

**VILLAGE OF NUNDA
AGENDA
BOARD MEETING
JULY 26, 2021 at 7:00 P.M.**

1. Call to order

2. Roll Call

3. Pledge of Allegiance

4. Visitor Forum

5. Open Public Hearing on Local Law #3 of 2021 – Amending Local Law No.1 of 2008, Implementation of the Property Maintenance Code of the State of New York and to Assist in the Continued Revitalization of areas throughout the Village of Nunda

6. Approval of Minutes

A. July 12, 2021

7. Department Reports

A. Youth Recreation

8. New Business

A. CDBG No. 2

- CDBG Application approval
- Designation of Depository
- Authorized Signature Form
- Review/designate internal manager/approval of RFP for Grant Administration Services & Program Delivery

B. MOU-Letchworth Gateway Villages Municipal Collaboration & Genesee Valley Geotourism Initiative

Close Public Hearing on Local Law #3 of 2021 – Amending Local Law No. 1 of 2008, Implementation of the Property Maintenance Code of the State of New York and to Assist in the Continued Revitalization of areas throughout the Village of Nunda

C. Approval for Administrator/Clerk-Treasurer to attend NYCOM's Annual Fall Training School – September 20 – 24, 2021, at Saratoga Springs, NY

D. Joint Town/Village Board Meeting scheduled for Wednesday, July 28, 2021.

9. Review & discuss Local Law #3 of 2021

10. Approval of Invoices

A. Abstract No. 003

GENERAL	(A)	- \$
WATER	(F)	- \$

SEWER	(G)	- \$
WWTP CIP	(H)	- \$
YOUTH	(J)	- \$
TOTAL		- \$

11. Old Business

- A. Part-time help while employee out on Disability - amend previous MOTION to hire fulltime employee & add wages
- B. Local Law #2 of 2021 - Opting-Out of Marihuana Regulation & Taxation Act for the Village of Nunda -update with referendum
- C. ARPA Funding Received (50%)

12. Policy Review

- A. Vehicle-Use Policy
- B. Investment and Borrowing Policy

13. Adjournment

MOTION was made to adjourn by _____, seconded by _____ at _____ PM.

Local Law No. 3 of 2021, Amending Local Law No. 1 of the Year 2009, to complement the Implementation of the Property Maintenance Code of the State of New York and to assist in the Continued Revitalization of Area throughout the Village of Nunda, Livingston County.

Section 1. Purpose

The purpose of this law is to assist in the continued revitalization of area throughout the Village to attract new businesses, promote the public interest in continued development, insure regular maintenance and improvements to present structures, safeguard against blight and preserve property values and community standards; establish minimum maintenance standards to safeguard life, limb, health, safety, property, and the public welfare in the best interest of the residents of the Village of Nunda.

Section 2. Findings

It is found and declared that by reason of lack of maintenance and progressive deterioration structures and properties has the further effect of creating blighting conditions and initiating slums, and that if the same are not curtailed and removed, the aforesaid conditions will grow and spread and will necessitate in time the expenditure of large amounts of public funds to correct and eliminate the same. By reason of timely regulations and restrictions, as herein contained, the growth of slums and blight may be prevented and the neighborhood and property values thereby maintained, the desirability and amenities of residential and nonresidential uses and neighborhoods enhanced and the public health, safety and welfare protected and fostered.

Section 3. Definitions

The following are definitions are in addition to and in supplement to the definitions found in the Property Maintenance Code of New York State.

- a. Accessory Building – shall mean a subordinate building located on the same lot with the main building, occupied by or devoted to an accessory use. Where an accessory building is attached to the main building in a substantial manner, as by a wall or roof, such accessory building shall be considered part of the main building.
- b. Building – shall mean any structure having a roof supported by columns or by walls and intended for shelter, housing, protection or enclosure of persons, animals or property. Depending upon its applicability, herein of “building” shall include the structure.
- c. Village – shall mean Village of Nunda.

- d. Deterioration – shall mean the condition or appearance of a building or structure, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, or other evidence of physical decay or neglect, excessive use, or lack of maintenance.
- e. Zoning Enforcement Officer – shall mean the officer employed by the Village of Nunda to enforce the zoning laws of the Village of Nunda or other such person appointed by the Village of Nunda to enforce this law, or such person appointed by the Village of Nunda to enforce this local law.
- f. Code Enforcement Officer – shall mean the State Building Code Enforcement Officer employed by the Village of Nunda for the purpose of enforcing the terms of this local law.
- g. Exposed to Public View – shall mean any premises, or open space, or any part thereof, or any building or structure that may be lawfully viewed by any member of public from a sidewalk, street, alleyway, or from any adjoining or neighboring premises.
- h. Exterior of Premises – shall mean those portions of a building that are exposed to public view, and the open space of any premises outside of any building erected thereon.
- i. Good Working Repair – shall mean and be a standard of maintenance that renders a building safe, habitable, and possessed of a neat and orderly appearance.
- j. Good Working Condition – shall mean fully operable for the intended use.
- k. Dwelling, multiple – shall mean a building or portion thereof containing three or more dwelling units and designed or used for occupancy by three or more families living independently of each other.
- l. Operator or Manager – shall mean any person who has charge, care, or control of a building or part thereof.
- m. Owner – shall include any person having individual or joint title to real property in any form defined by the laws as an estate or interest therein, whether legal or equitable and however acquired.
- n. Person – shall include an individual, a partnership, a joint venture, a corporation, an association, and any other organization recognized as an entity by the laws of the State of New York.

- o. Premises – shall mean building, dwelling and/or grounds.
- p. Property – shall mean land and whatever is erected on, growing on, placed on, or affixed thereto.
- q. Refuse – shall mean all cardboard, plastic materials or glass containers, wastepaper, rags, sweepings, pieces of wood, excelsior, metal, rubber and like waste material.
- r. Structure – shall mean a combination of materials assembled, constructed or erected at a fixed location including for examples, a building, stationary and portable carports, and swimming pools, the use of which requires location on the ground or attachment to something having location on the ground.

Section 4. Minimum Standards

This local law establishes certain minimum standards for the initial and continued occupancy and use of all structures and does not replace or modify standards otherwise established for the construction, repair, alteration, or use of the structure, the premises, or the equipment or facilities contained therein, as are required by the state Building Code. In any case, where a provision is found to be in conflict with any applicable zoning, building, plumbing, electrical, heating, ventilation, fire or safety code of the Village of Nunda, County of Livingston, State of New York, or the United States of America, the provision that establishes the higher standard, as determined by the Zoning Officer, shall prevail.

Section 5. Maintenance of Exterior of Premises

The exterior of the premises and the condition of structures shall be maintained so that the premises and all buildings shall reflect a level of maintenance in keeping with the standards of the community and shall not constitute blight from the point of view of adjoining property owners, or lead to the progressive deterioration of the neighborhood. Such maintenance shall include, without limitation, the following:

- a. Foundations, porches, be in good condition.
- b. Vent attachments shall be safe, durable, smoke-tight and capable of withstanding the action of flue gases.
- c. Exterior balconies, porches, landing stairs, and fire escapes shall be provided with banisters or railings properly designed, installed and maintained to minimize the hazard of falling and unsightly appearance.

d. All permanent signs and billboards exposed to public view permitted by reason of other regulations or as a lawful non-conforming use shall be maintained in good repair. Any signs that have become excessively weathered, those upon which the paint has excessively peeled, or those whose supports have deteriorated so that they no longer meet the structural requirements of the state Building Code, shall, with their supports, be removed or put into a good state of repair. All non-operative or broken electrical signs shall be repaired or shall, with their supports, be removed. Signs denoting a business which is no longer on the premises shall be removed within 30 days of the date on which the business ceases to occupy the premises.

e. All storefronts and walls exposed to public view shall be kept in a good state of repair. Storefronts or any portion of the structure shall not show evidence of excessive weathering or deterioration of any nature. Unoccupied storefronts shall be maintained in a clean and neat appearance.

f. Any awnings or marquees and accompanying structural members shall be maintained in a good state of repair. In the event said awnings or marquees are made of cloth, plastic, or of a similar material, and are exposed to public view, such material shall not show evidence of excessive weathering, discoloration, ripping, tearing, holes or other deterioration. Nothing herein shall be construed to authorize any encroachment on streets, sidewalks, or other parts of the public domain.

g. All vacant buildings shall be continuously guarded or sealed and kept secure against unauthorized entry. Materials and methods with which such buildings are sealed must meet the approval of the Zoning Enforcement Officer, as to color, design, and building material. Owners of such buildings shall take such steps and perform such acts as may be required to ensure that the building and its adjoining yards remain safe and secure and do not present a hazard to adjoining property or to the public and that such property does not become infested with vermin or rodents.

h. Exteriors walls, including doors and windows and the parts of the building shall be so maintained as to keep water from entering the building. Materials which have been damaged or show evidence of dry rot or other deterioration shall be repaired or replaced and refinished in a workmanlike manner.

i. All exposed exterior surfaces shall be maintained free of broken or cracked glass, loose shingles, or loose or crumbling stones or bricks, loose shutters, railings, aerials, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance. Said conditions shall be corrected by repair or removal. All exposed exterior surfaces of structures not inherently resistant to deterioration shall be coated, treated or sealed to

protect them from deterioration or weathering. Wood, masonry or other exterior materials that will naturally resist deterioration do not have to be treated but must be otherwise maintained in a sound, secure workmanlike manner. Exterior surfaces shall be painted or in a serviceable manner/condition. Floors, walls, ceilings, stairs, and fixtures of buildings shall be maintained in a clean, safe, sanitary condition. Every floor exterior wall, roof, porch or appurtenance thereto shall be maintained in a manner so as to prevent collapse of the same or injury to the occupants of the building or to the public.

j. Roof drains, overflow pipes, air conditioning drains, and any other device used to channel water off or out of a building shall be maintained in a safe and operable condition and shall not drain onto a public sidewalk, walkway, street, alleyway or adjoining property.

k. Lawns shall be cut, and bushes, shrubs and hedges shall be trimmed regularly during the growing season so as to avoid an unsightly appearance.

Section 6. Open areas and parking spaces

a. Surface or subsurface water shall be appropriately drained to protect buildings and structures and to prevent the development of stagnant ponds. Gutters, culverts, catch basins, drain inlets, stormwater sewers or other satisfactory drainage systems shall be utilized where necessary. No roof, surface or sanitary drainage shall create a structural, safety or health hazard by reason of construction, maintenance or manner of discharge.

b. Fences and other minor construction shall be maintained in a safe and substantial condition.

c. Steps, walks, driveways, parking spaces, and similar paved areas shall be maintained so as to afford safe passage under normal use and weather conditions. Any holes or other hazards that may exist shall be filled, and necessary repairs or replacement carried out.

d. Yards and vacant lots shall be kept clean and free of physical hazards, rodent harborage and infestation. They shall be maintained in a manner that will prevent dust or other particles from being blown about the neighborhood. Open wells, cesspools, or cisterns shall be securely closed or barricaded from access by the public. All temporary excavations shall be kept covered or barricaded so as to protect the general public from injury.

e. All land must be kept free of dead or dying trees and accumulations of brush, shrubs, weeds, grass, stumps, roots, excessive and/or noxious growths, garbage, refuse or debris, which would either tend to start a fire or increase the intensity of a fire already started or cause poisoning or irritation to people or animals or cause or tend to cause or enhance

unhealthy or dangerous or obnoxious condition on said property or on any adjacent or neighboring property.

f. Except as otherwise provided for by statute or other regulations, two or more inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and no vehicles shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. However, a vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside structure or similarly enclosed area designed and approved for such purpose.

Section 7. Business Units

a. Business units shall at all times be maintained in compliance with the provisions of this local law regulating open spaces, buildings or structures and littering.

b. No outside storage or accumulation of garbage, crates, rubbish, refuse or debris shall be permitted at any time, and all such garbage, crates, rubbish, refuse or debris shall be kept inside the building or buildings on the premises or in an acceptable enclosure and shall be regularly collected and removed from the premises.

c. No shopping baskets, carts, or wagons shall be left unattended or standing in open areas and the same shall be collected at the close of business each day by the occupant of such unit and moved to the interior of the building or buildings.

d. No mobile refrigeration unit shall be operated on the premises after the closing of the business conducted thereon unless such mobile refrigeration unit is electrically operated except in an industrial zone.

e. All fences and planting areas installed on the premises shall be maintained by the owner of the property. Such maintenance shall include, but not limited to, the replacement of trees and shrubs which may die and/or otherwise be destroyed, the maintenance and cutting of lawns and the replacement and/or repair of fences which may become in disrepair.

f. Persons owing or occupying property shall keep all walkways, public or private, abutting the said premises free from litter and trash of whatever nature.

