

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

January 16, 2024

7:00 P.M.

BY MOTION OF:

NOTES

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MINUTES FROM MEETINGS
 - Regular Session Minutes of January 2, 2024 **A.1**
 - Executive Session Minutes of January 2, 2024 **A.2**
4. PUBLIC COMMENT
5. DEPARTMENT REPORTS
 - A. ADMINISTRATOR **A.3**
 - B. SUPERINTENDENT'S REPORT **A.4**
 - C. POLICE
 - D. FIRE DEPARTMENT
 - E. CODE ENFORCEMENT OFFICER
 - F. CONTROL CENTER
6. NEW BUSINESS
7. OLD BUSINESS
8. BILLS
9. PERMITS AND APPLICATIONS
10. VILLAGE ATTORNEY REPORT
11. TRUSTEE NOTES & PROJECT REPORT
12. TREE COMMITTEE REPORT
13. EXECUTIVE SESSION
 - Prosecutor Discussion
14. ADJOURN

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ATTACHMENT NO. A1
AGENDA DATE 1/16/24

VILLAGE OF SPRINGVILLE
2024 MINUTES

January 2, 2024

7:00 P. M.

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

Mayor	Timothy Michaels
Trustees	Lindsay Buncy Reed Braman Mary Padasak Terry Skelton
Village Administrator	Liz Melock
Superintendent of Public Works	Duane Boberg
Police Officer in Charge	Nick Budney
Village Attorney	Paul Weiss
Building Inspector/ Code Enforcement Officer	John Baker
Deputy Clerk	Holly Murtiff
Also Attending	Max Borsuk, Springville Journal Kelly Baker
Absent	Marc Gentner, Fire Chief

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

- 1. Minutes Minutes of the Regular Meeting of December 18, 2023 were approved as written by Trustee Buncy, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Braman, Buncy and Padasak voting yes, Trustee Skelton abstaining, none opposed.

PUBLIC HEARING

- 2. LL 1 of 2024 Tax Cap Override Mayor Michaels opened the duly advertised public hearing for LL 1 of 2024. Administrator Melock explained the need to pass the tax cap override. There being no questions motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed to close the public hearing.

PUBLIC COMMENT

There was no public comment this evening.

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DEPARTMENT REPORTS

ADMINISTRATOR REPORT

3. LL 1 of
2024
Tax Cap
Override

Motion was made by Trustee Skelton, seconded by Trustees Buncy; carried, Mayor Michaels, Trustees Skelton, Buncy, Braman and Padasak voting yes, none opposed to declaring the Village of Springville as the Lead Agency for LL 1 of 2024 – Tax Cap Override.

Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to accepting the SEQR/Negative Declaration for LL 1 of 2024 – Tax Cap Override.

Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to adopting LL 1 of 2024 as shown below.

Local Law No. 1 of the year 2024
Village of Springville, County of Erie

A local law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-c

Section 1. Legislative Intent

It is the intent of this local law to allow the Village of Springville to adopt a budget for the fiscal year commencing June 1, 2024 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override

The Board of Trustees of the Village of Springville, County of Erie, is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

4. WWTP
Intermunicipal
Agreement

After discussion, motion was made by Trustee Skelton, seconded by Mayor Michaels; carried Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to authorizing a one year extension of the Intermunicipal Agreement with the Village of Alden for a Waste Water Treatment Plant Operator Grade 3 License to be effective immediately.

5. LOSAP
Fee Agreement

Motion was made by Trustee Skelton, seconded by Trustee Braman; carried Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to authorizing Mayor

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Michaels to sign the Service Award Program 2024 Service Fee agreement with Hometown Firefighter & EMS Services in the amount of \$5,884.

6. 23/24 Budget Modifications Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to approving the attached 23/24 Budget – Internal transfers. **010224 A.1**

Motion was made by Trustee Skelton, seconded Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to modify the 23/24 budget – Auctions Int'l Fire Dept. sale results. Increase revenue line 2650-Sale of scrap by \$852.00 and increase Fire Dept. Equipment Other 3410-0230 by \$852.00

Motion was made by Trustee Skelton, seconded by Trustee Buncy; carried, Mayor Michaels, Trustees Skelton, Buncy, Braman and Padasak voting yes, none opposed to modify the 23/24 budget-Auctions Int'l DPW sale results. Increase revenue line 2650-sale of scrap by \$7,820 and increase streets other equipment 5110-0250 by \$7,820.

