

**VILLAGE OF NUNDA
AGENDA
REGULAR BOARD MEETING
DECEMBER 12, 2022 at 7:00 P.M.**

1. Call to order

2. Roll Call

3. Pledge of Allegiance

4. Visitor Forum

Nunda Fire Department Presentation
Trail Improvement Project

5. Approval of Minutes

A. November 14, 2022

6. Reports

A. Police

1. Draft Commissioner Meeting Minutes December 3, 2022

B. Code Enforcement/Zoning

C. Waste Water Treatment Plant

1. Right-of-way diversion discussion

2. Sludge payment

3. Speed limit posting on right-of-way

D. Water/DPW

E. Justice

1. Appointment Associate Village Justice

Resolution No. 2022-___

BE IT RESOLVED, that the Nunda Village Board of Trustees duly approve the mayoral appointment of _____ as Associate Justice for the Village of Nunda.

F. Administrator/Clerk-Treasurer

1. Monthly Bank Statement Account-November 2022

2. Collateralization Report-November 2022

3. Monthly Treasurer's Report

4. Payroll - #23, 24-Certification Review

5. Monthly Clerk's Report

G. ZBA/Planning Board

H. Youth Recreation

7. Approval of Invoices

A. Abstract No. 008

GENERAL	(A)	- \$
WATER	(F)	- \$
SEWER	(G)	- \$
WWTP CIP	(H)	- \$
YOUTH	(J)	- \$
TOTAL		- \$

8. New Business

A. CDBG Drawdown No. 3: \$12,200.00

Resolution No. 2022-__

BE IT RESOLVED that the Nunda Village Board of Trustees approve the bills for payment on CDBG No. 831HR142-20 Drawdown No. 3 in the amount of \$12,200.00 once funding has been received for the following vendor list:

J. Mann Construction - \$12,200.00

B. Mine Survey-approval

9. Old Business

A. CDBG Update

B. WWTP Update

10. Other Business

A. Property Maintenance Local Law review

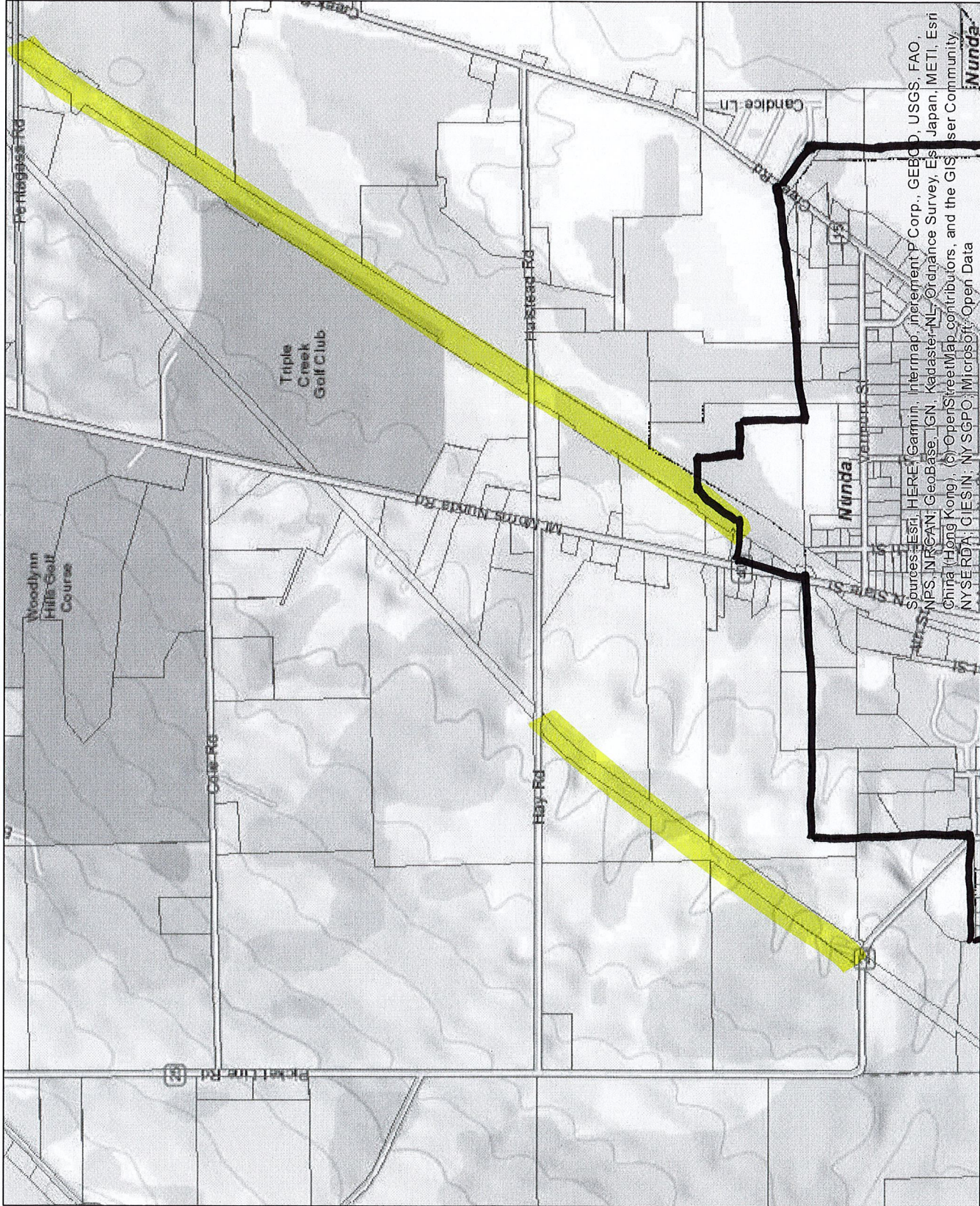
11. Policy Review

A. Employee Policy Discussion/Proposed Changes

12. Communications / Informational / Discussion Items

13. Adjournment

Livingston County MAP



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 For planning purposes only.
 Not survey grade.

COOPERATIVE AGREEMENT 0023M
TRAIL IMPROVEMENT PROJECT
GENESEE VALLEY GREENWAY, VILLAGE OF NUNDA

This agreement is dated _____, and is between the New York State Office of Parks, Recreation and Historic Preservation (“**OPRHP**”), and the Village of Nunda (“**Village**” or “**Licensee**”), a municipal corporation formed under the laws of New York.

RECITALS:

Genesee Valley Greenway State Park (“**the Greenway**”) is owned by the People of the State of New York and under the jurisdiction of OPRHP. The Greenway is a 90+ mile recreational trail corridor following former canal and railroad routes, and passing through numerous towns, villages and other localities from Rochester to Cattaraugus County.

Section 3.09(6) of the New York State Parks, Recreation and Historic Preservation Law authorizes OPRHP to encourage, promote, and engage in cooperative recreational, education, historic, and cultural activities, projects, and programs undertaken by any federal, state, or local government agency or private philanthropic interest or non-profit interest for the benefit of the public.

In 2022, Parks and Trails New York awarded the first round of Genesee Valley Trail Town Grants to support enhanced recreational resources and connections to neighboring communities. The Village applied for and was awarded a Genesee Valley Trail Town Grant for the installation of trailhead amenities (the “**Project**”) on Greenway property within the Village (the “**Site**”). The Village has additionally received funding through the Letchworth Gateway Villages initiative of Social and Environmental Entrepreneurs, Inc., which is funded in part by a USDA Rural Development Grant administered and awarded by the Northern Border Regional Commission.

The parties wish to cooperatively undertake the Project and to define each of their rights and responsibilities with respect thereto.

Now, therefore, the parties agree as follows:

Section 1. Contract Documents

- (a) This agreement is comprised of the following documents:
 - (i) Cooperative Agreement 0023M
 - (ii) Attachment A – Site
 - (iii) Attachment B – Scope of Work
 - (iv) Appendix A – Standard Clauses for New York State Contracts

- (b) In the event of any inconsistency in or conflict among the document elements of this agreement, such inconsistency or conflict will be resolved by giving precedence to Appendix A.

