part V: Certification and Exemption from Backup Withholding

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (TIN), and
- I am a U.S. citizen or other U.S. person, and
- (Check one only):
 - I am not subject to backup withholding. I am (a) exempt from back up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding), or
 - I am subject to backup withholding. I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and I have not been notified by the IRS that I am no longer subject to back withholding.

Sign Here:

Elizabeth C Melock
Signature

Elizabeth C Melock
Print Preparer's Name

VILLAGE ADMINISTRATOR 11/23/2021
Title Date

(716) 592-4936 lmeLOCK@villageof-springville.ny.gov
Phone Number Email Address

DO NOT SUBMIT FORM TO IRS — SUBMIT FORM TO NYS ONLY AS DIRECTED