7. Accept Resignation Motion was made by Trustee Braman, seconded by Mayor Michaels; carried Mayor Michaels, Trustees Braman, Buncy, Padasak and Skelton voting yes, none opposed to accept the resignation of Nathan Scrivani as a dispatcher from the Control Center effective Dec. 11, 2023.

Administrator Melock discussed the following items with the Board;

- Financial reports (Treasurer's Report) – Balance Sheets, Rev & Exp. Summaries have been submitted to the village board for Dec. 2023.
- Budget packets have been given to Dept. heads and budget meetings will be Feb 22nd & 29th tentatively.
- Election information is one the village website www.villageofspringvilleny.com . Please see NYS Board of Election website www.elections.ny.gov for more information or contact your attorney.

SUPERINTENDENT REPORT

8. Circuit Switcher Bid Motion was made by Trustee Skelton, seconded by Mayor Michaels; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to award the bid for two used S&C 115V Mark V circuit switchers to Belyea Company Inc. 2200 Northwood Ave. Easton, PA 18045 in the amount of \$2,500.00 and authorize the Mayor to sign the agreement that was part of the bid packet for the bid date of Dec. 21, 2023.

At this time Superintendent Boberg discussed with the Mayor and Board the recent calls he has been receiving about the regrettable yet unavoidable lawn damage done during sidewalk plowing.

POLICE DEPARTMENT

Officer in Charge Budney reported on the following;

- December 2023 SPD calls handled
- December 2023 ECSO call handled
- 2023 annual stats distributed

FIRE DEPARTMENT

Administrator Melock read the Fire report in the absence of Chief Gentner

- Calls for December 2023
- Training
- Grants and budget update

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BUILDING INSPECTOR/CEO

BI/CEO Baker updated the Board on the following;

- recent planning board meeting with the owners of the Springville Depot
- Court date (1/3/24) for 426 E. Main St.
- No developments on the Dygert Farm proposed project

CONTROL CENTER

The Control Center report was read by this evening Trustee Braman this evening outlining;

- Personnel
- Equipment
- Calls for December 2023

NEW BUSINESS

There was no new business to discuss this evening.

OLD BUSINESS

There was no old business to discuss this evening.

BILLS

Bills, as examined by members of the Board of Trustees were approved for payment in accordance with Abstracts #200 – 214 of 2023/2024 total of \$148,299.79 for the General, Water/Sewer, Electric, Trust and Agency Funds by motion of Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed.

PERMITS AND APPLICATIONS

There was no Consent Agenda report this evening.

VILLAGE ATTORNEY REPORT

Village Attorney Paul Weiss discussed with the Board the upcoming trial and arraignment for 426 E. Main Street.

TRUSTEE NOTES & PROJECT REPORTS

Trustee Braman had no report this evening.

Trustee Padasak had no report this evening.

Trustee Buncy had no report this evening.

Trustee Skelton had no report this evening.

Mayor Michaels announced that the Village has received a Erie County Municipal Planning Grant of up to \$50,000 to update the Comprehensive Master Plan.

9. Tree
Committee
Report

There was no Tree Committee report this evening.

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10. Executive Session Motion was made by Trustee Braman, seconded by Trustee Skelton; carried, Mayor Michaels, Trustees Braman, Skelton, Buncy and Padasak voting yes, none opposed to adjourn to Executive Session at 7:30 pm.
11. Court Personnel Upon return from Executive Session, motion was made by Trustee Skelton, seconded by Trustee Buncy; carried, Mayor Michaels, Trustees Skelton, Buncy, Braman and Padasak voting yes, none opposed to approve Katie Cooper working 10 additional hours per week up to 60 working day, as approved by Erie County Civil Service personnel effective immediately.
12. Adjourn Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed to adjourn the Regular Session at 7:39 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

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VILLAGE OF SPRINGVILLE
2024 MINUTES