Section 2. Term

The term of this agreement commences on the date first written above and continues for a term of 15 years. The parties may extend this agreement for an additional term of five years by mutual agreement in writing.

Section 3. Planning, Design and Construction Responsibilities

(a) *Village Responsibilities*

- (i) The Village shall develop an installation plan and sketch map for the Project. The Village shall consult with OPRHP in the development of such documents and plans, which are subject to the approval of OPRHP.
- (ii) Except as expressly provided for in subsection (b) below, the Village shall be responsible for the construction and/or installation of the Project. The Village shall not commence any activity at the Site until its installation plan has been approved in writing by State Parks.

(b) *OPRHP Responsibilities*

- (i) OPRHP shall timely review and comment on all draft plans and other documents provided to it under this agreement.
- (ii) OPRHP shall, upon request by the Village if the Village's employees or contractors are not available, undertake any heavy equipment work necessary for the construction and/or installation of the Project that would otherwise be performed directly by the Village or its contractors. Such assistance will, however, only be rendered if OPRHP has the appropriate equipment and qualified staff available and the Village acknowledges that OPRHP has limited staff dedicated to the Greenway and must prioritize its own capital projects and maintenance.

Section 4. Post-Construction Responsibilities

The Village is responsible for all ongoing routine and capital maintenance of the Project during the term of this agreement. The parties intend that the Village will maintain the Project for the full duration of its useful life.

Section 5. General Conditions

- (a) No review or approval of any plans or specifications for the Project is made by virtue of the granting of this agreement. The Village must receive the approval of OPRHP prior to undertaking any work on the Site.
- (b) Any work undertaken by the Village must be in accordance with the provisions of Attachment C and comport with the master plan for the Park, if one has been adopted.
- (c) Improvements to the Site undertaken by the Village will become the property of OPRHP upon completion unless the consent of OPRHP expressly provides otherwise. The Village shall not remove or modify any improvements to the Site during the term of this agreement or at its expiration or termination without the prior written consent of OPRHP.

- (d) All of the Village's consulting, construction, or other contracts for the Project must be in accordance with the terms of this agreement and must not impair the rights of the State of New York or of OPRHP under this agreement or create or be deemed to create a contractual relationship between OPRHP and any contractor of the Village.
- (e) The Village shall not create or cause to be created any lien, encumbrance, or charge upon the Site, the Greenway, or any part thereof.

Section 6. Access for Site Investigations and Site Visits

- (a) The Village and its consultants for the Project may access the Site during the Greenway's regular operating hours subject to the same park rules and regulations as members of the general public without further permit from OPRHP.
- (b) If the Village or its consultants requires access to the Site or to any other portion of the Greenway beyond that allowed by the general public, such as for invasive site investigation work, the Village or the consultant undertaking the activity must receive the appropriate permit for its activities from OPRHP's Genesee Regional Office. All such permits require insurance and indemnification in favor of OPRHP.

Section 7. Environmental Review

The Project is in accordance with the 2013 Management Plan for the Greenway, which was reviewed by OPRHP under the State Environmental Quality Review Act and for which OPRHP issued a negative declaration.

Section 8. Public Outreach

All public announcements regarding the Project, including but not limited to press releases, press statements/comments, informational brochures, advertisements, and website and social media content, will be shared, reviewed, and approved by both parties prior to distribution or public release.

Section 9. Costs

- (a) Each party shall bear the costs of their respective responsibilities under this agreement. Each party shall maintain complete and accurate records of its expenditures on the Project and make such records available to the other party promptly upon request.
- (b) The Village shall not use the value of any services provided by OPRHP pursuant to Section 3 as part of its required match for the Genesee Valley Trail Town Grant program.

Section 10. Insurance

- (a) On or before the Commencement Date, the Village shall procure liability insurance coverage that complies with the policy requirements, coverage types, and liability limit minimums set forth in Attachment D (the "**Required Insurance**"). The Village shall name "the State of New York; its Office of Parks, Recreation and Historic Preservation; and their officers, employees, and agents" as additional insureds.

- (i) State Parks reserves the right to modify the Required Insurance if the scope of the Village's operations under this agreement significantly changes or in connection with a Capital Project presenting additional risks.
 - (ii) Subject to OPRHP's review and approval, the Village may provide the Required Insurance through a program of self-insurance and risk management.
- (b) On or before the Commencement Date, the Village shall provide State Parks with evidence it holds the Required Insurance in the form of a certificate of insurance or other written confirmation of insurance coverage, including declarations of insurance and endorsements. Such evidence must, at minimum:
- (i) reference the agreement number;
 - (i) be issued to "New York State Office of Parks, Recreation and Historic Preservation, 625 Broadway, Albany, New York, 12238";
 - (ii) be completely filled out with the date of issuance, name(s) of the insured, carrier, carrier's National Association of Insurance Commissioners number, policy number(s), coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy;
 - (iii) be signed by an authorized representative of the referenced insurance carriers; and
 - (iv) be either an original copy or an electronic version of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means.
- (c) During the term of this agreement, the Village shall maintain in force the Required Insurance. At least 30 days before the expiration of any policy of Required Insurance, the Village shall provide State Parks with evidence of the renewal or replacement of such policy; such evidence must meet the requirements of subsection (b) of this section.
- (d) If at any time during the term of this agreement the Village does not hold the Required Insurance, State Parks may prohibit the Village from using and occupying the Premises until the Village holds the Required Insurance and provides acceptable evidence of insurance.
- (e) The Village shall notify State Parks of any potential claims under the policies of Required Insurance as soon as practicable, but in no event more than three days from the Village's receipt of notice of the accident or claim.
- (f) The Village shall require any of its contractors retained in relation to this agreement to hold the commercial general liability insurance covering claims arising out of such contractor's ongoing and completed operations at the Site with a minimum liability limit of \$1,000,000 per occurrence / \$2,000,000 aggregate and comprehensive business automobile liability insurance covering liability arising out of any automobile used by such contractor at the Site, if any, with a minimum liability limit of \$1,000,000. Prior to any such contractor beginning work at the Site, the Village shall obtain evidence that such contractor holds the insurance required by this subsection and make such evidence available to State Parks upon request.

Section 11. Indemnification

- (a) The Village assumes all risks in its performance under this agreement and agrees to defend, indemnify, and hold harmless the State of New York, OPRHP, and their officers, employees, agents, and assigns (“the **Indemnitees**”) from and against all claims, suits, losses, damage, or injury to persons or property of whatsoever kind and nature, whether direct or indirect, that are caused or contributed to by the Village or the Village’s contractors, vendors, employees, agents, and invitees and that arise out of the Village’s performance of this agreement; provided, however, that the Village’s indemnity will not extend to any claims, suits, losses, damage, or injury to persons or property directly caused by and but for the negligence of any Indemnitee.
- (b) In addition to requiring insurance coverage in accordance with Section 10 and Attachment C, the Village shall require all its consultants and contractors for the Project to indemnify the Indemnitees as set forth in subsection (a) of this section.

Section 12. Termination

- (a) If the Village is in breach of this agreement in any of the following ways and such failure continues for more than, or is not commenced to be cured within, 30 days for the Village’s receipt of a notice of default issued by OPRHP, OPRHP may terminate this agreement for cause by notice to the Village.
 - (i) The Village fails to hold the Required Insurance in accordance with Section 10
 - (ii) The Village attempts to assign, sublicense, or otherwise transfer away its rights and obligations under this agreement in contravention of Paragraph 2 of Appendix A or otherwise without the prior written approval of OPRHP.
 - (iii) The Village fails to undertake the Project within one year of the commencement of this agreement.
- (b) No waiver by OPRHP of any default on the part of the Village in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by the Village is or will be construed to be a waiver by OPRHP of any other or subsequent default in performance of any of the said terms, covenants, and conditions.
- (c) The rights of termination described in this section are in addition to any other rights of termination provided in this agreement and any rights and remedies that OPRHP would have at law consequent upon any breach of this agreement by the Village. The exercise by OPRHP of any right of termination will be without prejudice to any other such rights and remedies.