Section 8. Infestation, Storage and Screening

- a. Grounds, buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation. Methods used to exterminate insects, vermin and rodents shall conform with generally accepted professionally acted practices.
- b. Where the potential for rodent or vermin infestation exists, windows and other openings in basements and cellars shall be closed or appropriately screened with wire mesh or other suitable materials.
- c. No materials, goods or supplies may be stored in any front yard or in an exterior or interior side yard. Materials may be stored in a rear yard provided that the area used for storage is screened from neighboring properties by a fence or hedge and that the method and manner of storage complies with the other provisions hereof.

Section 9. Littering; Abandoned Refrigerators; Receptacles

- a. Residential, commercial and industrial premises, whether improved or vacant, shall be maintained free of litter; provided, however, that this section shall not prohibit the storage of litter in appropriate private receptacles for collection.
- b. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse in accordance with the provisions of applicable codes. Each owner of any building from which garbage, rubbish, mixed refuse, ashes or other wastes are collected shall provide refuse containers sufficient in number to hold all collectable wastes which may accumulate. Containers must be rodent and insect proof and watertight and must be kept covered at all times. Such containers must not be kept in a front yard or exterior side yard.
- c. No refrigerator may be discarded, abandoned or stored in a place accessible to children without first completely removing any locking or latching devices and all doors.
- d. Dumpsters and similar large receptacles shall be shielded from the public view by means of appropriate landscaping, hedges, fences or screening. This section shall not apply to receptacles for clothing and the like donated charity.
- e. Shopping centers, supermarkets and similar business units shall provide permanent, attractive, decorated litter receptacles within the premises for public use in sufficient quantity so that a person will not have to walk in excess of fifty (50) feet to use such a receptacle.

Section 10. Responsibilities of occupants

An occupant of a premises shall be responsible for compliance with this local law in regard to the following:

- a. Maintenance of the premises which is being occupied or controls in a clean, sanitary and safe condition.
- b. Maintenance of all plumbing, cooking and refrigeration fixtures and appliances, as well as other building equipment and storage facilities, shall be kept in a clean and sanitary condition and provide reasonable care in the operation and use thereof.
- c. Keeping exits from the building or occupant's portion thereof clear and unobstructed.
- d. Disposal of garbage and refuse into appropriate facilities in a clean and sanitary manner in accordance with any applicable provisions of the Village.
- e. Extermination of insects, rodents or other pests within the premises.
- f. Maintenance of yards, lawns and courts in a clean, sanitary and safe condition and free from infestation by rodents, or vermin, insofar as said occupant occupies or controls said yards, lawns or any parts thereof.
- g. The installation and removal of required screens.
- h. Keeping domestic animals and pets in an appropriate manner and under control in accordance with any other regulations of the Village.
- i. Elimination of all prohibited uses for that part of the premises which he occupies, control or has accessibility thereto.

Section 11. Responsibilities of owners

- a. Owners of premises shall be responsible for compliance with the provisions of this local law and shall remain responsible therefore regardless of the fact that this local law may also place certain responsibilities on operators and occupants and regardless of any agreements between owners and operators or occupants as to which party shall assume such responsibility.

b. Owners and operators of buildings shall be responsible for the proper installation, maintenance, condition and operation of services facilities and for furnishing adequate heat and hot water supply where they have contracted to do so.

c. Whenever any person or persons shall be in actual possession of or have charge, care or control of any property within the Village as executor, administrator, trustee, guardian, operator or agent, such persons shall be deemed and taken to be the owner or owners of said property within the intent and meaning of this local law and shall comply with the provisions of this local law to the same extent as the record owner; and notice to any such person of any order or decision of the Code Enforcement Officer shall be deemed and taken to be good and sufficient notice, as if such person or persons were actually the record owner or owners of such property. In instances where an occupant is responsible or shares responsibility with the owner for the existence of one (1) or more violations of this local law, said occupant shall be deemed and taken to be an owner within the intent and meaning of this law.

Section 12. Inspection

The Zoning Enforcement Officer is hereby authorized and directed to make inspections of any property within the Village to determine compliance with this local law whenever five or more village residents have submitted signed complaints to the Village regarding the aforementioned property and violations of this law thereon, and every operator or owner shall cooperate with the Zoning Enforcement Officer in providing access to the premises for such inspection. Whenever the Zoning Enforcement Officer determines that there is a violation of the provisions of this local law, he shall cause a written notice to be served upon the owner or operator, which shall include:

- a. An enumeration of conditions which violate the provisions of this local law.
- b. An enumeration of the remedial action required to meet the standards of this local law.
- c. The requirement that the operator or owner submit a plan or remediation to the Zoning Enforcement Officer within ten (10) days of receiving notice of violation.
- d. The statement that the Zoning Enforcement Officer shall review plan of remediation within ten (10) days of receipt and will approve or reject the plan at that time.
- e. A statement stating that within ten (10) days from date of the notice the owner or operator must commence work under the remediated plan. The day of completion to be determined by the Zoning Enforcement Officer.

f. A statement of the penalties for non-compliance, as set forth herein.

A copy of such notice shall be filed in the Village Clerk's Office and such notice shall be deemed sufficient if served upon the owner or operator as follows:

- a. In person, or
- b. By certified mail with return receipt requested, or
- c. By posting a copy of said notice on the building, only if attempts to serve the owner or occupant by the first two methods set out above are unsuccessful.

If the plan of remediation is rejected, the owner or operator shall have five (5) days to submit a revised plan of remediation.

If no plan of remediation is submitted, or if the revised plan of remediation is also rejected, within ten (10) days the Zoning Enforcement Officer shall devise a plan of remediation and serve a copy of said plan on the owner or operator. Along with the devised plan of remediation, the Zoning Enforcement Officer shall serve a notice as provided above.

Section 13. Property under construction

- a. For purposes of enforcement of this local law, if work is being done on the property either the prime or general contractor or the owner, shall be held responsible.
- b. Materials may be stored in any area of the property upon which construction is being carried on provided that the method of storage and the materials stored are in compliance with the requirements of this local law. In no event shall such storage be permitted for a period exceeding one year.
- c. Drainage crossing the property being developed must be maintained during the time of development and no materials may be stored, land disturbed or other work done to interfere with drainage or to divert or cause runoff of groundwater or stormwater in an unnatural fashion.
- d. The person responsible as herein defined shall take all necessary and reasonable steps to ensure that there will not be an unusual or unwarranted amount of dust and debris blown onto or across neighboring or nearby properties.

- e. Construction roads must be kept wet properly treated to decrease the spread of dust and mud.
- f. A temporary cover such as rye grass or a mulch must be applied on land that has been stripped of its protective vegetation during the course of its construction to prevent the spread of dust and mud.
- g. All excavations in or near a public or private walkway or street must be properly guarded and protected at all times by lights, flags, barricades or other warnings sufficient in kind and amount to warn the public of the danger of falling into the excavation.
- h. Temporary electrical service must be through electric lines that are weather and waterproof, such lines must not cross public walkways or highways on the ground nor shall they be placed on the ground in areas subject to construction equipment traffic.
- i. Grounds and buildings must be kept free of debris such as broken glass boards with fastening protruding and the other articles making travel around the job site dangerous and unsafe.

Section 14. Review Board

The Village of Nunda shall create a review board, known as the Village of Nunda Revitalization Review Board; the purpose of which is to review the implementation, enforcement and hearing of appeals under this local law and to take other actions and responsibilities as prescribed by this law.

Said board shall consist of the Mayor of the Village of Nunda, a member of the Board of Trustees of the Village of Nunda as selected by said Board, a member of the Greater Nunda Action Partnership (GNAP) (or other similar Nunda-area Board of Trade organization) to be selected by said organization and two (2) residents of the Village of Nunda to be selected by the Village Board of Trustees.

Any decisions made by the Zoning Enforcement Officer with respect to the enforcement of this local law may be appealed to the Review Board by the Village of Nunda or the owner of the subject property. Any such appeal must follow the following procedures:

- a. The notice of appeal must be in writing and filed with the Village Clerk of the Village of Nunda within fifteen (15) days of the date of the decision by the Zoning Enforcement Officer which is being appealed.

b. Within thirty (30) days of the filing of the notice of appeal the Revitalization Review Board shall conduct a hearing at which the appellant, Zoning Enforcement Officer and such other parties that may be necessary for a proper review may present evidence.

c. Within thirty (30) days of said hearing, said Revitalization Review Board shall make a written decision stating its findings with respect to the appeal.

Section 15. Enforcement and Penalty

In event that the owner or operator shall fail to comply with the notice and/or plan of remediation, the Zoning Enforcement Office may file a complaint in the Village Justice Court.

A violation of any provision of this local law shall be an offense punishable by a fine not to exceed Five Hundred Dollars (\$500.00) for the first violation and not to exceed One Thousand Dollars (\$1,000.00) for a second violation or subsequent violations within one year. For purposes of this local law each week's continued existence of a violation shall be constitute a separate violation.

In the alternative, in the event of the refusal or neglect of the owner or operator so notified to comply with the plan of remediation approved by the Zoning Enforcement Officer, the Village of Nunda may elect to enforce this local law using the following procedure:

a. The Village of Nunda Revitalization Review Board shall inspect the property.

b. Within fifteen (15) days of the inspection said board shall make a written report as to its findings, and shall issue a plan for remediation.

c. A copy of said report shall be served upon the owner or operator in person or by certified mail return receipt requested. A copy of said report shall also be posted on the subject property.

d. If the owner or operator shall not comply with the plan of remediation issued by said board, upon resolution of the Village Board of the Village of Nunda directing the Mayor of the Village to make application at a Special Term of the Supreme Court of Livingston County for and Order of the Court authorizing the Village of Nunda to complete the plan of remediation as devised by the review board.

All expenses incurred by the Village of Nunda in connection with the proceedings in Supreme Court and the costs of completion of the plan of remediation shall be assessed against the subject property, and shall be levied and collected in the same manner as provided in Article Five of Village Law for the levy and collection of a special ad valorem levy.

Section 16. Severability

The provisions of this local law are hereby declared to be severable, and if any of its sections, provisions, clauses, or parts be held unconstitutional, or void, then the remainder of this local law shall continue in full force and effect, it being the legislative intent that this local law would have been adopted even if such unconstitutional or void matter had not been included therein.

Section 17. Effectiveness

This law shall supersede all prior local laws, ordinances, rules and regulations relative to property maintenance within the Village of Nunda and thus shall be, upon the date of this law and with proper filing procedures with the Department of State of the State of New York become effective.

Draft Board Meeting Minutes

July 12, 2021

The Regular Meeting of the Nunda Village Board of Trustees was held on July 12, 2021, at the Nunda Government Center Building with the following present:

Mayor: Jack Morgan

Deputy Mayor: Darren Snyder

Trustees: Mel Allen

William McTarnaghan

Dr. Donald Wilcox

Planning Board Chairperson: Alex Pierce

Water and Streets Superintendent: Troy Bennett

Code Enforcement/Zoning Officer: Mark Mullikin

Administrator/Clerk-Treasurer: LeRoy Wood

Deputy Clerk-Treasurer: Tammy McCallum

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

Roll Call: All present

Pledge of Allegiance: led by Mayor Morgan

Visitor Forum: 7 Guests

Water/Sewer Account #1945

Hillside Apartment had three representatives present to discuss current/outstanding water/sewer bill. A representative stated the cost of the current bill would be a big hit to their budget. Also stated, multiple times a review of all buildings proved to find no leaks. Hillside Apartment maintenance coordinator again stated what Mayor Morgan in June 2021 stated, leaks do not fix themselves.

The village has read the meter monthly over the course of the past quarter having no findings as to leakage or overuse of water. Pulling the meter and having it replaced would cost more than \$3K. Having the meter inspected would be the same cost of a new meter at this time.

Mayor Morgan stated the CEO of Hillside Apartments, Village DPW Superintendent, and the Village Administrator will need meet to discuss further.

Jeremy Blair

Stated his case to have water installed at his home on Creek Road in the Town of Nunda. Discussions between DPW Superintendent Bennett, Town Highway Superintendent Moran and Mr. Blair continue to take place. Mr. Blair stated he would be attending the Town of Nunda Board Meeting to discuss further as this location in the Town would need approval of the Town Board prior to any actions taking place.