ATTACHMENT NO. A2
AGENDA DATE 1/16/24

January 2, 2024

7:30 PM

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

Mayor	Timothy Michaels
Trustees	Reed Braman Lindsay Buncy Mary Padasak Terry Skelton
Village Administrator	Liz Melock
Village Attorney	Paul Weiss
Deputy Clerk	Holly Murtiff

1. Court Personnel Matters All attending discussed a Justice Court personnel matter.
2. Adjourn Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed to adjourn to Regular Meeting at 7:38 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

Administrator's report

ATTACHMENT NO. A3
Jan 16, 2024
AGENDA DATE 1/16/24

Resolutions:

1. Accept Resignation of Account Clerk Typist Kellie Grube effective Jan 15, 2024.
2. Appoint Election Inspectors Jane Ciszak – Chairman \$17 per hour, Jane Neureuther – Election Inspector \$16 per hour, Connie Bochenek – Election Inspector \$16 per hour, Phoebe Sherlock – Election Inspector \$16 per hour for the March 19, 2024 election.
3. Approve 2023 LOSAP Points. See attached.
4. Authorize Mayor to Sign Agreement with Erie County for Planning Grant Award in the amount of \$50,000. See attached.
5. Authorize Mayor to Sign Agreement with Barton & Loguidice for the Comprehensive Plan Update & Zoning Code ADUs in the amount of \$60,000. See attached.
6. Authorize Mayor to Sign Agreement with SGI for Emergency Bus Use. See attached.
7. Authorize Electric Account Write Offs in the amount of \$1,516.41.
8. Modify 23-24 Budget for Bullet Proof Vest Funds received in the amount of \$307.77. Increase 3989 Other Home & Community by \$307.77 and Police Contractual 3120-400.

Discussions:

1. Budget packets have been given to Dept heads and budget meetings will be Feb 22nd & 29th.
2. Election information is on the village website www.villageofspringvilleny.com. Please see NYS Board of Election website www.elections.ny.gov for more information or contact your attorney.

Member Census Information Request
Village of Springville Defined Benefit Service Award Program
For the Plan Year 1/1/2023 through 12/31/2023

Name	Date of Birth	Status	Change in Status	Credited Past Service	Current Year Credit (1 or 0)	Total
Austin, Colin		Active		1	1	2
Boundy, Bryant		Active		3	1	4
Bunnell, Autumn		Active		3	1	4
Bunnell, Gary		Active		3	1	4
Cruse, Robert		Active	<u>INACTIVE</u>	1	1	2
Dean, Katherine		Active		0	1	1
Diric, Brett		Active		0	1	1
Dygert, Matthew		Active		14	1	15
Gentner, Cheryl		Active		10	1	11
Gentner, Mark		Active		12	1	13
Grube, Kellie		Active		5	0	5
Hauth, Zach		Active		2	1	3
Jozwiak, James		Active	<u>INACTIVE</u>	25	0	25
Kaletka, Michael		Active	<u>INACTIVE</u>	5	0	5
Lightcap, Heather		Active		23	1	24
McCabe, Casey		Active	<u>INACTIVE</u>	1	1	2
McCarty, Stanley		Active		4	1	5
Oatman, James P		Active		9	1	10
O'Neil, Ann		Active		12	1	13
Skinner, Daimen		Active		2	1	3
Tillinghast, Adam		Active		11	1	12
Tuberdyke, Eric		Active		2	1	3
Tuberdyke, Kelly		Active		2	1	3
Uhteg, Daniel L		Active		9	1	10
Whitcomb, Justin		Active	<u>INACTIVE</u>	2	0	2
Baker, Kevin		Inactive		6	0	6
Beckerich, James		Inactive		7	0	7

Member Census Information Request
Village of Springville Defined Benefit Service Award Program
For the Plan Year 1/1/2023 through 12/31/2023