Section 13. Designated Contacts; Consents by OPRHP

- (a) The parties hereby designate the following individuals as their designated contacts for day-to-day operations under this agreement.

For OPRHP:
Kristine Uribe
Email: Kristine.Uribe@parks.ny.gov
Telephone: (585) 493-3614

For the Village
Jack Morgan
Email: mayor@villageofnunda.org
Telephone: (585) 468-2675

- (b) The parties may designate replacement or updated contacts under subsection (a) of this section by giving 15 days written notice to the other party.
- (c) Any consent by OPRHP permitted or required under this agreement shall be given by OPRHP's Genesee Regional Office unless the provision permitting or requiring such consent expressly provides otherwise. OPRHP shall not unreasonably withhold or delay any consent or approval requested by the Village.

Section 14. Notices

- (a) All notices permitted or required under this agreement shall be in writing and shall be transmitted:
 - (i) via certified or registered United States mail, return receipt requested;
 - (ii) by personal delivery;
 - (iii) by expedited delivery service; or
 - (iv) by e-mail.
- (b) Such notices must be addressed as follows or to such different address as the parties may from time-to-time designate:

If to OPRHP:
 OPRHP – Genesee Region
 1 Letchworth State Park
 Castile, NY 14427
 Attn: Regional Director
 Email: Arthur.Briley@parks.ny.gov

If to the Village:
 Village of Nunda
 4 Massachusetts Street
 Nunda, NY 14517
 Attn: Jack Morgan
 Email: mayor@villageofnunda.org

and

OPRHP – Counsel's Office
 625 Broadway
 Albany, NY 12238
 Email: counsel@parks.ny.gov

- (c) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address, or in the case of email, upon receipt.

Section 15. No Third Party Beneficiaries

There are no third party beneficiaries to this agreement.

Section 16. Claims

- (a) Any and all claims against OPRHP arising out of this agreement are limited to money damages and will be commenced exclusively in, and subject to the jurisdiction of, the New York State Court of Claims.

(b) Any and all claims against the Village for damages brought by OPRHP and/or any actions to enforce the terms and conditions of this agreement shall be enforceable in any appropriate court in Albany County, New York, which shall be the exclusive venue.

Section 17. Agency

Nothing contained in this agreement constitutes or will be construed to create or constitute a legal or *de facto* partnership or joint venture or an agency relationship between the parties.

Section 18. Integration Clause

This agreement shall not be materially amended or otherwise modified except in writing signed by both parties. Except to the extent that documents are incorporated herein by reference, this agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed herein shall be effective to interpret, change, or restrict the express provisions of this agreement. This agreement shall be interpreted without construing any provision in favor of or against either party by reason of the drafting of the provision.

Signature Page Follows

In witness whereof, the parties are signing this agreement on the date stated in the introductory clause.

Village of Nunda

By: _____

Name:

Title:

Federal EIN:

State of New York, Office of Parks, Recreation and Historic Preservation

Recommendation of Regional Director: _____

Arthur Briley, Genesee Region

By: _____

Andy Fyfe, Assistant Deputy Commissioner

Attachments Follow

Attachment A

SITE

There are eight sites within this project.

Site #1 is located at the junction of Pentagass Rd and the branch trail of the Greenway.
(42.603384, -77.925375)

Site #2 is located on the branch trail halfway between Pentagass Rd and Halstead Rd.
(42.598156, -77.930112)

Site #3 is located at the junction of Halstead Rd and the branch trail of the Greenway.
(42.592216, -77.935223)

Site #4 is located on the branch trail halfway between Halstead Rd. and Rt 408.
(42.589922, -77.937253)

Site #5 is located at the junction of Rt 408 and the branch trail of the Greenway.
(42.585515, -77.940872)

Site #6 is located at the junction of Rt 408 and the main trail of the Greenway.
(42.596915, -77.937795)

Site #7 is located at the junction of Hay Rd and the main trail of the Greenway.
(42.592060, -77.944924)

Site #8 is located at the junction of Pickett Line Rd and the main trail of the Greenway.
(42.584978, -77.951990)

Attachment B

SCOPE OF WORK

Site #1 (Pentagass Rd & branch trail): Install one wayfinding signpost with three finger-pointing sign pointing south. "Nunda – 1.5 mi", "Food", "Historic Site"

Site #2: (Pentagass Rd & Halstead Rd) Install one bench on the branch trail between Pentagass Rd & Halstead Rd.

Site #3 (Halstead Rd & branch trail): Install one wayfinding signpost with three finger-pointing signs pointing south, "Shops", "Food", "ATM" and one sign pointing west. "Food"

Site #4 (Halstead Rd & Rt 408) Install one bench on the branch trail between Halstead Rd and Rt 408.

Site #5 (Rt 408 & branch trail): Install a kiosk with attached bench, standalone bench, bicycle rack, interpretive sign highlighting canal and railroad history related to the Town & Village of Nunda, one wayfinding signpost with three finger-pointing signs pointing south, "Food", "ATM", "Shops/Murals", and one sign pointing west. "Historic Site"

Site #6 (Rt 408 & main trail): Install one wayfinding signpost with one finger-pointing sign pointing north "Food", and three signs pointing south. "Food", "ATM", "Historic Site"

Site #7 (Hay Rd & main trail): Install one wayfinding signpost with two finger-pointing signs pointing east. "Food", "Shops"

Site #8 (Pickett Line Rd & main trail): Install one signpost with three finger-pointing signs pointing east towards the village. "Nunda - .35 mi", "Food", "Historic Site"

Attachment C

REQUIREMENTS FOR CAPITAL CONSTRUCTION PROJECTS

- (a) All capital improvement investment projects to be undertaken by Licensee shall be approved in advance by State Parks in accordance with the License. Upon approval of a capital improvement project by State Parks, the Licensee shall fully implement the approved project and all its individual elements at the direction of State Parks pursuant to the requirements contained herein. The Licensee shall be solely responsible for the full cost of implementing all approved projects, including all costs and expenses of construction that exceed the Licensee's minimum capital investment required by the License.
- (b) Designs for all projects proposed by Licensee shall be in compliance with the NYS Uniform Fire Prevention and Building Code (Building Code). Designs shall be developed and signed by a professional engineer or architect licensed to practice in New York State. All designs for capital improvements shall be subject to the written review and approval of State Parks with respect to aesthetics and compliance with the Building Code, the State Historic Preservation Act, and the State Environmental Quality Review Act, prior to any bidding or award of contracts for such construction, or commencement of construction.
- (c) Copies of all contracts, subcontracts, change orders, progress payment documents and related material shall be provided to State Parks within five business days upon request by State Parks.
- (d) Throughout the construction phase of the project, the Licensee shall conduct regular "job meetings" to assess progress on the project, and produce written records of such meetings, with a copy to State Parks. At the discretion of State Parks, a representative may attend the job meetings at no cost to the Licensee.
- (e) A schedule of construction activity shall be recommended by Licensee and approved by State Parks. Licensee shall not unreasonably interfere with normal park operations. Licensee shall avoid construction on those days when large park attendance can be reasonably anticipated, including major holidays such as Memorial Day, Independence Day (4th of July) and Labor Day.
- (f) All construction and material costs and expenses in excess of original estimates for the approved project shall be the sole responsibility of the Licensee, and State Parks shall have no liability whatsoever for any additional expenses either to the Licensee or the Licensee's contractors, subcontractors, and/or suppliers. The Licensee assumes any and all additional and extra costs, including but not limited to costs and expenses associated with the upgrade of utilities, security and fire control systems, code compliance, delay for whatever cause, weather, and unknown or unforeseen conditions associated with the Licensed Premises. State Parks shall have no obligation in law or in fact to expend funds or undertake any capital improvements as a result or consequence of any project undertaken, or condition encountered by the Licensee.
- (g) Additional Insurance Required for Capital Improvements. In addition to the insurance required by the License, the Licensee shall require its contractors to carry Contractor's Liability Insurance which names State Parks and the Licensee as additional insured. Licensee shall provide to State Parks a copy of all insurance certificates evidencing coverage in compliance with this section. Such insurance shall include the following coverage:

1. Liability (including contractual liability) and Protective Liability to protect the Licensee and State Parks from any suits, actions, damages and costs of every name and description, with respect to all work performed by the Licensee's contractors and subcontractors; and
2. Owner's Protective Liability to protect State Parks with respect to all operations undertaken by the Licensee's contractors and subcontractors, including omissions and supervisory acts; and
3. Completed Operations/Products Liability covering liability and damages arising between the date of final cessation of construction work and the date of final acceptance of the construction by State Parks; and
4. Builder's Risk Insurance:
 - i. Unless otherwise provided for in the License the Licensee's contractor shall maintain builder's risk insurance for the completed value of the Licensed Premises on the All Risk Form.