Draft Board Meeting Minutes

DPW Superintendent Bennett stated he would like to ascertain the current water supply infrastructure to see if it is galvanized pipe or not during this process.

MOTION was made by Deputy Mayor Snyder to revoke Local Law #1 of 2021 - Opting-Out of Marihuana Regulation & Taxation Act for the Village of Nunda, seconded by Trustee Allen. Carried 5-0.

Mayor Morgan **opened Public Hearing** on Local Law #2 of 2021 - Opting-Out of Marihuana Regulation & Taxation Act for the Village of Nunda at 7:17 PM.

Approval of Minutes

A. June 14, 2021

MOTION was made by Trustee Wilcox to accept the minutes as presented, discussed, and reviewed, seconded by Trustee Allen. Carried 5-0.

Reports

A. Police

1. Monthly Reports-June 2021

Police Commissioners Meeting for the month of July 2021 has been rescheduled for July 20, 2021 at 6:00 PM.

MOTION was made by Deputy Mayor Snyder to approve the repairs and brake replacement to the Police Department vehicle by Eastside Automotive at a cost of \$932.08, seconded by Trustee Allen. Carried 5-0.

B. Code Enforcement/Zoning

1. Monthly Report-June 2021

C. Waste Water Treatment Plant

1. Departmental Activity Log-June 2021

D. Water/DPW

1. Departmental Activity Log-June 2021

2. Trees being scheduled to be taken down

3. Streets-Milling on West Street

4. Water/Sewer connection at new Town building on Hay Road is almost complete

5. Reservoir – due to intense rain the Water Plant is experiencing high turbidity numbers causing the water to have an odor and taste different than most times during the year. The water has been treated before being delivered to the public.

Mayor Morgan stated the Village truly looks great and thanked the DPW Department for their efforts in maintaining our community.

Trustee Wilcox stated the new sidewalks look good and thanked the DPW for the work they put in.

E. Justice

1. Monthly Reports-June 2021

Draft Board Meeting Minutes

F. Treasurer's Reports

1. Monthly Bank Statement Account-June 2021
2. Collateralization Report-June 2021
3. Monthly Treasurer's Reports-June 2021

Administrator Wood stated Budget Modifications will need to be made as the application for a second CDBG Grant was not budgeted for, however was approved and submitted. A change to the budget will be presented at the next Village Regularly Scheduled Board Meeting in August 2021.

4. Payroll - #11 & 12-Certification Review
5. Departmental Activity Log-June 2021

G. ZBA/Planning Board

Planning Board Chairperson Alex Pierce discussed the Comprehensive Plan and the potential entrepreneurial opportunities in the Town of Nunda. An additional Planning Board Meeting is scheduled for July 20, 2021 at 6:30 PM to make a final determination as a Board in business opportunities in the Town of Nunda.

H. Youth Recreation

MOTION was made by Trustee Wilcox to accept the departmental reports as given, seconded by Deputy Mayor Snyder. Carried 5-0.

Approval of Invoices

A. Abstract No. 002

GENERAL	(A)	- \$ 8,546.99
WATER	(F)	- \$ 10,338.61
SEWER	(G)	- \$ 926.08
WWTP CIP	(H)	- \$ 1,023.30
YOUTH	(J)	- \$ 654.17
TOTAL		- \$ 21,489.15

MOTION was made by Trustee Allen to accept the departmental reports as given, seconded by Trustee Wilcox. Carried 5-0.

New Business

A. Consolidated Funding Application for Grant at WWTP

Resolution of Support from the Village of Nunda for the 2021 New York State Consolidated Funding Application, Water Quality Improvement Project Wastewater Treatment Disinfection Improvements

Resolution No. 2021-021

WHEREAS, the Village of Nunda Board of Livingston County supports the submission of a 2021 Consolidated Funding Application (CFA) on behalf of the Village, for the Water Quality Improvement Project (WQIP) program to add an effluent disinfection process at the wastewater treatment plant; and

Draft Board Meeting Minutes

WHEREAS, the New York State Department of Environmental Conservation (DEC) provides a competitive statewide reimbursement grant program for local governments, administered to directly address documented water quality impairments; and

WHEREAS, the Village has been notified by the DEC of upcoming modifications to their State Pollutant Discharge Elimination System (SPDES) permit, requiring them to provide effluent disinfection at the wastewater treatment plant; and

WHEREAS, findings in the preliminary engineering study recommended improvements to the wastewater treatment plant, including installation of an ultraviolet disinfection system, greatly improving the quality of effluent discharged into the Keshequa Creek;

NOW THEREFORE BE IT RESOLVED, it is anticipated that the Village Board, on behalf of the Village, will complete the necessary actions to authorize expenditures for the proposed project, as well as authorizes the Village Mayor to execute necessary documents relative to and as required for the application; and

BE IT FURTHER RESOLVED, the Village Board does hereby accept that they shall provide at least 25% match of the total of any grant funding awarded as a local match in the form of in-kind services or cash contributions hereby appropriated and obligated from SRF Financing; and

BE IT FURTHER RESOLVED, that the Village of Nunda Board of Livingston County recognizes and fully supports the submission of the 2021 CFA for WQIP on behalf of the Village for improvements to the wastewater treatment plant.

This resolution was presented by Mayor Morgan with a **motion** to adopt made by Trustee Wilcox, seconded by Trustee McTarnaghan where thereupon declared duly adopted by a vote of 5 ayes and 0 nays.

B. Annual Updated Document 2020-2021-emailed/available at www.villageofnunda.org

C. Compensation Doctrine

D. Joint Meeting of Town/Village Boards -- Police Department/Tax Abatement

Deputy Mayor Snyder stated these two items should be discussed at two separate meetings

E. Part-time help while employee out on Disability

MOTION was made by Trustee Allen to hire back fulltime Laborer Ray Houtz during the time period the current fulltime Laborer will be out on disability insurance due to upcoming surgery, seconded by Deputy Mayor Snyder. Carried 5-0.

F. Spring Assembly for Village Park

MOTION was made by Trustee Allen to hold-off on purchasing an additional Spring Assembly for the Village Park due to cost and availability now of three spring park toys/equipment our younger population, seconded by Trustee McTarnaghan. Carried 5-0.

Draft Board Meeting Minutes

Mayor Morgan **closed the Public Hearing** on Local Law #2 of 2021 - Opting-Out of Marihuana Regulation & Taxation Act for the Village of Nunda at 8:13 PM.

F. Discussion on Local Law on Marihuana Regulation & Taxation Act

Resolution No. 2021-022

WHEREAS, the Village of Nunda has reviewed and thoroughly discussed options of opting-in or opting-out of Licensing and Establishing Retail Cannabis Dispensaries and On-site Cannabis Consumption Establishments within the Village of Nunda; and

WHEREAS, New York State has directed municipalities to pass a local law prior to December 31, 2021 should they desire to opt-out of Licensing and Establishing Retail Cannabis Dispensaries and On-site Cannabis Consumption Establishments; and

WHEREAS, pursuant to Cannabis Law § 131, which expressly authorizes villages to opt-out of allowing retail cannabis dispensaries and on-site cannabis consumption establishments within its boundaries;

NOW THEREFORE BE IT RESOLVED, the Village Board of Trustees of the Village of Nunda, County of Livingston, hereby opts-out of licensing and establishing cannabis retail dispensaries and cannabis on-site consumption establishments within its boundaries; and

BE IT FURTHER RESOLVED, the Village Board of Trustees of the Village of Nunda, approve bypassing the permissive referendum phase and hold a special election/referendum with residents of the Village of Nunda making the final determination of opting-in or opting-out of Licensing and Establishing Retail Cannabis Dispensaries and On-site Cannabis Consumption Establishments within the Village of Nunda; and

BE IT FURTHER RESOLVED, the Village Board of Trustees of the Village of Nunda, adopt Local Law #2 of 2021 - Opting Out of Licensing and Establishing Retail Cannabis Dispensaries and On-site Cannabis Consumption Establishments within the Village of Nunda.

This resolution was presented by Mayor Morgan with a **motion** to adopt made by Deputy Mayor Snyder, seconded by Trustee Allen where thereupon declared duly adopted by a vote of 5 ayes and 0 nays.

G. Credit Card for Director of Youth Recreation

MOTION was made by Deputy Mayor Snyder to issue John Gordinier, Director of Youth Recreation a Village credit card for purchases for the Joint Youth Recreation Department during the time period this seasonal activity is operating, seconded by Trustee Wilcox, Carried 5-0.

H. Appointment Associate Village Justice

Resolution No. 2021-023

BE IT RESOLVED, that the Village Board of Trustees of the Village of Nunda duly appoint Tammy McCallum as Associate Justice for the Village of Nunda.

Draft Board Meeting Minutes

The resolution was presented by Mayor Morgan with a **motion** to appoint made by Trustee Allen, seconded by Deputy Mayor Snyder. Carried 5-0.

Old Business

A. Property Maintenance & Nuisance Local Laws

Mayor Morgan has called a Special Meeting of the Board to meet Monday, July 26, 2021 at 7:00 PM to review Local Law #1 of 2009, Property Maintenance Law within the Village of Nunda and to hold a public hearing and possibly amend said local law.

B. WWTP CIP & Grant Submission through WQIP

Pre-bid conference scheduled for Tuesday, July 13, 2021 at 11:00 AM at the Sewer Plant to discuss with potential contractors and other vendors any questions they may have prior to bids being due.

C. Lawson Properties

A conference call with the municipal financial consultant occurred with the decision to go for a Bond Anticipation Note (BAN) of \$300,000.00 for the purchase of three Lawson properties. It is with the understanding that the monies received through the Land Grant with New York State will pay down this BAN within a year. Mid-August will be the time period when this funding will be received. A meeting with the village attorney to finalize purchase of these properties will need to be scheduled for August 2021.

Other Business

A. Close M&T Bank Account used for Reimbursement of Healthcare

MOTION was made Mayor Morgan to close the M&T Bank Account, used for healthcare reimbursements, at an appropriate time when use is no longer required, seconded by Deputy Mayor Snyder. Carried 5-0.

Policy Review

A. Vehicle-Use Policy – tabled

B. Investment and Borrowing Policy – tabled

Communications / Informational / Discussion Items

A. ARPA Coronavirus Local Fiscal Recovery Fund

A letter of funding to be received was distributed to Board Members.

B. Public Hearing set for Monday, July 26, 2021 at 7:00 PM-Property Maintenance Law

C. Letter mailed to resident's delinquent on Water/Sewer Bill Payments

MOTION was made by Trustee Wilcox to enter into Executive Session at 9:05 PM to discuss personnel matters of specific employee-Administrator Wood, seconded by Deputy Mayor Snyder. Carried 5-0.

MOTION was made by Deputy Mayor Snyder to exit Executive Session at 9:26 PM, seconded by

Draft Board Meeting Minutes

Trustee Allen. Carried 5-0.

Adjournment

MOTION was made to adjourn by Trustee Allen, seconded by Trustee McTarnaghan at 9:26 PM.

Respectfully submitted,

LeRoy J. Wood
Administrator/
Clerk-Treasurer

RECEIVED

JUL 23 2021

VILLAGE OF NUNDA

July 20, 2021

Dear Village of Nunda,

Congratulations on your recent Community Development Block Grant (CDBG) award for housing rehabilitation! If you have not received it already, the Office of Community Renewal will be soon be sending you a grant agreement package. Our contract for preparing the application includes assisting you with execution of the grant agreement and related forms. Please share the award letter and grant agreement package with us, and we will assist with completing all necessary forms and undertaking other actions that may be required.

The next important step in the process is to issue a Request for Proposals (RFP) for grant administration and program delivery. You have a 24 month timeline to complete your program, starting from the date of your award letter. Therefore, it is very important to implement the RFP process immediately. Attached is information regarding OCR's procurement process. You may also wish to reach out to your OCR Program Manager (named in your award letter) to discuss this process.

Lastly, OCR will be hosting a series of webinars required for all awardees. A representative from your municipality will be required to participate in these webinars. Please watch for an email with webinar dates and registration information.

Thank you for the opportunity to assist you in capturing these important funds for your community, and please don't hesitate to reach out to our office with any questions you may have or for any assistance you may need.