Name	Date of Birth	Status	Change in Status	Credited Past Service	Current Year Credit (1 or 0)	Total
Benstead, Brian		Inactive		11	0	11
Buchanan, Robert J		Inactive		8	0	8
Colin, Theresa		Inactive		9	0	9
Frazer, Eric		Inactive		8	0	8
Heidelberger, Edwin		Inactive		5	0	5
Hotchkiss, Stephen		Inactive		6	0	6
Hulley, David		Inactive		6	0	6
Hunt, Anthony		Inactive		11	0	11
Hunt, Holly A		Inactive		12	0	12
Montanari, Matthew		Inactive		7	0	7
Murcin, Joel		Inactive		6	0	6
Slattery, Michael		Inactive		8	0	8
Slippy, Christopher		Inactive		14	0	14
Stewart, Beth		Inactive		7	0	7
Church, Scott		Entitled		7	0	7
Cochran, Michael		Entitled		27	1	28
Cphoon, Gerald		Entitled		28	1	29
Dains, David		Entitled		28	0	28
Dains, Dennis		Entitled		28	0	28
Drozd, Phillip		Entitled		28	1	29
Dubik III, John		Entitled		6	0	6
Flint, Robert		Entitled		12	0	12
Garlock, Robert		Entitled		5	0	5
Gibbin, Leslie		Entitled		9	0	9
Girst, Jeffrey		Entitled		17	1	18
Horn, Rosanne		Entitled		10	0	10
Horn, William R		Entitled		10	0	10

Member Census Information Request
Village of Springville Defined Benefit Service Award Program
For the Plan Year 1/1/2023 through 12/31/2023

Name	Date of Birth	Status	Change in Status	Credited Past Service	Current Year Credit (1 or 0)	Total
Kelly, Lawrence		Entitled		1	0	1
Klenk, David		Entitled		25	0	25
Kreitzbender, Wayne		Entitled		10	0	10
Kupka, Jay		Entitled		5	1	6
McGuire, Gary		Entitled		26	1	27
Narraway, John		Entitled		15	0	15
Noeson, Frank		Entitled		7	0	7
Runge, Robert		Entitled		9	0	9
Schueler, Robert		Entitled		26	1	27
Siminski, Betty		Entitled		12	0	12
Siminski, James		Entitled		29	1	30
Skelton, Charles		Entitled		16	0	16
Smith, Paul		Entitled		29	1	30
Stachowski, Robert		Entitled		5	0	5
Thompson, James		Entitled	Deceased	17	0	17
Walker, David		Entitled		9	0	9
Wells, Michael		Entitled		29	1	30

Member Census Information Request
Village of Springville Defined Benefit Service Award Program
For the Plan Year 1/1/2023 through 12/31/2023

Name Last	First	Initial	Date of Birth	Date of Membership	Past Service	Current Service	Total Credit Earned
CRONE	JACKSON			7/3/23	0	0	0
HAYTH	TINA			7/3/23	0	1	1
MARSH	BETH			12/4/23	0	0	0
RICHERT	MIRANDA			2/6/23	0	1	1
GLASS	MARK			2/6/23	0	0	0
HINES	JEFF			4/3/23	0	0	0

Have there been any Plan Amendments? Yes/ No If yes, please indicate any changes to the plan below:

Entitlement Age _____ Effective Date _____
 Benefit Formula: Amount _____ Maximum Accrual Years _____ Effective Date _____
 Earning Past Entitlement Age: Yes/No _____ Effective Date _____

Have there been any changes in Plan Trustee, Address, Telephone Number, etc.? Yes/ No
 If yes, please indicate the change(s) below:

Completed By: MATT DYGEET Title: PRESIDENT Date: 1/8/2024

Springville Fire Department Participation Summary by Staff

01/01/2023 to 12/31/2023

Staff IDs:

203,191,196,194,006,007,211,204,206,205,012,142,157,150,213,019,167,210,198,209,070,123,179,110,214,202,1
90,027,143,164,208,039,040,192,042,156,199,212,200,161,057,178

All Stations

All Shifts

All Units

If staff availability detail is not found, assume staff member is: Don't Use Availability