(h) Labor and Materials Bond.

1. Prior to the commencement of any construction work hereunder, Licensee shall furnish State Parks with evidence that it has procured a labor and materials payment bond from a corporate surety authorized to transact business in the State of New York, in a form satisfactory to State Parks, naming Licensee as principal, in an amount not less than one hundred (100%) percent of the total cost of the construction work to be undertaken by Licensee as approved by State Parks. Such bond shall guarantee payment for all materials, provisions, supplies, and equipment used in, upon, for, or about the performance of said construction work, and/or labor performed thereon of any kind whatsoever, and which unconditionally protects State Parks from any claims, liability, losses, or damages arising therefrom.
2. As evidenced by certification by the engineer or architect of record for the project, State Parks shall authorize the reduction of the face value of the labor and materials bond on a monthly or other periodic basis to an amount equal to the remaining contract costs, including approved change orders.

(i) It is expressly understood that failure of the Licensee to comply with the requirements for capital improvement projects, including maintaining the required insurance and bonds in full force throughout the performance of the approved project, shall be deemed a material breach of the License and may, at the election of State Parks, result in termination of the License without further notice. The Licensee shall notify State Parks immediately of any change in insurance or bonding status including, but not limited to, any change in carrier or surety.

If there are any discrepancies between this Attachment and the License, the language of the License shall prevail.

Attachment D

INSURANCE REQUIREMENTS

The following types of liability insurance coverage with liability limits of at least the levels set forth below are required.

- (a) **Commercial General Liability Insurance** covering claims arising out of ongoing and completed operations under this agreement as well as damage to or loss at the Premises caused by fire and water damage. Such policy must have a liability limit of at least \$1,000,000 each occurrence and at least \$2,000,000 general aggregate.
- (b) **Comprehensive Business Automobile Liability Insurance** covering liability arising out of any automobile used in connection with performance of this agreement including owned, leased, hired, and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Law of the State of New York to bear license plates. Such policy must have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 each accident.

This coverage is not required if no automobiles or motor vehicles are used in connection with the performance of this agreement.

The required insurance coverage limits may be met through a combination of primary and excess/umbrella liability policies, however, any excess/umbrella policies must be written on a "following form" basis.

All policies of Required Insurance must:

- (i) be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and that have an A.M. Best Company rating of "A-", Class "VII" or better;
- (ii) provide that the required additional insured coverage shall be primary and non-contributory to other insurance available to State Parks and the State of New York;
- (iii) be written such that State Parks and the State of New York are afforded at least 30 days' prior notice of cancellation or modification of coverage; and
- (iv) include a waiver of subrogation in favor of State Parks and the State of New York.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8

of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they

were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is

for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications,

the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

DRAFT BOARD MEETING MINUTES

November 14, 2022

The Regular Meeting of the Nunda Village Board of Trustees was held on November 14, 2022, at the Nunda Government Center Building with the following present:

Mayor: Jack Morgan

Deputy Mayor: Darren Snyder

Trustees: Mel Allen

William Davis

Dr. Donald Wilcox

Water and Street Superintendent: Troy Bennett arrived at 7:31 PM

Chief Sewer Operator: Markus Hugi arrived at 7:14 PM

Administrator/Clerk-Treasurer: LeRoy Wood

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

Roll Call Trustee Davis arrived at 7:39 PM
Trustee Allen absent

Pledge of Allegiance led by Mayor Morgan

Mayor Morgan opened the Public Hearing on the 2023 Youth Recreation Budget at 7:03 PM

Approval of Minutes

A. October 4, 2022

MOTION was made by Deputy Mayor Snyder to accept the minutes as presented, discussed, and reviewed, seconded by Trustee Wilcox. Carried 3-0.

Reports

A. Police

1. Connor Mann appointment

MOTION was made by Trustee Wilcox to rehire Connor Mann as a part-time Joint Town/Village Police Department Police Officer, seconded by Deputy Mayor Snyder. Carried 3-0.

2. Draft Police Commissioner Board Meeting Minutes November 7, 2022

B. Code Enforcement/Zoning-emailed to all board members for review

C. Waste Water Treatment Plant

1. Fall Land Spreading

MOTION was made by Deputy Mayor Snyder to authorize the purchase of a backflow prevention device to be used at the Sewer Plant, with a not-to-exceed value of \$1,100.00, seconded by Trustee Wilcox. Carried 3-0.

D. Water/DPW

E. Justice

DRAFT BOARD MEETING MINUTES

F. Administrator/Clerk-Treasurer

- 1. Monthly Bank Statement Account-October 2022
- 2. Collateralization Report-October 2022
- 3. Monthly Treasurer’s Report
- 4. Payroll - #20, 21 & 22 - Certification Review
- 5. Monthly Clerk’s Report

G. ZBA/Planning Board

H. Youth Recreation

Approval of Invoices

A. Application #10 – STC Construction – GC WWTP CIP

Resolution No. 2022-055

BE IT RESOLVED that the Nunda Village Board of Trustees approves payment #10 to STC Construction – General Contractor in the amount of \$43,985.00 for work performed at the Waste Water Treatment Plant’s Capital Project, once funding becomes available.

The **motion** to adopt was made by Trustee Wilcox, seconded by Deputy Mayor Snyder. Carried 3-0.

B. Application #7 – M.W. Controls – Electrical Contractor WWTP CIP

Resolution No. 2022-056

BE IT RESOLVED that the Nunda Village Board of Trustees approves payment #7 to M.W. Controls – Electrical Contractor in the amount of \$30,084.16 for work performed at the Waste Water Treatment Plant’s Capital Project, once funding becomes available.

The **motion** to adopt was made by Deputy Mayor Snyder, seconded by Trustee Wilcox. Carried 3-0.

C. Abstract No. 007

The Nunda Village Board of Trustees has reviewed and approve invoices for payment on Abstract no. 007 as follows:

GENERAL	(A)	- \$	35,696.61
WATER	(F)	- \$	4,818.14
SEWER	(G)	- \$	15,130.69
WWTP CIP	(H)	- \$	80,281.96
YOUTH	(J)	- \$	113.65
TOTAL		- \$	136,061.05

The **motion** to approve was made by Deputy Mayor Snyder, seconded by Trustee Wilcox. Carried 3-0.

New Business

A. Intermunicipal Agreement Extension with Livingston County

Resolution no. 2022-057

BE IT RESOLVED that the Nunda Village Board of Trustees approves entering into an Intermunicipal Government Agreement Extension with the County of Livingston, New York for machinery, tools, equipment, and service sharing commencing January 1, 2023 through December 31, 2023.

The **motion** to adopt was made by Deputy Mayor Snyder, seconded by Trustee Wilcox. Carried 4-0.

DRAFT BOARD MEETING MINUTES

- B. Village Justice Coverage
- C. Mine Survey
- D. Quote from Slack Chemical Company

MOTION was made by Trustee Wilcox to approve the procurement of equipment which aids in chemical requirements at the Water Plant in the amount of \$2,372.00 from Slack Chemical, seconded by Trustee Davis. Carried 4-0.

- E. CDBG Application Form

Resolution No. 2022-058

WHEREAS, the Village of Nunda has received grant funding from the Office of Community Development in the manner of a Community Development Block Grant, Project No. 831HR142-20, and,

WHEREAS, the community can submit an application for said funding for repairs to private residents,

NOW THEREFORE, BE IT RESOLVED that the Nunda Village Board of Trustees approve the application from Sarah Pfuntner residing at 10 Mill Street, Nunda, New York for Community Development Block Grant funding for repairs to their home as recommended by the Village of Nunda's consultant, Thoma Development Consultants totaling \$33,544.75.