Sincerely,



Rich Cunningham
Senior Consultant

Enclosure

PROCESS TO PROCURE CONSULTING SERVICES FOR THE CDBG PROGRAM

INTRODUCTION: If a CDBG grantee wishes to use the services of a consultant to provide program delivery and administrative services and wishes to pay for those services with CDBG funds, the services must be procured in keeping with requirements established by the CDBG funding source, the New York State Office of Community Renewal (OCR). The process is detailed in Chapter 4, Procurement Standards, of the NYS OCR's Administrative Manual for the Small Cities CDBG Program. The method for soliciting competitive proposals is the issuance of a Request for Proposal (RFP). The step-by-step process detailed below should assist you in following the proper procurement process, but in no way supersedes any requirements or guidance provided by OCR. With only a 24 month timeline to complete your program, it is important to begin the process immediately upon receipt of your grant agreement.

STEP ONE – Establish Contact/Create a File: Determine who at the municipality will be responsible for implementing the RFP process, and answering any questions with respect to the RFP. Establish a Request for Proposals file in which the RFP package and copies of all emails, faxes, or letters sent or received, as well as affidavits of publication and any other documentation of efforts, can be kept together. This should include your original award letter. Copies of notices, emails, faxes, letters, etc. related to the RFP process should be kept in an RFP file. The ORIGINAL affidavits of publication should also be kept in the RFP file. You may be required to document your efforts at the conclusion of the program, so it is vital to retain all paperwork related to this program and the RFP.

STEP TWO – Prepare a Request for Proposals: Develop an RFP document that identifies the Administration and Program Delivery services desired as well as any other information needed to choose an administrator, such as qualifications, experience, costs, due date, selection criteria, etc. You may want your municipal attorney to review the draft RFP. The RFP must include language encouraging participation by Section 3 businesses and Minority/Women Owned Businesses. You may want to use an RFP from a previous program or contact other municipalities that have run similar programs to get a copy of a draft RFP. We recommend that you provide a draft RFP to your OCR Program Manager for review prior to publishing. Establish the due date for the RFP keeping in mind that there must be a *minimum* of three weeks between publication of the public notice and the due date for proposals.

STEP THREE - Advertise: Draft a public notice and publish it in the classified section of your official newspaper. Request an affidavit of publication and maintain the original on file. The cost of this can be reimbursed at a later date. You may also place the notice on your website or social media. Please note, the costs for such notices may be eligible for reimbursement through the grant.

STEP FOUR– M/WBE Outreach: The NYS OCR requires good faith efforts to include minority and women-owned businesses (M/WBE) in the Program. Accordingly, you should:

A. Publish the public notice in at least one minority publication. A list of two minority publications is attached (both papers are under the same ownership). Place the public notice in at least one of the publications. Request an affidavit of publication and maintain the original in the RFP file. If you have established contacts with other groups in your community or the surrounding area that promote minority or women owned enterprises, you can also advertise or submit notices to those groups.

C. Publish the public notice in the NYS Contract Reporter. If you do not already have an account, you can establish one here: <https://www.nyscr.ny.gov/advertise.cfm>.

B. Grantees **may** also directly solicit M/WBEs or other consulting firms if you wish. The grantee should email, fax or mail a copy of the public notice and/or the full RFP to M/WBE and/or other consultants. For assistance in identifying consultants, especially M/WBEs, you can contact your Program Manager at NYS OCR. Maintain documentation of all efforts (such as copies of emails) in the RFP File.

STEP FIVE- Inquiries: Mail or email a complete copy of the RFP to any entities that request them as a result of advertisements or direct solicitation. There should be no cost for providing this information. Maintain a record of any entities that contact you and how the RFP was sent (i.e. if you email the complete RFP, maintain a copy of the email; if you send it by US mail, keep a copy of the transmittal letter).

STEP SIX – Submission, Review, and Selection: Collect all proposals received by the established due date and deliver them to the person or persons appointed to review them. Proposals should not be opened until after the date and time noted on the RFP. The RFP should have evaluation factors for reviewing applications. All valid proposals should be reviewed according to these evaluation factors. Keep a record of who reviews the proposals, your vetting process, and rationale for choosing the consultant. Once you determine with whom you wish to contract, it should be formally approved by the Municipal Board.

If there is more than one respondent, there is no need to do anything further after the respondent gets municipal approval, and you can proceed to execute a contract. However, if only one response is received, you must obtain prior approval from OCR prior to hiring them. Contact your OCR Program Manger by phone or email to put them on notice that only one response was received, and they will direct you how to proceed. You will likely need to provide them documentation of all of the outreach undertaken above.



Homes and Community Renewal

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

June 30, 2021

Honorable Jack Morgan
Mayor
Village of Nunda
4 Massachusetts Street
P. O. Box 537
Nunda, New York 14517

Re: CDBG Program Award
Village of Nunda Housing Rehabilitation Program
NYS CDBG Project #831HR142-20

On behalf of the Housing Trust Fund Corporation (HTFC) and the Office of Community Renewal (OCR), it is my pleasure to inform you that the application submitted as part of the 2020 NYS Community Development Block Grant (CDBG) housing round has been selected for a \$500,000 award.

OCR has awarded more than \$14 million as part of this CDBG funding round for a variety of projects that address local affordable housing needs. These investments in homeownership opportunities and home rehabilitation programs will contribute to community revitalization and improved quality of life for the working families of New York State.

A grant agreement will be transmitted separately for this award. Please be advised that no work can be performed, nor any cost committed or incurred prior to the execution of a grant agreement with HTFC and approval of all required environmental review record materials. HTFC reserves the right to rescind an award and deobligate funds for projects unable to satisfy all requirements.

OCR program staff will contact you to outline the procedures necessary to advance this project. Should you have any questions in the interim, please contact the Office of Community Renewal at 518-474-2057 or OCRinfo@nyshcr.org.

Sincerely,

RuthAnne Visnauskas
Commissioner/CEO
NYS Homes and Community Renewal

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Project No. 831HR142-20

AGREEMENT, made effective as of the 24th day of June 2021, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Village of Nunda ("Recipient"), a unit of general local government, with offices at 4 Massachusetts Street, P. O. Box 537, Nunda, New York 14517, New York 14517.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project"), as described in the Recipient's Program Year 2020 Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$500,000 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. **Contents of Agreement**. The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d) Schedule A**, "Special Conditions", and **Schedule B**, "Awarded Budget and Projected Accomplishments", attached hereto.

2. **Recipient Performance**. **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** the Recipient's application, as amended by the Special Conditions attached as Schedule A; **(ii)** this Agreement; and **(iii)** all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. **b)** The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **June 23, 2023**.

3. **Grant Funds**. **a)** The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of

CDBG funds from HUD pursuant to the Act. **b)** The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. **c)** The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: **(i)** to conform to any revision to which the parties may agree with respect to the Recipient's Application; or **(ii)** if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.

4. Disbursement of Grant Funds. **a)** The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: **(i)** challenge the validity of such payment; **(ii)** enforce all rights and remedies set forth in this Agreement; or **(iii)** take corrective or remedial administrative action including, without limitation, suspension, or termination of the Recipient's funding under this Agreement. **b)** The Recipient shall certify with each request for Grant Funds that: **(i)** all statements and representations previously made regarding this Agreement are correct and complete; and **(ii)** the funds do not duplicate reimbursement of costs and services from any other source. **c)** The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

5. Use of Grant Funds to Make Loans. If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of Recipient, sub-recipient or "borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. Subcontracts. The Recipient shall: **a)** require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; **b)** adopt and perform such review and inspection procedures as are

necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

7. Program Income. Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 24CFR570.489(e). When the income is generated by an activity that is only partially funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold within five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

8. Environmental Compliance. This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Corporation prior to incurring any project costs. Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds or concurrence and incurred prior to the release of funds will be eligible for reimbursement from Grant Funds. However, Recipients incurs such costs for exempt activities at their own risk. Any non-exempt activities will not be eligible for reimbursement from Grant Funds and incur such at their own risk and expense. All

Environmental Review requirements, can be found in Chapter 2 of the Corporation's CDBG Grant Administration Manual.

9. Insurance. During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificates for a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with b) crime/fidelity coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, and c) certificates for automobile insurance (if applicable), fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

10. Records. The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government. All such records shall be maintained and available for inspection, copying and audit during the term and for seven years following the final disbursement of the Grant Funds.

11. Reports. The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Such reporting requirements can be found in Corporation's CDBG Grant Administration Manual and correspondence laws, regulations, and statutes.

12. Performance Review. The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

13. Notice of Investigation or Default. The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project, or **c)** the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon

receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

14. Default. **a)** If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s). **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date, or any wrongdoing on the part of Recipient, sub-recipient or "borrower. **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: **(i)** terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; **(ii)** commence a legal or equitable action to enforce performance of this Agreement, **(iii)** withhold or suspend payment of Grant Funds; **(iv)** exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. **d)** In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

15. Equal Opportunity Requirements and Procedures. Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women-Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

16. Indemnification. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by,, or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

17. Non-Liability. Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

18. Statute of Limitations. No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

19. Service of Process. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

20. Notices. All notices, requests, approvals,, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

21. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

22. Nonwaiver. The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

23. Assignment. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

24. Successors. This Agreement shall be binding upon the successors in office of the respective parties.

25. Assurance of Authority. The Recipient hereby assures and certifies that: **a)** The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. **b)** A resolution, motion, order or ordinance has been duly adopted, passed, or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. **c)** There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which **(i)** questions the validity of this Agreement, or any action taken or to be taken under it, or **(ii)** is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. **d)** The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. **e)** Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, **(i)** the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and **(ii)** the execution and performance of this Agreement will not result in any such violation.

26. Photography Release. Recipient shall require any Third Party to execute a photography release, an example of which is available in the OCR website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

27. Expenditure of Funds. Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 270 days of the date of the grant award.

28. Project Completion. Recipient shall submit the Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within thirty (30) days of the termination date of this agreement, whichever occurs first.

29. Entire Agreement. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____
Name: Crystal Loffler
Title: President
Office of Community Renewal

Village of Nunda

By: _____
Name: Jack Morgan
Title: Mayor

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
SPECIAL CONDITIONS

(Not Applicable)

Schedule B

2020 Awarded Budget & Projected Accomplishments

Project Number: 831HR142-20

<i>Community</i>	<i>C/T/V</i>	<i>County</i>	<i>Type</i>	<i>Awarded Amount</i>
Nunda	Village	Livingston	Rehabilitation	\$500,000

<i>Funding Source</i>	<i>Amount</i>
CDBG	\$500,000.00
WEATHERIZATION-Federal	\$25,500.00
Projected Total Funding:	\$525,500.00

<i>Activity(ies)</i>	<i>Projected Use</i>	<i>Amount</i>
Village of Nunda Grant Administration	Grant Administration	\$25,000
Village of Nunda Housing Rehab	Rehab & New Construction (SU)	\$410,000
Village of Nunda Program Delivery	Program Delivery	\$65,000
		\$500,000

831HR14220-01	Village of Nunda Housing Rehab	
	Income Household	
	0-30% Owner	5
	31-50% Owner	9
	Persons	
	LMI Owner	29

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCCEP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - Norty Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSERDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

Community Development Block Grant (CDBG) Program Grant
Agreement Checklist

Submit the following to execute the CDBG Grant Agreement:

- One (1) Notarized signed copy of CDBG Grant Agreement
 - Designation of Depository for Direct Deposit of Funds Form
 - Authorized Signature Form
 - Proof of Insurance coverage
 - Project Team
 - Project Schedule
 - Schedule A Documentation (if applicable)
-

CDBG Grant Agreement

Sign the Grant Agreement and return full package via email to the assigned Developer.

Grant Agreement includes two schedules:

- Schedule A – If applicable, provides additional requirements or instructions that must be addressed prior to the execution of the Grant Agreement. Notify HousingTrust Fund Corporation (HTFC) if information is incorrect.
Schedule B – A summary of the approved CDBG Program budget, activities, proposed accomplishments and a description of the target area, as stated in the application.

Form 1-1 - Authorized Signature Form

- An original signed copy of the "Authorized Signature Form for Request for Payment on CDBG Account"; and is required for both new and prior recipients.

Form 1-2 - Designation of Depository for Direct Deposit of Funds Form

- An original signed copy of the "Designation of Depository for Direct Deposit of CDBG Funds", and is required for both new and prior recipients
- Please include a voided or canceled check with the recipient organization name imprinted on it to verify account ownership.