The **motion** to adopt was made by Deputy Mayor Snyder, seconded by Trustee Wilcox. Carried 4-0.

Mayor Morgan left meeting at 8:10 PM.

- F. CDBG Drawdown No. 2: \$34,278.63

Resolution No. 2022-059

BE IT RESOLVED that the Nunda Village Board of Trustees approve the bills for payment on CDBG No. 831HR142-20 Drawdown No. 2 in the amount of \$34,278.63 once funding has been received for the following vendor list:

Townline General Construction - \$24,700.00

Thoma Development - \$9,578.63

The **motion** to adopt was made by Trustee Davis, seconded by Trustee Wilcox. Carried 3-0.

Old Business

- A. CDBG Update
- B. WWTP Update

10. Other Business

- A. Property Maintenance Local Law review
- B. Budget modifications

MOTION was made by Trustee Davis to approve budget modifications as presented by Administrator Wood to the Village Board of trustees, seconded by Trustee Wilcox. Carried 3-0.

- C. Tuscarora Sportsman Club

MOTION was made by Trustee Davis to allow the Tuscarora Sportsman Club to set up at the Municipal Parking Lot for a Christmas in Nunda event on December 10, 2022, seconded by Trustee Wilcox. Carried 3-0.

DRAFT BOARD MEETING MINUTES

Policy Review

A. Employee Policy Healthcare Insurance review

Resolution No. 2022-060

BE IT RESOLVED that the Nunda Village Board of Trustees approves the 2023 Health Care Employee Benefits Package as discussed with the employees and as listed:

2023 Health Care – Village of Nunda Excellus SimplyBlue Plus Silver 2

The **motion** was made by Trustee Wilcox, seconded by Trustee Davis. Carried 3-0.

B. Employee Policy Discussion-Two Proposed Changes Presented

1. Add language for allowing participation should a Qualifying Life Event occur
2. Percentage based in lieu payments for non-participants

Both initiatives presented will be further discussed at the December 12, 2022 Board Meeting

Communications / Informational / Discussion Items

Deputy Mayor Snyder **closed** the Public Hearing at 8:36 PM on the 2023 Youth Recreation Budget

A. Youth Recreation Budget review/adoption

Resolution No. 2022-061

BE IT RESOLVED that the Nunda Village Board of Trustees **adopt** the 2023-2024 Joint Youth Recreation Budget for the Village of Nunda as lead agent, as follows:

YOUTH RECREATION: \$26,764

The **motion** was made by Trustee Wilcox, seconded by Trustee Davis. Carried 3-0.

Adjournment

The motion to adjourn was made by Trustee Davis, seconded by Trustee Wilcox at 8:37 PM.

Respectfully submitted,

LeRoy J. Wood, CMFO, RMC
Administrator/Clerk-Treasurer

Form 1-4
Housing Request for Funds

CDBG Project Number		831HR142-20		Drawdown Number		3	
Recipient Name		Village of Nunda		Total Amount Requested		\$ 12,200.00	
		ROF Date	02/11/2022	Contract End Date	06/23/2023		
Budgeted Activities	A		B		C	D	
	Total CDBG budget amount		Total CDBG requested prior to the draw		Total amount requested this draw	Balance remaining after this draw	
Program Activity	% of total grant	82%	% column A	8%			
Housing Rehab (SU)	\$ 410,000.00		\$ 31,278.63		\$ 12,200.00	\$ 366,521.37	
Housing Rehab (MU)						\$ 0.00	
Housing Rehab (4MU)						\$ 0.00	
Homeownership (HO)						\$ 0.00	
Manufactured Housing (MH)						\$ 0.00	
Wells and Septic (WS)						\$ 0.00	
Public Housing (PH)						\$ 0.00	
Total	\$ 410,000.00		\$ 31,278.63		\$ 12,200.00	\$ 366,521.37	
Program Delivery	% of total grant	13%	% column A	9%			
Program Delivery (SU)	\$ 65,000.00		\$ 6,000.00		\$ 0.00	\$ 59,000.00	
Program Delivery (MU)						\$ 0.00	
Program Delivery (4MU)						\$ 0.00	
Program Delivery (HO)						\$ 0.00	
Program Delivery (MH)						\$ 0.00	
Program Delivery (WS)						\$ 0.00	
Program Delivery (PH)						\$ 0.00	
Total	\$ 65,000.00		\$ 6,000.00		\$ 0.00	\$ 59,000.00	
Administration	% of total grant	5%	% column A	18%			
Program Administration	\$ 25,000.00		\$ 4,500.00		\$ 0.00	\$ 20,500.00	
Total	\$ 500,000.00		\$ 41,778.63		\$ 12,200.00	\$ 446,021.37	
Balance of CDBG funds on hand					\$ 0.00		
Amount of CDBG funds requested and not received					\$ 0.00		
Amount of CDBG funds requested and received					\$ 41,778.63		
Date	12/09/2022	Name	Melvin Allen		Title	Trustee	
Signature							
I attest that funds are being requested under federal CFDA number 14.228 for the Community Development Block Grant Program							
Date	12/09/2022	Name	William Davis		Title	Trustee	
Signature							
I attest that funds are being requested under federal CFDA number 14.228 for the Community Development Block Grant Program							

Nov. 16, 2022

Village of Nunda
Mr. LeRoy Wood
4 Massachusetts Street
Nunda, New York 14517

Dear Sir:

As per your request for Surveying Services to provide a topographic map of the mining area of the former Lawson gravel pit of about 65 acres.

We would estimate a fee to be about \$5200 ± \$200 and about 6-7 weeks to complete, weather depending from notice to proceed.

If this is acceptable please contact us and we will start work on this project. We look forward to assisting you with this project and we thank you for your consideration.

Sincerely Yours,

Dana C Grover, PLS
Grover & Bates Associates

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 certain structures and properties have 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 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 example, 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 accepted 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 to 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 controlled 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, which shall be kept in a clean and sanitary condition and provided with 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 the occupant occupies, controls or has accessibility to.

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 violation(s) 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 to make inspections of any property within the Village to determine compliance with this local law and must make such inspections whenever directed to do so by the Mayor or Village Board or when five or more village residents have submitted signed complaints to the Village regarding the aforementioned property and violations of this law thereon. 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.

The Zoning Enforcement Officer will maintain a file of all records regarding the property inspection, including, but not limited to, orders from the Mayor or Village Board, signed letters of complaint, communications regarding the property, photographs and other documentation regarding the property in question.

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 or 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 an 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.

VILLAGE OF NUNDA

EMPLOYEE POLICY

The Village of Nunda Board of Trustees retains the sole rights to manage its municipality and direct its workforce, including the right to decide the number and locations of its work and services operations to be conducted and rendered, and the methods, processes and means used in operating its municipality, including the controls of its buildings, real estate, equipment, tools, machinery and all vehicles.

The Village of Nunda Board of Trustees reserves the right to interpret any and all information presented to such Board at any time.

This policy does not create a contract, expressed or implied. The Village Board of Trustees reserves the right to revise, amend or rescind this and any policy at any time. (2015)

In order to maintain open communication between the Village Board of Trustees and the Village employees, this employee policy cannot be amended, revised or rescinded unless notification and discussion with all village employees takes place at least 30 days prior to any change being implemented, with the exception of any potential emergency as determined by the governing board of the Village. (2016)

I. SICK LEAVE: PERMANENT FULL TIME EMPLOYEES

Newly hired permanent full-time employees will be issued two (2) days of sick leave at the end of six months of successful probationary employment. (2003)

Five (5) days of sick leave credit will be issued on the employee's employment anniversary date for the first five (5) years of full employment.

After five (5) years of full-time employment, sick leave credits will be issued at a rate of six (6) days per year each full year of employment.

Sick leave credits may accumulate up to one- hundred-ten (110) days as of June 1, 1998.

Use of sick leave credits is to be limited to time off due to employee sickness or illness or death in the employee's immediate family

The Village Board will be responsible for overseeing and monitoring sick leave use according to the following rules:

A. Sick leave may be used in units of ½ day hour.

B. An absence to attend a funeral of someone other than family may not be charged to sick leave.

C. Employee will be granted three (3) days leave with pay in the event of a death in the immediate family. This will not be charged against sick or comp time. (Immediate family shall

include but not be limited to: grandparents, mother, father, spouse/partner, children, siblings, mother-in-law and father-in-law (2003))

D. Sick leave in excess of three (3) consecutive days will require a doctor's certificate stating a need for sick leave use and that the employee is fit to return to work. (This does not apply to item 2 above.) (2006)

E. Each day of sick time credit owed at the time of retirement (not voluntary separation) will be compensated as follows:

1. The employee may choose to take the time off up until his/her retirement date (added 2014), **or**

2. Each day of sick time remaining up to 110 days will be paid at the regular basic hourly rate, **or**

3. If the employee is currently enrolled in the Village's health insurance plan, each day of sick time remaining up to 110 days will be applied to future payments of hospital insurance premiums, **under the plan the retiring employee requests (single, employee/spouse, employee w/no spouse, family plans)**, at the regular basic hourly rate until such funds are depleted, **or**

4. If the employee is currently enrolled in the Village's health insurance plan, the accumulated days of sick time remaining up to 110 days will be divided as follows; 50% of the days remaining will be paid at the regular basic hourly rate and the other 50% of days remaining will be applied to future payments of hospital insurance premiums at the regular basic hourly rate until such funds are depleted. (Changed 2012)

F. Upon request, retired employees will receive a Statement of Funds remaining as applied to hospital insurance premiums until depleted. (Added 2014)

G. Authorization to use of up to four hours' annually for fulltime employees is considered an - *excused* - absence from work to participate in a Breast and/or Prostate Cancer screening process. No accrual will be charged for such screenings (2016).

H. Any employee leaving village employment on their own accord, shall forfeit all sick time and shall not be reimbursed for said time.

II. HEALTH INSURANCE

It is the desire of the Village Board that all permanent full-time employees be covered by a health insurance plan for the protection of themselves and their families and to facilitate that goal the Village Board offers a health insurance plan to all eligible employees.

The Village will cover the cost of insurance premiums for current full-time employees participating in the health care plan offered as follows: 90% Village pays, and 10% to be paid by all full-time hourly employees. (2022)

All part-time employees, Village of Nunda retirees (2017), and/or members of the Nunda Village Board of Trustees may enroll in the health care plan offered during open enrollment, should a healthcare program exist. Participants will be responsible for 100% of the health insurance premium.

Any full-time employee not participating in the Village offered health care program must sign a waiver indicating they have health care coverage elsewhere and provide proof of such coverage.

~~Compensation in the amount of \$4,500.00 for a **family health care coverage plan** in lieu of insurance premiums will be paid on or about December 31st to the employee provided the employee has not joined the Village's health care insurance plan during the year and is still employed by the Village. (2022)~~

~~Compensation in the amount of 30% of the approved Village health care insurance plan for a **two person and single person health care coverage plan** in lieu of insurance premiums will be paid on or about December 31st to the employee provided the employee has not joined the Village's health care insurance plan during the year and is still employed by the Village. (2015)~~

Compensation in the amount of 38% of the total annual cost to the village of the approved village healthcare insurance plan for a **Single Person Plan**, in lieu of the insurance premiums based on healthcare insurance billings received in December, will be paid on or about December 15th of current year to the employee provided the employee has not joined the Village's health care insurance plan during the year and is still employed by the Village.

Compensation in the amount of 38% of the total annual cost to the village of the approved village healthcare insurance plan for an **Employee/Spouse Plan**, in lieu of the insurance premiums based on healthcare insurance billings received in December, will be paid on or about December 15th of current year to the employee provided the employee has not joined the Village's health care insurance plan during the year and is still employed by the Village.

Compensation in the amount of 38% of the total annual cost to the village of the approved village healthcare insurance plan for a **Family with no Spouse Plan**, in lieu of the insurance premiums based on healthcare insurance billings received in December, will be paid on or about December 15th of current year to the employee provided the employee has not joined the Village's health care insurance plan during the year and is still employed by the Village.

Compensation in the amount of 30% of the total annual cost to the village of the approved village healthcare insurance plan for a **Family Plan**, in lieu of the insurance premiums based on healthcare insurance billings received in December, will be paid on or about December 15th of current year to the employee provided the employee has not joined the Village's health care insurance plan during the year and is still employed by the Village.

Payment will be made on a pro-rated basis on or about December 31st of the following year or at the time of termination of employment.

Details of the current health insurance plan, including premiums are available in the Village Clerk's Office.

A. QUALIFYING LIFE EVENT

Should a **Qualifying Life Event** occur to a permanent full-time village employee in regards to healthcare, so long as there is a healthcare plan offered, said employee is authorized to enroll (or adjust their current village healthcare plan, if already participating in the program) in the village healthcare program forthwith, while notifying governing board **prior** to enrollment/adjustment.

Definition of Qualifying Life Event –

1. Loss of health coverage (losing existing health coverage, including job-based, individual, and student plans; losing eligibility for Medicare, Medicaid, or CHIP (Children's Health Insurance Program); turning 26 and losing coverage through a parent's plan).

2. Changes in household (retirement, getting married or divorced; having a baby or adopting a child; death in the family).

3. Changes in residence (moving to a different ZIP code or county; a student moving to or from the place they attend school; moving to or from a shelter or other transitional housing).

The plan will be reviewed and updated annually.

III. DISABILITY INSURANCE

Disability insurance is provided by the Village of Nunda and fully paid by the Village of Nunda, for each employee, excluding elected officials.

V. OVERTIME

A. SCHEDULED OVERTIME POLICY

Hourly employees are paid overtime, payable at one and a half (1-1/2) times the hourly rate of full-time employees for any hours worked over the scheduled 8-hour workday.

B. UNSCHEDULED OVERTIME POLICY

Any employee called for emergency duty status, or by alarm requiring a physical response to the alarm site, or for snow plowing/removal activities shall be paid a minimum of two (2) hours at their overtime rate when called out.

The DPW/Street Superintendent (or representative when the DPW/Street Superintendent is not available) shall evaluate and direct all emergency duty status or snow plowing/removal activities for Village Streets (and roads under signed agreement).

If there is unscheduled overtime that needs to be worked (e.g., snow removal, water main breaks, etc.), the Equalization of Overtime will be followed.

C. EQUALIZATION OF OVERTIME

The equalization of unscheduled overtime pertains to all permanent active hourly employees. In an effort to equalize overtime employment opportunities, the Superintendent of Highways (or that person in charge of calling employees for particular overtime work) will develop and use an

appropriate rotation procedure. Only employees qualified for a particular job will be called for that job. Full-time employees will be called before part-time employees.

D. AVAILABILITY FOR OVERTIME

An employee must provide a phone number so that he or she can be contacted in the event overtime is required. If he or she cannot be contacted, this will be considered the same as a "No" reply to the overtime offer.

VI. HOURS OF OPERATION, BREAK & LUNCH BREAK

The hours of operation are set by the Village Board of Trustees. The hours of operation are subject to change according to the season. (2015)

Employees are allowed ½ hour for their unpaid lunch break each day. In addition, they shall be able to take two fifteen-minute breaks when time allows.

VII. PAID HOLIDAYS

Permanent full-time employees will receive the following paid holidays:

1. New Years
2. Martin Luther King Jr. Day (added 2010)
3. Presidents' Day (added 2014)
4. Memorial Day
5. July 4th
6. Labor Day
7. Columbus Day (added 2014)
8. Veterans Day (added 2011)
9. Thanksgiving Day
10. Day after Thanksgiving (4/27/87)
11. 1/2 day before Christmas
12. Christmas Day
13. Day after Christmas (1/13/97)
14. Each permanent full-time employee will be allowed to take his or her birthday as a paid holiday. (If the birthday falls on a weekend or other holiday, the birthday may be taken anytime in the two weeks immediately preceding or succeeding the birthday.) (6/1/98)

In order to qualify for holiday pay, each employee must work the scheduled workday before the holiday and the scheduled workday after the holiday, unless they are on approved vacation.