Form 7-2 – Program Schedule

- The Program Schedule, reflects the implementation of the Project and expenditure of funds over the 24-month term of the grant agreement; and

Form 8-1, Project Team

- The Project Team identifies key personnel that may be involved with the project and is required for both new and prior recipients

NEW Proof of Insurance coverage

- The Grant Agreement outlines the required insurance documentation. Insurance coverage must be from a New York State licensed carrier.
 - **General liability insurance**
Coverage in a minimum amount of one million dollars. The certificate must name both the Housing Trust Fund Corporation **and** the State of New York as additional insured.
 - **Automobile insurance**

Automobile insurance coverage is required. Either coverage for vehicles owned and operated by the organization (if applicable), or hired and non-owned vehicles. If the organization does not own automobiles, a letter must be provided to state that auto insurance coverage will be adjusted to "any auto" if the organization acquires an automobile.

- **Workers' compensation coverage**

If the awarded organization is not required to provide workers' compensation coverage, documentation of exemption is required. A certificate of attestation of exemption from NYS Workers' Compensation coverage is required.

- **Disability benefit coverage**

If the awarded organization is not required to carry disability insurance, documentation of exemption is required. A certificate of attestation of exemption from disability insurance is required.

All the above referenced forms as well as the Grant Administration Manual and other pertinent information and forms can be found on our website: <https://hcr.ny.gov/community-renewal>

The effective date of the Grant Agreement is the date your community can begin incurring costs for exempt activities, as identified in 24 CFR 58.34 and 58.35. *Costs for non-exempt activities cannot be incurred until the required Environmental Review Record (ERR) is submitted to the OCR and the Request for Release of Funds has been approved.* CDBG funds will only be disbursed after the ERR has been accepted and a Release of Funds is approved, or a concurrence letter is issued.

Specific guidelines for administering the grant, including the required environmental review requirements, can be found in the Grant Administration Manual located on the OCR website at <https://hcr.ny.gov/community-development-block-grant>. Also found at this location is the template for the NYS CDBG Local Recipient Administrative Plan which is required prior to requesting funds for the first time.

Village of Nunda

Request for Proposal

for

Professional Consulting Services in

Grant Management

for a

New York State

Community Development Block Grant

The Village of Nunda is seeking proposals from qualified consultants to assist in administering the Village's recent Community Development Block Grant (CDBG) Award.

The program is for enhancements to locally owned residential homes which in turn will provide a local economic boost, create jobs, and benefit low to moderate income families or individuals. The Village has applied for said grants in the past and has been awarded previously. The Village has entered into an agreement with Housing Trust Fund Corporation (HTFC) represented by the Office of Community Renewal Project No. 831HR142-20. All provisions of said agreement must be met and followed by qualified consultant.

Should there be any additional Community Development Block Grant opportunities for the Village of Nunda, the municipality reserves the right to utilize consulting services *obtained* through this RFP process for a period of time directed by law.

The Village of Nunda strongly encourages Minority and Women Owned Business Enterprises and Section 3 qualified applicants to apply along with locally-owned small businesses.

SCOPE

The Village intends to retain a consulting firm to administer the Village's CDBG Program. The consultant selected will be responsible for performing many of the administrative tasks and responsibilities as required and prescribed in the New York State Community Development Block Grant Program – Grant Administration Manual.

The CDBG administrative services shall be provided through a contract with the Village of Nunda. The selected consultant shall be required to perform the following work in accordance with the prescribed scope of work:

PROGRAM MANAGEMENT

A. General Administration

1. Notify the Village of future grant opportunities and assist with preparation of applications as requested and authorized by the Village.
2. Assist with the implementation of best management practices to provide for continuity of programs and activities, records keeping, provide recommendations, and implementation of program income reuse plan and activities.
3. Provide Village with notification of relevant changes in the CDBG Program.

4. Assist with preparation, execution, and implementation of contracts for sub-recipients and contractors.
5. Provide a process to track activities, to monitor grant program progress, and provide status.
6. Establish a program filing system and records keeping program consistent with New York State CDBG Grant Management Manual requirements.
7. Provide close-out services for this grant and any other grant associated with this program received as follows: Audit of administration files, complete all final reports, and submission of final close out package to New York State CDBG Office of Community Renewal.
8. Train and assist Village staff in creating, managing, and maintaining grant portfolio.
9. Provide general administration duties as determined by municipality to allow for best practices for the applicable funding source.

B. Application and Budgeting

1. The consultant will be responsible for management of application process including some other budgetary matters.
2. Assist applicants in competing applications, including gathering all supporting documentation.
3. Obtain credit reports, perform project site visits with Village representation and collect other pertinent background information necessary to ascertain project viability.
4. Provide support and technical mechanisms for Village meetings as necessary.
5. Review and disseminate all budgetary requirements to Village Board as deemed by relevant by higher authority.
6. Adhere to all fiscal constraints, budgetary requirements according to grant awarded;

Housing Rehabilitation	\$ 410,000.00
Program Delivery	\$ 65,000.00
Grant Administration	<u>\$ 25,000.00</u>
	\$ 500,000.00

7. Meet deadlines as is necessary for grant award. This is a twenty-four-month project window with completion being June 2023.

C. Qualifications

1. Interested consulting firms should provide related experience on like projects or CDBG Grant Programs, current and projected workloads, capability of meeting times and budgetary constraints, and identify of qualified professional personnel assigned to this project.
2. The RFP submissions will be evaluated on costs, experience, and best business practicality for municipality.
3. Consultant will be knowledgeable on equal opportunity and labor law requirements.
4. Consultants should possess expert skills and a vast plethora of experience in administration and management of CDBG Programs.

D. Submission

1. RFP responses will be delivered to the Village Clerk-Treasurer/Chief Fiscal Officer by 2:00 PM on September 3, 2021, to the following address, **sealed and packaged**;

Village of Nunda
C/O CDBG Consulting Services RFP Response
4 Massachusetts Street
PO Box 537
Nunda, NY 14517-0537

A response can be either hand delivered or delivered via any courier/ mailing agency, just so long as it is delivered within the date and timeframes already set

above. Any responses received after this date and time will not be part of the reviewing process.

Request for Proposals responses will be opened at 3:00 PM on September 3, 2021.

1. All proposals shall be submitted in a sealed envelope.
2. Two (2) copies of the proposal will be submitted.
3. Late proposals will be not accepted.
4. All proposals submitted shall become property of the Village of Nunda.
5. All costs associated with each proposal submission will be at cost to the proposer and not the Village of Nunda.
6. Proposals shall be signed by a designated representative employee to receive consideration.
7. The Village of Nunda will not be responsible for delivery of proposals to a location other than listed above and specified herein.

E. Award Criteria

1. The Village of Nunda will utilize a competitive selection process.
2. The experience of each consultant will be evaluated as it relates to the Scope of Work provided in this RFP.
3. After initial opening of proposals a list of qualified consultants will be formulated and interview process created to find the best candidate.
4. The top consultants will be presented to the governing Village Board of Trustees to ascertain the best avenue to move to in selecting a candidate.
5. Decisions of selections will be in the best interest of the citizens of the Village of Nunda.

6. The Village of Nunda has the exclusive right to reject any and all bids as presented.

7. The Village Board does have the discretion to negotiate with successful organizations as necessary.

F. Contact Information

1. Questions can be directed to:

LeRoy J. Wood, Administrator/
Clerk-Treasurer
Village of Nunda
4 Massachusetts Street
PO Box 537
Nunda, NY 14517-0537

Phone: (585) 468-2215

Email: clerk@villageofnunda.org

May 2019

Memorandum of Understanding

Letchworth Gateway Villages Municipal Collaboration & Genesee Valley Geotourism Initiative

Members of the Letchworth Gateway Villages Municipal Collaboration (hereafter referred to as "LGV") understand and support the purpose, goals, principles, scope, roles and responsibilities described in this document (Agreement).

PURPOSE

LGV's purpose is to foster long-term economic and environmental vitality through cross-municipal, cross-county collaboration via efforts like sustainable tourism development; and here in particular, to advance the goals of the Genesee Valley Geotourism Initiative or GVGI.

In the U.S. and around the world, sustainable tourism has been an important vehicle for creating livelihoods and transforming economies in resource-poor settings. Since the U.S. employment recovery began in **2010, the travel industry has created 972,000 new jobs at an 18 percent faster rate than the rest of the U.S.¹ economy.** Additionally the outdoor recreation economy is booming. According to 2016 economic data, **outdoor recreation generates \$887 billion in consumer spending, \$65.3 billion in federal tax revenue, \$59.2 in state and local tax revenue and 7.6 million direct national jobs.²**

Every year, **nearly 1 million visitors** pass through the small, rural communities of the Genesee Valley to visit **one of New York's top destinations—Letchworth State Park.³** As neighbors and gateways to Letchworth, these communities have a special opportunity to promote their proximity to the park and the Genesee Valley's agricultural and nature assets as the market for food tourism, outdoor recreation and off-the-beaten track experiences continues to grow.

The Genesee Valley Geotourism Initiative (GVGI) focuses on building the tourism assets of rural communities in **Livingston, Wyoming, Genesee and Allegany Counties anchored by Letchworth State Park and linked together by the Genesee River.**

The GVGI was established by LGV and its founding communities (Perry, Mount Morris and Geneseo), which recognize that realizing the destination area's full economic potential over the long-term necessitates broadening the group of participating municipalities and public and private stakeholder agencies, organizations, sponsors and supporters.

This agreement represents the first evolutionary step toward envisioning a Genesee Valley Stewardship Council (GVSC), a destination management organization or DMO, that will ultimately grow and sustain a broader destination ecosystem.

¹ U.S. Travel Association, 2017 Report. The Power of Travel Promotion: Spurring Growth, Creating Jobs.

² Outdoor Industry Association. Outdoor Recreation Economy Report, 2016.
<https://outdoorindustry.org/resource/2017-outdoor-recreation-economy-report/>

³ NY State Park Recreation and Historic Preservation

May 2019

GOALS

- (1) Foster a shared regional identity that encourages collaboration, inspires pride in our unique character and strengthens shared assets across municipal boundaries.
- (2) Promote regional and local understanding of Geotourism and the concept of destination stewardship in order to improve local quality of life, economic vitality, and collaborative efforts that conserve the value of our natural, cultural, recreational and historical assets.
- (3) Engage local entrepreneurs, small businesses, civic groups, government, and others in providing a distinctive, authentic visitor experience.
- (4) Increase visibility for the region's unique attractions and businesses through a robust online and digital media presence.
- (5) Promote regional economic stability and growth by cultivating new tourism-related economic opportunities
- (6) Create an authentic and meaningful branded travel destination, and measure our increasing tourism success not only by numbers of visitors, but also by the quality of their experience, length of their stay, how they spend their money, whether they return, and whether they encourage others to visit.
- (7) Encourage best practices that enhance sustainability, collaboration and authentic visitor experiences.

DEFINITION & PRINCIPLES

LGV subscribes to the definition of geotourism formulated by the National Geographic Society, and to the principles of geotourism that follow:

Geotourism Definition:

Tourism that sustains or enhances the geographical character of a place—its environment, heritage, aesthetics, culture and well-being of its residents.

Geotourism Principles:

WHEREAS a sustainable destination means, first and foremost, a sustainable economy, one with a strong foundation of diverse, place-based businesses, academic and educational resources, and a resilient workforce equipped with entrepreneurial and technological skills to continually service, grow and adapt the local economy.

WHEREAS a sustainable destination also means a place where we value and preserve our natural, cultural and heritage assets. These assets are our DNA, they are the link between our past, present and future. They are what inspires our economy and future innovation and they are what defines our way of life. *They must necessarily be supported by, and are dependent upon healthy, vibrant economies in the Villages and Towns which provide tourist amenities and offer their own store of experiences, attractions, and events.*

WHEREAS creating a sustainable destination will rely on building the relationships and capacity for collaboration that will sustain action, promote regional planning, inspire new market opportunities that attract new talent and resources.

WHEREAS Geotourism is a vehicle, a set of organizing principles and a methodology for building a sustainable destination that benefits the local community and enhances residents' quality of life.

WHEREAS the geotourism approach helps build a sense of regional identity and pride, stressing what is authentic and unique to the Genesee Valley area,

THE UNDERSIGNED parties to this Agreement commit to support these geotourism principles, to sustain and enhance the geographical character of the Genesee Valley area—its environment, culture, aesthetics, heritage, and the well-being of its residents:

Principle 1: Foster Integrity of Place. Sustain and enhance geographical character.

Principle 2: Respect International Codes. Follow the World Tourism Organization's Global Code of Ethics for Tourism (<http://ethics.unwto.org/en/content/global-code-ethics-tourism>) and the Principles of the Cultural Tourism Charter established by the International Council of Monuments and Sites (ICOMOS) (http://www.icomos.org/charters/tourism_e.pdf).