VIII. PERSONAL/BUSINESS DAYS

Each permanent full-time employee will be issued five (5) personal and/or business days each year on the employee's employment anniversary date after one year of full employment (changed 2012). Use of personal/business days within the first six months of employment shall be with the supervisor's approval. Unused days are not cumulative. Advanced scheduling, when possible, would be appreciated. Each employee will be reimbursed any personal time remaining upon separation, termination, retirement, or death.

IX. VACATION FOR FULL-TIME EMPLOYEES

A. ELIGIBLE EMPLOYEES

Two (2) days will be issued at the end of six (6) months of successful probationary period.

1 week after one year

2 weeks after three years

2 weeks + one day after four years

2 weeks + two days after five years

2 weeks + three days after six years

2 weeks + four days after seven years

3 weeks after eight years (6/1/98)

4 weeks after fifteen years (6/1/98)

Each employee will be reimbursed any vacation time remaining upon separation, termination, retirement, or death.

B. SCHEDULING/APPROVALS

It is felt by the Village Board that the employee should take the vacations he/she is entitled to each year. Each employee as of his or her anniversary date can hold over five (5) days of vacation without Board approval. Under unusual circumstances the board may approve more than five days of held over vacation time (6/1/00).

Due to the fact that the Village has a small staff and needs to correlate vacations to maintain coverage of our facilities, all employees, including Water Plant Operator and/or Waste Water Treatment Plant Operator, at least one-month prior to taking vacation for more than one (1) week, or as soon as reasonably practical, must submit a written request for vacation to the employee's *supervisor*. Seniority will no longer be relevant as of March 19, 2001, per Village Board decision. This clause does not pertain to the Overtime section of this employee policy.

Regularly scheduled time-off will be approved using a Time-Off Request Form **prior** to time being taken off. The employee will submit Time-Off Request Form stating specific day(s) off, what accrual will be used, and return date. This request will be approved by the employee's supervisor (2019).

C. QUALIFICATIONS

In order to qualify for vacation pay, any employee must

1. Be employed as of anniversary day or be on approved sick leave.
2. Have worked at least 75% of annual work schedule.

D. CALCULATION OF VACATION PAY

Each employee's vacation time will be calculated from his full years of service. (Using his/her basic straight time rate as of June 1st of current fiscal year and a standard workweek.)

E. DETERMINATION OF LENGTH OF SERVICE

Years of service shall be determined as of employment anniversary date. Number of full years of service as of that day, will establish length of vacation.

X. PART-TIME & SEASONAL EMPLOYEES

Part-time & seasonal employees will receive only benefits listed below other than New York State Retirement coverage for those who desire to join. They will also be covered under Workman's Compensation and Disability Insurance under the Village policies.

A. Part time Employees – Paid Time Off

1. Accruing paid time off.

All part time employees will receive paid time off annually on their anniversary date if they have been employed the entire prior calendar year and have worked at least 700 total hours. Eligible employees will earn paid time off at a rate of 16 hours annually.

2. Use of paid time off.

Part time employees may use earned paid time off in hourly increments. Advanced use of paid time off must be approved by the part time employee's direct supervisor. Request for use of paid time off by part time employee shall not be reasonably denied.

3. Payment upon Termination/Separation of Employment

Accumulated unused paid time off, up to twenty-four (24) hours, shall be paid at the time of termination/separation of employment under the conditions listed;

- a. The employee resigns and provides no less than fourteen (14) calendar days written notification to direct supervisor and works the entire two weeks prior to resignation date, OR,
- b. The employee is laid off by the employer, OR,
- c. The employee dies in service.

XI. DEATH OF EMPLOYEE OR RETIREE

Upon the death of an employee or retired employee, all unused accumulated Sick Time ~~and/or~~

~~Comp Time~~ will be paid incrementally (not lump sum) to the surviving spouse or designee.

XII. ALLOWANCE FOR SAFETY SHOES

Each full-time employee, working in water, sewer or streets departments will be allowed to purchase up to two (2) pairs of safety shoes per fiscal year (June 1st - May 31st) at a cost of up to \$200 (changed 2012). Employee will present paid receipt to Village Clerk/Treasurer for reimbursement. The employee will pay any cost over \$200.

XIII. T-SHIRTS

The Village of Nunda will purchase a bulk supply of T-shirts/Sweatshirts in needed sizes and dispense them to employees as needed.

XIV. OUT OF VILLAGE ACTIVITIES

All wages and fees paid for activities/responsibilities outside the Village Limits/District Limits shall be paid only upon prior approval of such activities by the Village Board. Equipment needs status is to be determined by the affected department head. This would be for (and not limited to) workshops, seminars, training sessions and picking up of parts.

The Village Clerk, during office hours shall be informed of any employee that is required to leave the Village or District area. The Mayor or Deputy Mayor, ~~or Committee Member~~ shall be informed if no one in the Village Clerk's Office is available.

When a Village vehicle is not available for approved travel, or the employee wishes to utilize his/her own vehicle, he/she shall be reimbursed at the **current IRS designated** mileage rate after submitting expense documentation. Should any damages occur to the personal vehicle, the Village of Nunda will not be financially responsible for such damages, but it will be processed through the employee's own insurance policy.

Employees who are members of the Nunda Fire Department, Inc. or the Nunda Ambulance Corps are allowed to respond to emergency calls without losing their pay for the time spent in response to the emergency.

XV. SEXUAL HARASSMENT POLICY

A written policy in regards to Sexual Harassment was adopted by the Village Board at a regularly scheduled Board meeting on 02/13/2006, and is available in the Village office.

XVI. LICENSES

The Village of Nunda will pay \$1.00 more per hour when employees receive their water treatment plant operator's license, and \$1.00 more per hour when the employee receives their waste-water treatment plant operator's license. There is no rate increase for the receipt of any other licenses.

The Village will pay the fee for renewal of an employee's Wastewater Treatment Plant Operator Certificate. (Added 2011)

The Village will pay the difference in the renewal fees for the NYS regular driver's license and

the NYS commercial driver's license for any employee required to have the NYSCDL.

The Village will pay for a NYSDOT physical, required in order to possess a NYSCDL license, for all qualified Village employees who operate Village Equipment which requires such license to operate. (2016)

The Village will pay Notary Public licensing fee for any current employee providing this service to the public.

XVII. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Village of Nunda, NY (the "Village"), an Equal Opportunity Employer, is committed to a work environment free of discrimination and harassment and reaffirms its support of and compliance with all applicable laws governing nondiscrimination in employment. It is the policy of the Village to recruit, hire, train and promote the most qualified applicants without regard to race, religion, color, sex, sexual orientation, age, national origin, citizenship, disability, marital status, pregnancy, and membership in the armed forces, veteran status, genetic information, or any other basis. Such a policy ensures that only relevant factors are considered and that equitable and consistent standards of conduct and performance are applied. The Village expects all personnel to commit and adhere to sharing the responsibility of maintaining a work environment that is free of discrimination, retaliation, and harassment. And will not tolerate any violations of this policy. Any employee found to be in violation of this prohibition will be disciplined and may be subject to other legal action.

A. NOTIFICATION OF POLICY VIOLATIONS

It is an employee's responsibility to report any perceived violation of this policy to the Village Clerk, Deputy Clerk or appropriate Commissioner and the employee will not suffer adverse employment consequences as a result of making the complaint. In the event the employee is unwilling or unable to discuss this matter with the Village Clerk, Deputy Clerk or appropriate Commissioner, the complaint should be reported in writing to the mayor. All complaints of discrimination will be investigated thoroughly and promptly. Employee cooperation is required during investigations of such complaints.