Principle 3. Market Selectively. Plan not for "tourism," but for *which* tourists. Seek tourist segments with best cost/benefit ratio. Measure success by benefit, not headcount.

Principle 4. Foster Product Diversity. Encourage a wide range of cuisine, lodging, retail facilities, products, services, cultural experiences and recreational opportunities to appeal to the entire spectrum of the geotourism market.

Principle 5: Ensure Tourist Enthusiasm. Identify quality experiences that tourists want to share with others, thus providing increased demand for the destination.

Principle 6: Recognize Influence, Opportunity, and Responsibility. Consider the impact that our destination can have on visitors by communicating our principles and practices of geotourism, and act accordingly.

Principle 7: Involve Community. Base tourism on community resources, encouraging local businesses and civic groups to promote and provide a distinctive, honest visitor experiences.

Principle 8: Provide Community Benefit. Promote economic and social benefits from tourism that help local residents, resources, and businesses.

Principle 9: Protect and Enhance Destination Appeal. Encourage businesses, government agencies, and others to balance usage with protection of resources.

Principle 10: Use Land Wisely. Apply proactive techniques to prevent over-development and degradation in sensitive ecological, scenic, historic, or cultural areas.

May 2019

Principle 11: Conserve Resources. Encourage and promote environmentally friendly business practices.

Principle 12: Plan. Recognize and respect immediate economic needs without sacrificing long-term character and the geotourism potential of the destination.

Principle 13. Encourage Interactive Interpretation. Engage both visitors and hosts in the learning process.

Principle 14: Evaluate Efforts. Measure development and marketing practices, along with the stewardship and conservation efforts to understand the full value of sustainable destinations.

ORGANIZATIONAL STRUCTURE

LGV is comprised of collaborating municipalities, and organizations and sponsors as described by this MoU Agreement. LGV acts as an advocate for the GVGI, overseeing and guiding its development, advocating and recruiting new members and supporting fundraising efforts. The Village of Perry currently acts as LGV's fiscal sponsor and manages funds for LGV.

MEMBERSHIP LEVELS AND CRITERIA

There are four types of membership under this Agreement, each with different membership criteria, roles and responsibilities:

- 1) **Executive Committee.** The Executive Committee is comprised of one representative from each founding municipality (the Villages of Perry, Mount Morris and Geneseo) and the Perry Main Street Association. Must be willing to meet on a monthly basis, act as a fiscal sponsor and serve as the Chair and Vice-Chair on a rotating, annual basis. The Executive may also select other officers such as Treasurer or Secretary.
- 2) **Advisory Group.** The Advisory Group is comprised of the Executive Committee, plus up to four (4) additional persons (e.g. key strategic partners and investors with significant involvement in one or more of LGV's priority efforts such as destination branding and marketing, regional planning, or entrepreneurship/workforce development). The Advisory Committee will meet monthly. A quorum will consist of a majority. Decisions requiring input from the broader membership will be circulated to Implementing Partners and Sponsors.
- 3) **Implementing Partners.** Implementing Partners consist of signatory municipalities within the Genesee Valley destination area as defined below, community organizations, government agencies, educational institutions and individuals that add value to the collaboration by bringing niche expertise, acting as liaison between local stakeholders and the target visitor market, or serving on target initiatives/ad hoc work groups.

Key requirements:

May 2019

- a) Implementing partners must be located in Livingston, Wyoming, Genesee or Allegany County within a 20 mile radius of Letchworth State Park and part of the Genesee River Watershed area.
 - b) Willing to commit to join the initiative for at least 3 years.
 - c) Nominate a community counterpart organization with which the Letchworth Gateway Villages advisory team can liaise for program implementation. Examples include Main Street Associations, Friends Groups, local Chambers of Commerce, Historical Societies, Rotary, Kiwanis or other business/community oriented volunteer groups.
 - d) Counterpart organizations must have an active and engaged member base, be recognized as a legitimate voice / advocate for business and community interests in the community, practice inclusive membership and not be driven by political or religious affiliations.
 - e) LGV may allow other organizations or individuals to join. A candidate must be nominated by a member municipality, be willing to perform the duties associated with their role, and support the goals and spirit of the collaboration. The Advisory Committee will consider and act on new membership requests.
- 4) **Sponsors.** LGV may accept donations from Sponsors who wish to sign on to the Agreement at the discretion of the Executive Committee.

GOVERNANCE & PROCEDURES

The Executive Committee will strive to make decisions that are supported by all of its members however Executive Committee members are the only members with the power of a binding vote.

Members from each non-Executive membership group [types (2), (3) and (4)] have the power to vote to "endorse" or "recommend against" decisions voted on by the Executive Committee.

If the majority of any of the three non-Executive groups "recommend against" an Executive Committee decision then it is the responsibility of the Executive Committee to explain their position, or, if appropriate, refine or change their position.

FULL MEMBERSHIP MEETINGS

In person meetings of the full Membership (types 1, 2, 3, and 4 above) will take place at least once a year with more frequent communication as needed via email or other means.

ACTIVITIES

Executive Committee activities may include but not be limited to the following:

- Developing, implementing, and maintaining a strategic business plan.

May 2019

- Tracking and evaluating the performance of the geotourism initiative and projects undertaken by LGV.
- Developing and sustaining strategic private and public partnerships.
- Maintaining relationships with local elected officials and relevant governing bodies.
- Securing sustainable funding and partnerships for existing efforts and expansion.
- Undertaking projects which support LGV's Purpose as described in this Agreement.

Advisory Group activities and responsibilities may include but not be limited to the following:

- Managing contractors and/or overseeing staff to achieve goals and support activities including the Map Guide website maintenance and promotion.
- Assisting contractors and/or staff with vetting new nominations made to the Map Guide website.
- Serving as the primary point of contact for contractors and/or staff seeking to vet new nominations made to the Map Guide website or make content changes requiring input.
- Approving or denying new membership requests.
- Making time-sensitive decisions necessary to operations.
- Other responsibilities as agreed by the group.

METRICS

Metrics will be established to evaluate activities and progress towards the goals set forth in this Agreement.

AMENDMENTS

This Agreement can be amended only by a majority of the Advisory Group with notification to all members.

WITHDRAWAL

A member municipality may withdraw from the Agreement with 90 days notice through a letter to the Executive Committee stating such intent. Withdrawal will result in the discontinuation of all involvement for that municipality and that of any organization whose activity exists within the withdrawing municipality (e.g. postings from its businesses, civic organizations, attractions, and events would be removed from the Geotourism Map site). No return of funds contributed shall be provided in the event that a withdrawal occurs before the expiry of a membership period.

DISSOLUTION

The Executive Committee shall determine the disbursement of any remaining funds and the allocation of responsibility for outstanding obligations in the event of dissolution.

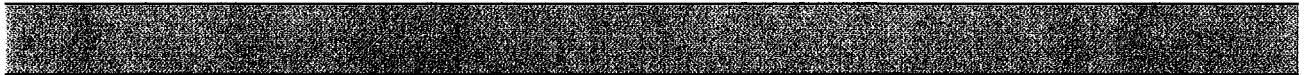
TERM AND TERMINATION

May 2019

This Memorandum of Understanding Agreement (Agreement) shall be deemed in effect from the date signed until 31 December 2021, unless terminated or extended subject to all parties' agreement in writing.

This Memorandum of Understanding of the Letchworth Gateway Villages Municipal Collaboration is signed by:

(Signature - Name - Organization - Date)



A COMMITMENT TO PROVIDE A PORTION OF THE ANNUAL FUNDS NEEDED TO PARTICIPATE IN THE GENESSEE VALLEY TRAIL TOWN INITIATIVE

The Letchworth Gateway Villages (LGV) initiative is a municipal consortium formed in 2017 by the Villages of Perry (Wyoming County), Mount Morris and Geneseo (Livingston County) to catalyze economic growth and new tourism-related opportunities for rural communities adjacent to Letchworth State Park, the Genesee Valley Greenway State Park, and other natural assets in the Genesee Valley Region. LGV is formalized under an MoU agreement established in 2019 and legally operates as a 501c3 through a fiscal sponsorship arrangement with Social and Environmental Entrepreneurs (SEE), a professional fiscal sponsorship organization that supports projects like LGV in the U.S. and around the world.

Since 2019 the coalition of partners has expanded to include additional municipalities in **Southern Monroe, Wyoming, Livingston and Allegany** counties along the Genesee River Valley engaged in the **Genesee Valley Trail Town initiative**, a program aimed at **revitalizing rural communities by growing outdoor tourism and small businesses**. As neighbors and gateways to Letchworth, these communities have a special opportunity to promote their proximity to the park and the Genesee Valley's agricultural and nature assets as the market for food tourism, outdoor recreation and off-the-beaten track experiences continues to grow.

As a participating municipality in the Genesee Valley Trail Town initiative, Village of Nunda hereby commits to providing a portion of the annual funds needed to sustain the strategic services and technical assistance provided to members as part of this program. These include data and insights, grant writing, network-building, business coaching, regional destination planning and marketing. Funds collected from member municipalities are also used as matching funds to leverage additional federal grants and other private funding to support members' collective economic and community development priorities.

The Village of Nunda commits to providing \$3,500.00 as its share of the annual membership fee for the fiscal year 2021-2022.

CERTIFICATION OF CLERK-TREASURER

I, LeRoy J. Wood, Village Administrator/Clerk-Treasurer, of the Village of Nunda, do hereby certify that the commitment set forth above, is a true and accurate Initiative adopted by the Nunda Village Board of Trustees at a meeting of the board on July 26, 2021.

I further certify that said commitment has not been rescinded, amended, or modified and is in full force and effect as of the date hereof.

In witness whereof, I have executed this certificate this 27th day of July 2021 and affixed the Village of Nunda seal.

LeRoy J. Wood

Village Administrator/Clerk-Treasurer
Village of Nunda
Nunda, New York

Letchworth Gateway Villages
2021 USDA Rural Innovation Stronger Economy (RISE) Grant Application
Genesee Valley Trail Town Rural Jobs Accelerator Project

Project Summary:

In conjunction with the consortium of partners that have been working to establish the Genesee Valley as a sustainable outdoor recreation and heritage tourism destination via the Genesee Valley Trail Towns Initiative, LGV is seeking **\$750,000** in funding from the USDA's Rural Innovation Stronger Economy (RISE) program to further strengthen and expand the Trail Town program and network of partners over the next four years.

About the USDA's Rural Innovation Stronger Economy (RISE) program

The purpose of the RISE program is to help rural communities identify and maximize local assets that promote new innovation-driven approaches to economic development within a specific industry cluster. RISE provides grants of up to \$2 million over four years to consortiums of local governments, investors, industry, institutions of higher education, and other public and private entities in rural areas.

The Opportunity

Our Genesee Valley Trail Town initiative is uniquely suited for this multi-year funding opportunity in that it is led by a consortium of partners working within a clearly defined region and industry cluster (outdoor recreation tourism) with a strong track record of developing innovative solutions to our region's rural development challenges. With multi-year funding our partner consortium will be able to hire dedicated professional staff over a four year period to strengthen regional partnerships and advance our goals to build a sustainable and inclusive, 21st century rural economy that honors our natural resources and rural way of life.

Our Approach

Given the workforce development and job creation goals of the RISE program our proposal will focus on aligning existing resources within the partner network to build capacity and new program offerings in the following areas:

- **Professional certificate and exchange programs** that support new business ventures and workforce talent to grow the region's outdoor recreation and heritage tourism economy.
- **Establishment of a rural fellows program** that will expand "boots on the ground" technical assistance for local businesses, municipalities and community organizations with the goal of strengthening capacity and developing a talent pipeline to grow and sustain the sector moving forward.
- **New venture creation** by leveraging existing entrepreneurship training and accelerator programs within the partner consortium, the initiative will support new venture creation that advances outdoor recreation tourism and sustainable livelihoods.
- **Case Studies, Data and Insights** data and assessment, dissemination of best practices, lessons learned and case studies to support replication and scale results across the region.

Budget and Matching Funds

The total estimated cost to deliver the project over four years is \$937,500 with \$750,000 from RISE and \$187,500 in matching non-federal funds from the consortium of partners. **LGV will need to raise \$140,000** of the \$187,500 in order to apply for the opportunity. We are asking communities participating in the Genesee Valley Trail Town Initiative to support this effort by committing a portion of the matching funds needed to sustain the strategic services and technical assistance provided to members as part of this program.

Deadline to Apply for Communities: Wednesday, July 28, 2021

Key benefits to consortium partners and communities in the Genesee Valley:

- A dedicated team of professional staff over a four year period to support the Genesee Valley Trail Town partner consortium goals.
- New, high-skilled jobs that support emerging market opportunities in heritage preservation, agro-tourism, downtown revitalization, and the digital economy.
- A new talent pipeline to drive regional economic growth and stem the outmigration of young people.
- Communities improved by enhanced destination planning and marketing
- Higher levels of visitation from high-value and strategic market segments, which in turn generate increased bed tax and sales revenue.

For more information please contact:

Nicole Manapol, Director
Letchworth Gateway Villages
46 N. Main Street
Perry, NY 14530

Phone: (585) 237-8079
email: director@letchworthgatewayvillages.org

For more information on the USDA RISE Program visit: <https://www.rd.usda.gov/programs-services/business-programs/rural-innovation-stronger-economy-rise-grants>

Fwd: Request for Matching Funds Support - USDA RISE Grant for GV Trail Town Program

NM Mayor Morgan <mayor@villageofnunda.org>

Tue, 13 Jul 2021 6:10:34 PM -0400

To "Nunda Trustee1 (Nunda)" <trustee1@villageofnunda.org>, "Nunda Trustee2 (Nunda)" <trustee2@villageofnunda.org>, "Nunda Trustee3 (Nunda)" <trustee3@villageofnunda.org>, "Nunda Trustee4 (Nunda)" <trustee4@villageofnunda.org>, "Nunda Clerk" <clerk@villageofnunda.org>, "Nunda DeputyClerk (Nunda)" <depclerk@villageofnunda.org>

Tags

Security TLS [Learn more](#)

Display now • External Images are not displayed

Please read this and look over the attachments.
Jack.

----- Forwarded Message -----

Subject: Request for Matching Funds Support - USDA RISE Grant for GV Trail Town Program
Date: Tue, 13 Jul 2021 09:13:42 -0400
From: Nicole Manapol <director@letchworthgatewayvillages.org>
Mayor Morgan <mayor@villageofnunda.org>, Supervisor
To: <supervisor@town.nunda.ny.us>, Nageldinger, Gary <GNageldinger@mtb.com>
Nunda Clerk <clerk@villageofnunda.org>, Joan Schumaker
CC: <jschumaker38@gmail.com>, Alex Pierce <abpierce4@gmail.com>, Nunda Town Clerk - Cheyenne DeMarco <Clerk@town.nunda.ny.us>

Dear Jack, Merilee and Gary,

I hope this email finds you well. I'm writing to request Nunda's support for a USDA multi-year funding opportunity that would support the Genesee Valley Trail Town initiative over the next four years. See project overview attached.

As we've discussed on previous occasions how Nunda comes up with the annual commitment of \$3,500 is up to you. This can be shared between the Town and Village, or supported via various community groups. The key thing is that communities commit to the partnership agreement (MoU) and provide their portion of the cost share which for Nunda is \$3,500. Just this year alone LGV has provided over \$24,000 in technical assistance and marketing support to Nunda as part of the Genesee Valley Trail Town initiative. In 2020, LGV member contributions leveraged nearly \$1.2 million in new federal investment in the Genesee Valley Region.

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF NUNDA

LIVINGSTON COUNTY, NEW YORK

DATE OF AUDIT: 07/23/2021

NUMBER 003

TOTAL CLAIMS: \$14,208.31

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
5384	CARDMEMBER SERVICE 6911/POSTAGE PROP. MAINT. LAW TO LANDLORDS	A1210.4	259.05	
5384	CARDMEMBER SERVICE 0677/ZOOM USERS FEE	A1325.4	14.99	
5386	EXCELLUS HEALTH PLAN - GROUP 28885852/HEALTHCARE FOR EMPLOYEES	A9060.8	2,091.27	
5387	FRONTIER 7/7/21/585-468-5983-010170-6	A1640.4	79.99	
5389	KIRCHER CONSTRUCTION 21-2058/TOPSOIL	A5110.4	78.00	
5396	THE EVENING TRIBUNE 300566797/ADVERTISEMENT-LOCAL LAW NO. 3 2021	A1010.4	34.24	
5396	THE EVENING TRIBUNE 300566793/ADVERTISEMENT-LOCAL LAW NO. 3 OF 2021	A1010.4	35.01	
5396	THE EVENING TRIBUNE 300566787/ADVERTISEMENT-AUD SUBMISSION	A1325.4	35.67	
5397	THE EVENING TRIBUNE 300566794/ADVERTISEMENTS-POLICE COMMISSIONERS MTG	A3120.4	35.40	
5398	THE EVENING TRIBUNE 300566798/ADVERTISEMENT-FAIR HOUSING	A1010.4	34.24	
5399	TOWN OF WEST SPARTA 7/21/21/CEO CELLPHONE SERVICES-SHARED SERVICES	A3620.4	3.91	
5399	TOWN OF WEST SPARTA 7/21/21/ZO CELLPHONE CHARGES SHARED SERVICES	A8010.4	3.91	
5400	VALLEY PROPANE AND FUELS 354468/USL DIESEL 223.0 GL	A5110.4	510.42	
5400	VALLEY PROPANE AND FUELS 352734/UNLEADED 87 142.0 GL	A5110.41	359.33	
5401	WILLIAMSON LAW BOOK COMPANY 187442/WLB ACCOUNTING SOFTWARE	A1325.4	503.50	
Total:			4,078.93	

ABSTRACT OF AUDITED VOUCHERS

WATER

VILLAGE OF NUNDA

LIVINGSTON COUNTY, NEW YORK

DATE OF AUDIT: 07/23/2021

NUMBER 003

TOTAL CLAIMS: \$14,208.31

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
5385	ENVIRONMENTAL TESTING & CONSU 7/19/21/LEAD BASED SAMPLES AT WATER PLANT	F8330.4	30.00	
5386	EXCELLUS HEALTH PLAN - GROUP 28885852/GROUP ID# 00092572-0001	F9060.8	1,069.07	
5387	FRONTIER 7/7/21/585-468-2273-090163-6	F8310.4	70.45	
5393	ROCHESTER GAS & ELECTRIC CORP 7/14/21/NEAR 9459 STONE QUARRY RD	F8340.4	724.61	
5401	WILLIAMSON LAW BOOK COMPANY 187442/ANNUAL CONTRACT	F8310.4	251.75	
Total:			2,145.88	

ABSTRACT OF AUDITED VOUCHERS

SEWER FUND

VILLAGE OF NUNDA

LIVINGSTON COUNTY, NEW YORK

DATE OF AUDIT: 07/23/2021

NUMBER 003

TOTAL CLAIMS: \$14,208.31

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
5382	ALS GROUP USA, CORP 36-58-551334-0/ANALYSIS	G8130.4	77.00	
5383	CALKINS TECHNICAL PRODUCTS 22598/ROTATING ASSY.	G8130.4	1,633.00	
5386	EXCELLUS HEALTH PLAN - GROUP 28885852/8/1/21 THROUGH 8/31/21	G9060.8	340.73	
5387	FRONTIER 7/7/21/585-468-3892-010170-6	G8110.4	115.26	
5392	PIKE HARDWARE 7160/BLADE KIT	G8130.4	25.00	
5393	ROCHESTER GAS & ELECTRIC CORP 7/14/21/NEAR 8 WALNUT ST SEWER	G8130.4	2,535.02	
5394	SHARE CORPORATION 7/16/21/GREEN CLEAN	G8130.4	209.67	
5401	WILLIAMSON LAW BOOK COMPANY 187442/8/1/21 THROUGH 7/31/22	G8110.4	251.75	

Total:

5,187.43

ABSTRACT OF AUDITED VOUCHERS

CAPITAL PROJECT - WWTP

VILLAGE OF NUNDA

LIVINGSTON COUNTY, NEW YORK

DATE OF AUDIT: 07/23/2021

NUMBER 003

TOTAL CLAIMS: \$14,208.31

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
5390	MRB GROUP 39916/GRANT APPLICATION FOR WWTP CIP	H1440.4	460.00	
5391	MRB GROUP 39917/ENGINEERING SERVICES FOR WWTP CIP	H1440.4	1,825.20	
Total:			2,285.20	

ABSTRACT OF AUDITED VOUCHERS

YOUTH RECREATION

VILLAGE OF NUNDA

LIVINGSTON COUNTY, NEW YORK

DATE OF AUDIT: 07/23/2021

NUMBER 003

TOTAL CLAIMS: \$14,208.31

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
5384	CARDMEMBER SERVICE 5174/YOUTH RECREATION SUPPLIES	J7140.4	152.63	
5388	GORDINIER~JOHN 7/22/21/YOUTH RECREATION SUPPLIES	J7140.4	120.53	
5388	GORDINIER~JOHN 7/4/21/YOUTH RECREATION SUPPLIES	J7140.4	67.71	
5395	STAR THEATER 7/22/21/MOVIE-FIELD TRIP YOUTH RECREATION	J7140.4	170.00	

Total: 510.87

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

VILLAGE OF NUNDA VEHICLE USE POLICY

Approved by Village Board of Trustees

Approved on: _____

1) PURPOSE

- A. This Policy outlines the use of vehicles for work used on behalf of the Village of Nunda.
- B. Operators of the Village of Nunda owned or leased motor vehicles shall always drive safely, legally and courteously, remembering that they are directly responsible for maintaining both Village of Nunda owned property and public trust.
- C. Employees are expected to operate vehicles safely. It is the policy of the Village of Nunda to provide a safe working environment that protects our employees and our citizens from injury and property loss. The Village of Nunda considers the use of vehicles part of the working environment. The Village of Nunda is committed to safe responsible employee driving behavior that reduces the risk of personal injury and property loss.
- D. This policy applies to all employees and volunteers* who operate vehicles for the municipality. These drivers will be referred to as "employee drivers" and will be reviewed by supervisors to ensure full implementation and compliance.

*Volunteers are those that volunteer on a regular basis, or through a school-sponsored program.

2) USE

- A. Vehicles owned or leased by the Village of Nunda are to be used for the functions of the Village of Nunda. Personal use or any other type of use must be authorized by the governing board.
- B. Department of Public Works and Waste Water Treatment Plant Superintendents are entrusted with the care and keeping of the vehicles under their auspices and may not assign that responsibility to an employee.
- C. Domicile to duty is authorized for employees who may be assigned fieldwork while performing off hour responsibilities for the Village of Nunda. Prior approval of driving a vehicle home is required by the respective superintendent.

Agency Owned Vehicles

Vehicles:

Employees must be authorized by their supervisor to operate an agency vehicle.

Vehicles over 26,000 gross vehicle weight require a commercial driver's license (CDL).

3) ASSIGNED OR PERMISSIVE DRIVERS

- A. Each employee assigned to operate a Village of Nunda vehicle is required to have a valid driver's license. Should an employee's driver's license expire, be revoked or suspended, the employee shall immediately notify his or her supervisor. At the time of the suspension, the employee's municipalities vehicle-use privileges will be suspended until the employee's driver's license has been fully restored and validated.

- B. Except in the case of an emergency, the employee and/or officers assigned or permitted to drive a municipality vehicle, **may not** allow others, to operate the vehicle. This permission will be granted by the employee's supervisor only.
- C. Each employee assigned or permitted to operate a municipality vehicle shall be responsible for the following:
 - 1. Proper and safe operation of the vehicle;
 - 2. Service and maintain the vehicle in accordance with the manufacturer's recommendations;
 - 3. Maintain vehicle registration, license plates and inspections; and
 - 4. Participate in vehicle safety and defensive driving training as required by the Village of Nunda.
- D. Only employees and officers of the Village of Nunda and *work related passengers* are authorized to travel in a municipality owned vehicle. Non-work related passengers are not authorized to travel in a municipality owned vehicle.

4) DRIVER EVALUATION

Employees will be evaluated and selected based upon their driving ability. To evaluate employees as drivers, management may:

- A. Review past driving performance and work experience through reference checks with previous employers.
- B. Review the employee's Driver's License Record (DLR).
- C. Ensure the employee has a valid driver's license.
- D. Ensure the employee is qualified to operate the type of vehicle he/she will drive.

5) SEATBELT USE

All drivers and passengers are required to utilize seatbelts as mandated by law.

6) MOBILE COMMUNICATION DEVICE, CELL PHONE AND COMPUTER USE

The driver of a Village of Nunda vehicle, or any other vehicle being used for Village business, is prohibited from using a mobile communication device, cell phone or computer of any type while the vehicle is in motion. Drivers must be safely parked before using phone or mobile computer equipment. A mobile communication device is defined as "a text messaging device or a wireless, two-way communication device designed to receive and transmit voice or text communication".