B. REASONABLE ACCOMMODATION

The Village will attempt to determine whether a reasonable accommodation is available to enable a disabled employee or applicant to perform the required functions of a job, without imposing an undue hardship on the Village and/or operations of a program, or an unacceptable risk to health or safety. The Village may require documentation necessary to verify the existence and extent of the disability and the need for accommodation. This may include Physical exams when in compliance with the law.

C. PROHIBITING HARASSMENT

The Village intends to provide a work environment that is agreeable, professional and free from threat, harassment, animosity or other such conditions that might interfere with work performance. The Village will not tolerate harassment, intimidation or bullying of any sort. Such activity will violate the Village's policy, even if it is not so severe or pervasive as to be illegal.

Harassment can take many forms, including, but not limited to: verbal, physical, visual, or sexual harassment. For examples of actions that are considered harassment and those which are not, please contact the Village office.

D. REPORTING HARASSMENT

The Village and its employees are responsible for maintaining a workplace free of discrimination and harassment. Any employee who believes that he or she has been harassed should immediately report the alleged harassment to the Village Clerk, Deputy Clerk or appropriate Commissioner. All complaints will be promptly investigated, and the Village will take appropriate action to ensure adherence with this policy. Employee cooperation is required during investigations of such complaints and failure to do so may lead to disciplinary action(s). Appropriate action, up to and including suspension without pay and/or termination, will be taken against any employee engaging in prohibited conduct. Complaints will be kept as confidential as possible without impeding the investigation of the complaint. Employees alleging the complaint will be informed as soon as possible of the results of the investigation. There will be no form of retaliation or discipline for the filing of a bona fide complaint or for assisting in a complaint investigation. Retaliatory conduct may lead to discipline up to and including suspension without pay and/or termination.

XVIII. RULES OF CONDUCT

A. ETHICS

To promote public confidence in the Nunda Village government, it is necessary for all Village officers and employees to maintain a high level of ethical conduct. To ensure this, the Village of Nunda Board of Trustees has established a Code of Ethics that must be followed by all Village employees. The full text of the Code of Ethics is available in the Village office.

B. CONFIDENTIALITY

The Village of Nunda endorses and promotes open government and complies with all requirements regarding public access. However, all Village documents are considered confidential unless they are provided to the public during the normal course of business. Protecting the Village's confidential information is the responsibility of every employee and we all share a common interest in making sure it is not improperly or accidentally disclosed. No present or former officer or employee of the Village may disclose confidential information that was obtained in the course of employment or use such information to further the personal or private interest of himself or herself or others. Employees must take all reasonable precautions to prevent the unauthorized disclosure of confidential information. Confidential information may not be discussed with or exposed to anyone who is not authorized to access such information. All inquiries by outsiders, including the press, should not be handled by any individual staff member, but should be directed to the mayor. Upon termination of employment, employees may not obtain or take with them any notes, records, documents or other material concerning confidential information about the Village prepared or obtained in the course of employment.

C. NO SMOKING POLICY

In accordance with Article 13-E of the Public Health Law of the State of New York, smoking is prohibited in all Village facilities, including Village buildings and Village vehicles. Any

violations of this policy should be brought to the attention of the mayor. Violators will be subject to disciplinary action.

D. DRUG AND ALCOHOL POLICY

It is Village policy that no employee shall work, report to work or be present on work premises, in Village vehicles or engaged in Village activities while under the influence of alcohol or any controlled substance. In addition, the unlawful or unauthorized use, possession or distribution of controlled substances or alcohol on Village work premises, in Village vehicles, or while engaged in Village activities, is strictly prohibited. Violation of this policy may result in disciplinary action, up to and including discharge, in accordance with applicable law.

E. EMPLOYEE RELATIONS

It is the policy of the Nunda Village Board that the Village's supervisory process be ongoing, constructive and cooperative, with emphasis placed on effective methods of assisting each employee to achieve the job expectations established by the Village. The policy of this Village is to be fair, reasonable and honest with personnel and to respect the rights of employees. The mayor will strive to achieve and maintain mutual respect and a positive working relationship with each employee.

F. RULES AND DISCIPLINE

The Nunda Village Board of Trustees approve changes to the Employee Policy, on an emergency health and safety basis, in establishing a probationary period for newly hired employees as set here; probationary period for a part time laborer will be 30 days and for a full-time employee 6 months with evaluation by immediate supervisor and reported back to the governing board of this municipality, effective June 12, 2017.

Violations of Village policies, rules and generally recognized standards of conduct have an effect on the Village and employee performance and can result in disciplinary action. Disciplinary measures appropriate to the nature of misconduct including oral and written warnings, counseling, probation, suspension or discharge will be administered except in the case of certain violations which may be subject to immediate discharge. Where a written warning or suspension is issued, the affected employee will sign a form acknowledging receipt of disciplinary action and the signed form will be placed in the employee's file. The Village reserves the right to take disciplinary action including but not limited to suspension without pay and dismissal. Disciplinary action, appeals from disciplinary action, and all related matters will conform to the requirements of the New York Civil Service Law (Sections 75, 76 and 77) wherever applicable. Cause for disciplinary action and possible dismissal includes but is not limited to: unsatisfactory work due to incompetence or unfitness, conduct unbecoming to a Village employee, violation of Village policies, rules and standards of conduct, and any conduct deemed to be against the best interest of the Village.

G. FIREARMS AND WEAPONS

With the exception of Law Enforcement and Security personnel, Village employees are prohibited from possessing firearms or other weapons while on Village premises, in Village vehicles, while conducting business for the Village, or at work sites, or any other location during working hours or while representing the Village, regardless of whether the person is licensed to

carry the weapon. If any employee has knowledge of another employee's possession of a weapon, that knowledge should be reported to a supervisor, or the Mayor or Deputy Mayor as soon as possible.

H. POLICY VIOLATIONS

Violations of this policy will result in immediate disciplinary action, up to and including termination and/or legal action.

XIX. PUBLIC RELATIONS

The Village is often judged by the manner in which Village employees interact with the public. Village business, therefore, should be conducted in such a manner as to leave a lasting good impression. When dealing with the public, employees should give each person the best possible attention and courtesy in a professional manner, providing, where necessary, accurate and appropriate information. Inquiries by the media should not be addressed by any individual staff, but should be directed to the mayor.

XX. COMPUTER SYSTEMS, INTERNET/E-MAIL SERVICE AND WIRELESS COMMUNICATION

The Village purposes to develop policies regarding computer systems, the Internet, e-mail and wireless communication as the need arises.

XXI. PAY RATES AND PAY RAISES

Pay-raises, when warranted, will be by dollar amount and based upon individual employee performance. (Added 2010)

XXII. SPECIAL TRAINING

In accepting training, time, tuition payments and use of facilities, employees agree to continue in village employment. Details, as approved by the Village Board, including required years of employment, exceptions, buy-outs, etc. are available in the Village office. (Added 2010)

XXIII. RETIREMENT INCENTIVES

Any Retirement Incentives will be at the discretion of the Village Board. (Added 2010)

XXIV. BOARD REVIEW OF BENEFITS PACKAGE

The Village Board will review the employee benefits package annually. To facilitate this review, the Administrative Committee and all interested employees will meet and communicate throughout the year as needed. There will be at least one official meeting of the Administrative Committee and all interested employees in October/November of each year to discuss possible changes in this policy and review health insurance options after new rates and policies are made available for the upcoming calendar year. All will strive toward open communication regarding any needed, suggested or anticipated changes in the policy. (Changed 2014)

I have received this employee policy.

Name: _____

Signature: _____ Date _____

UPDATED: MARCH 2002, APRIL 2003, APRIL 2004, APRIL 2006, JULY-OCTOBER 2008, MARCH-JUNE 2010, SEPTEMBER – NOVEMBER 2011, FEBRUARY 2012, MARCH 2014, NOVEMBER 2014, JANUARY 2016, FEBRUARY 2016, SEPTEMBER 2016, NOVEMBER 2016, FEBRUARY 2017, MAY 2017, DECEMBER 2017, NOVEMBER 2018, APRIL 2019, DECEMBER 2019(Comp Time Removed), NOVEMBER 2020, MAY 2021, MAY 2022 (Healthcare Information Updated).