7) SMOKING AND/OR CHEWING PRODUCTS PROHIBITION IN VEHICLES

Any/all smoking and/or chewing products are expressly prohibited in all Village of Nunda vehicles and equipment.

8) IMPAIRED DRIVING

The driver must not operate a vehicle when his/her ability to do so is impaired or influenced by: alcohol, illegal drugs or other illegal substances, prescribed or over-the-counter medication, or illness, fatigue or injury.

The employee driver is obligated to report to his/her supervisor any reason that may affect his/her ability to drive safely.

9) PROOF OF INSURANCE

Employee drivers must make sure that the current insurance card is kept in the vehicle at all times.

10) ACCIDENT REPORTING

- A. In the event of an accident, the driver shall, when possible, first check on the safety and welfare of all persons involved and seek immediate medical attention should it be required for themselves or others. If possible, move the vehicle to a safe location out of the way of traffic.
- B. Drivers shall always have a police officer investigate any accident that involves a Village of Nunda vehicle. This will help ensure that the Village is protected from unwarranted claims. Do not discuss fault with, or sign anything from anyone except from a police officer.
- C. Drivers shall notify their supervisor as soon as possible of the accident and report the extent of the injuries and property damage involved.
- D. Drivers shall cooperate fully with police departments and current Village Insurance Claims Department in the handling of the claim.

11) TRAFFIC VIOLATIONS

All fines and other criminal penalties due to violations of the law by the driver are the personal responsibility of the driver of any Village of Nunda vehicle. These costs are not reimbursable by the Village of Nunda and must be paid promptly by the driver. If such violation occurs, the employee's immediate supervisor shall be contacted with a detailed written description of violation reported.

12) VEHICLE MAINTENANCE AND REPAIR

- A. If a Village of Nunda vehicle is in need of general repairs, the vehicle should be taken to a vendor the responsible superintendent(s) approves of for such repairs.
- B. Prior to scheduling any *major* repairs or major maintenance needs, the driver must advise their supervisor and in turn the governing board for approval and any further instructions.

ACKNOWLEDGMENT OF RECEIPT OF THE VILLAGE OF NUNDA
VEHICLE USE POLICY.

I, _____ acknowledge receipt of the _____ Vehicle Use Policy, approved on _____.

Please initial each statement below if it is true.

____ I understand that it is my responsibility to read and understand the contents of this Policy.

____ I understand that I am obligated to perform my duties of employment in conformance with the provisions of this Policy and any additional rules, regulations, policies or procedures imposed by the department in which I work whether or not I choose to read the Policy.

____ I understand that this Policy may be modified without prior notice to me.

____ I understand that should this Policy be modified that I will be provided with a copy of the modification.

DATED this _____ day of _____, 20____.

(Employee)

I, _____, provided a paper copy of the Village of Nunda Vehicle Use Policy to the employee listed above, as approved by the governing Board on this _____ day of _____, 20____.

Village Clerk-Treasurer

**VILLAGE OF NUNDA
INVESTMENT
AND
BORROWING POLICY**

Approved by Village Board of Trustees

Approved on: December 12, 2016

Reviewed July 9, 2018

**VILLAGE OF NUNDA
INVESTMENT AND BORROWING POLICY**

I. SCOPE

The Village Board of Trustees desires to provide the finest public services possible to the residents of the Village of Nunda, as is compatible with the least cost to its taxpayers. To achieve this goal all sources of revenue must be enhanced.

II. OBJECTIVES

The Village Board of Trustees desires excess Village monies, not needed for immediate payments of bills, be invested to earn a safe return as provided for within Local Finance Laws, General Municipal Laws, and Village Law.

The primary objectives for investing Village monies, shall be, in order of priority:

1. **Conformity** - with all applicable federal, state, and local investment policies.
2. **Safety** – safekeeping of all fiduciary funds held by the Village.
3. **Liquidity** – provide appropriate amounts of funds available for each payroll, debt service, and current operating expenditures.
4. **Yield** – research and obtain the highest return on investment, interest rate availability.

III. DELEGATION OF AUTHORITY

The Village Board of Trustees hereby specifically delegates authority to make daily decisions on investment opportunities for the Village of Nunda to the:

Village Clerk/Treasurer, as Chief Fiscal Officer, and/or the

Mayor

The above officer and administrator is hereby authorized to utilize advisory services of municipal consulting firms in planning, desired amounts, maturity, bidding, placement, and reporting on any investments made hereunder. Any change in a Village of Nunda investment shall be reported to the Village Board of Trustees at the next regular scheduled Board Meeting.

IV. PRUDENCE

All officers and employees participating in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village of Nunda to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment, care, under circumstances then prevailing, which knowledgeable and prudent persons acting in the like capacity would use not for speculation, but for investment, considering safety of the principal, as well as the probable income to be derived.

All officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the direction of the Village of Nunda to diversify its deposits and investments within the scope of the availability of credible banking institutions that will acknowledge the Village of Nunda's investments.

The Village Board of Trustees will review appropriate investment limits for each investment institution and shall evaluate at least annually.

VI. INTERNAL CONTROLS

It is inherent to this policy that all monies collected by any officer or employee of the Village transfer those funds collected to the Chief Fiscal Officer within two work days of receipt of such monies.

The Chief Fiscal Officer is responsible for establishing and maintaining internal control procedures to provide reasonable, however not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with the governing boards policies, properly recorded, and managed in compliance with all applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies that are authorized for the deposit of monies, are:

Five Star Bank
M & T Bank

VIII. SECURING DEPOSITS AND INVESTMENTS

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit, and special time deposits made by officers or employees of the Village of Nunda that are in excess of the amount under the provisions of the Federal Deposit Insurance Act, including pursuant to Deposit Placement Program in accordance with law, shall be secured by:

A pledge of “eligible securities” with an aggregate “market value” that is at least or equal to the aggregate amount of deposits by the Village of Nunda.

IX. COLLATERALIZATION AND SAFEKEEPING

Eligible securities used for collateralizing deposits made by the Village of Nunda shall be held by the municipalities current banking institution or trust company as named by the current municipalities banking institutions security and custodial agreements with such company.

The security agreement shall provide the eligible securities are being pledged to secure such deposits together with agreed upon interest and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities held may be sold, presented for payment, substituted, or released and the events of default which will enable the Village of Nunda to exercise its rights against the pledged securities.

In event the pledged securities are not registered or inscribed in the name of the Village of Nunda, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Village of Nunda or the current municipalities banking institution. Whenever eligible securities delivered to the current municipality banking institution are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of obligations, then the records of the current municipalities banking institution shall be required to show, at all times, the interest of the Village of Nunda in the securities as set forth in the security agreement.

The custodial agreement shall provide that pledged securities will be held by the current municipalities banking institution or trust company as agent of, and custodian for the Village of Nunda, and will be kept separate and apart from general assets of the current municipalities banking institution or trust company and will not commingle with or become part of any other

depositor or bank liability. The agreement shall also describe how the Village of Nunda's current banking institution shall confirm receipt, substitution or release of the collateral and it shall provide for the frequency of revaluation of collateral by the municipalities current banking institution or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the Village of Nunda with a perfected security interest in the eligible securities and to otherwise secure the Village of Nunda's interest in the collateral, and may contain other provisions that the municipality deems necessary.

X. PERMITTED INVESTMENTS

As provided in General Municipal Law Section 11, the Village of Nunda authorizes the Chief Fiscal Officer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Savings Accounts specific to each Fund (General, Water, Sewer, Youth Recreation)
- Savings Accounts specific to each Reserve Account (Equipment, Snow Removal Equipment)
- Certificates of Deposit, as issued by current municipalities banking institution or trust company providing a better rate of interest
- Other investment instruments as may be approved by the Office of the New York State Comptroller from time to time, in the Comptroller's opinion
- Obligations of the United States of America
- Obligations of the State of New York
- Obligations of the Village of Nunda, however, only with monies in a reserve fund established pursuant to General Municipal Law Section 6

All investment obligations shall be payable or redeemable at the option of the Village of Nunda within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds and notes, shall be payable or redeemable in any event at the option of the Village of Nunda within two years of the date of purchase.

Except as may otherwise be provided in a contract with bond holders or noteholders, any monies of the Village of Nunda authorized to be invested may be comingled for investment purposes, provided that investment of comingled monies shall be payable or redeemable at the option of the Village of Nunda within such time as the proceeds shall be needed to meet expenditures for which such monies were obtained, or as otherwise specifically provided in General Municipal Law Section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund(s) or account(s) from which the monies were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

All financial institutions and dealers with which the Village of Nunda transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size, and other factors that make the financial institution or the dealer capable and qualified to transact business with the Village of Nunda. The Chief Fiscal Officer shall evaluate the financial position and maintain a listing of proposed depositories, trading partners, and custodians.

The Village of Nunda shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate amounts of investments that can be made with each financial institution or dealer.

XII. PURCHASE OF INVESTMENTS

The Chief Fiscal Officer is authorized to contract for the purchase of investments, only by the municipalities governing board approval prior to such action being taken.

All purchased obligations, unless registered or inscribed in the name of the Village of Nunda, shall be purchased through, delivered to and held in the custody of the current municipalities banking institution or trust company. Such obligations shall be purchased, sold, or presented for redemption or payment by such banking institution or trust company only in accordance with prior written approval from the governing board of this municipality to make any such investment. All such transactions shall be confirmed in writing to the Village of Nunda by the current municipalities banking institution or trust company.

Any obligation held in custody of the municipalities current banking institution or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law

Section 10. The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for the Village of Nunda, will be kept separate and apart from general assets of the custodial bank or trust company and will not be comingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the local municipalities perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the Village of Nunda with a perfected interest in the securities.

The Chief Fiscal Officer, where authorized, can direct the current banking institution or trust company to register and hold the evidences of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for the deposit of any such evidences of investments with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such investments, and they shall be, when held in possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law Section 10, and as described earlier in this section. When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. BORROWING ACTIONS

Operating borrowings are authorized to cover cash-flow shortfalls and include Revenue Anticipation Notes, Tax Anticipation Notes, or Budget Notes. These types of borrowings are authorized per Local Finance Law and must be approved by the Village of Nunda Board of Trustees through the adoption of a formal Borrowing Resolution, drafted by competent legal counsel.

Capital borrowings are authorized to cover acquisitions of equipment or improvements and include Bond Anticipation Notes, Statutory Installment Bonds, and Serial Bonds. These borrowings are authorized for items for which a "Period of Probable Usefulness" has been established by the New York State Legislature through Section 11.00 of the Local Finance Law. These borrowings may only be authorized after positive majority vote of the Village Board at a properly advertised meeting. The Village Board must authorize the indebtedness by adopting a formal Board Resolution setting the maximum expenditure and method of financing prior to any borrowing. The Board Resolution shall be drafted by competent legal counsel. If more than five years will be used for repayment of the debt, the Board Resolution must be published in the

official newspaper subject to a “Permissive Referendum”. At the expiration of the 30-day Permissive Referendum period, a Notice of Estoppel must be published subject to an additional 20-day waiting period prior to borrowing or awarding contracts. The Village Board hereby delegates its authority to set the terms and conditions of any borrowing to the Chief Fiscal Officer of the Village of Nunda.

XIV. BORROWING PROCEDURES

Subsequent to proper adoption of the borrowing resolution, the Chief Fiscal Officer shall report to the Village Board of Trustees on: the timing, bidding, terms and conditions of, placement, and reporting on, any borrowings. Operating borrowing recommendations shall be supported by a monthly cash flow estimate covering the inclusive time thereof and establishing the amount of such borrowing. The Chief Fiscal Officer is authorized to solicit and use the services of a Financial Advisor and local municipality attorney or recognized Bond Counsel in planning and completing any borrowing to optimize the number of potential bids and obtain lower market interest rates.

All borrowing shall be subsequently documented in written reports outlining the details of each and the interest rate bids received thereon. The written report shall first be presented to the Chief Fiscal Officer, henceforth, shall report to the Village Board of Trustees at the next regularly scheduled Board Meeting.

The use of a recognized Bond Counsel is hereby approved to draft the resolutions, borrowing instruments and render his/her approving legal opinion thereon.

XV. ANNUAL REVIEW AND AMENDMENTS

The Village of Nunda shall review this investment policy annually, and it shall have the power to amend this policy at any time.