All NFIRS/EMS Incidents

Total Staff being Reported: 42

Total Incidents For Period: 788

Incident Participation

Staff Id/ Name	Number of Runs		
	Available	Participated	Percent
203 Austin, Colin	788	68	8.63%
191 Boundy, Bryant	788	105	13.32%
196 Bunnell, Autumn	788	202	25.63%
194 Bunnell, Gary	788	171	21.70%
006 Cochran, Michael	788	98	12.44%
007 Cohoon, Gerald	788	286	36.29%
211 Crone, Jackson	788	17	2.16%
204 Cruse, Robert	788	167	21.19%
206 Dean, Katherine	788	129	16.37%
205 Dirie, Brett	788	258	32.74%
012 Drozd, Phil	788	295	37.44%
142 Dygert, Matt Theron	788	87	11.04%
157 Gentner, Cheryl	788	444	56.35%
150 Gentner, Marc	788	489	62.06%
213 Giordano, Isabella	788	25	3.17%
019 Girst, Jeff	788	634	80.46%
167 Grube, Kellie	788	33	4.19%
210 Hauth, Tina	788	82	10.41%
198 Hauth, Zach	788	219	27.79%
209 Hines, Jeff	788	22	2.79%
070 Jozwiak, James	788	29	3.68%
123 Kaleta, Michael	788	21	2.66%
179 Kupka, Jay J	788	101	12.82%
110 Lightcap, Heather L	788	133	16.88%
214 Marsh, Beth	788	17	2.16%
202 McCabe, Casey	788	242	30.71%
190 McCarty, Stanley	788	164	20.81%
027 McGuire, Gary	788	322	40.86%
143 O'Neil, Ann	788	62	7.87%
164 Oatman, James P	788	361	45.81%
208 Richert, Miranda	788	202	25.63%
039 Schueler, Robert	788	386	48.98%
040 Siminski, James	788	474	60.15%
192 Skinner, Daimen	788	118	14.97%

Springville Fire Department
Participation Summary by Staff

Incident Participation		Number of Runs		
Staff Id/	Name	Available	Participated	Percent
042	Smith, Paul	788	439	55.71%
156	Tillinghast, Adam	788	82	10.41%
199	Tuberdyke, Eric	788	191	24.24%
212	Tuberdyke, Julia	788	2	0.25%
200	Tuberdyke, Kelly	788	96	12.18%
161	Uhteg, Daniel	788	147	18.65%
057	Wells, Mike	788	364	46.19%
178	Whitcomb, Justin	788	18	2.28%

Springville Fire Department

Length of Service Awards Report (LOSAP)
Point Summary

01/01/2023 to 12/31/2023

Activity Counts Incident 776, Non-Incident 244, Training
0

Staff ID/Name	Fire	% Resc	% Sleep	Pos	Mtgs	Misc	Trng	Drill	F/R	% Total		
203 Austin, Colin	25	0.0	1	0.0	23	0	12	15	0	0	0.0	76
191 Boundy, Bryant	25	0.0	1	0.0	14	0	13	15	0	0	0.0	68
196 Bunnell, Autumn	25	0.0	1	0.0	13	25	20	15	0	0	0.0	99
194 Bunnell, Gary	25	0.0	1	0.0	21	12	14	15	0	0	0.0	88
006 Cochran, Michael	25	0.0	2	0.0	15	0	16	15	0	0	0.0	73
007 Cohoon, Gerald	25	0.0	2	0.0	20	25	20	15	0	0	0.0	107
211 Crone, Jackson	17	0.0	1	0.0	3	0	1	2	0	0	0.0	24
204 Cruse, Robert	25	0.0	0	0.0	25	0	8	15	0	0	0.0	73
206 Dean, Katherine	25	0.0	0	0.0	15	0	11	15	0	0	0.0	66
205 Dirie, Brett	25	0.0	2	0.0	25	0	14	15	0	0	0.0	81
012 Drozd, Phil	25	0.0	2	0.0	18	20	17	15	0	0	0.0	97
142 Dygert, Matt Theron	25	0.0	2	0.0	16	25	20	15	0	0	0.0	103
157 Gentner, Cheryl	25	0.0	2	0.0	24	25	20	15	0	0	0.0	111
150 Gentner, Marc	25	0.0	2	0.0	20	25	20	15	0	0	0.0	107
213 Giordano, Isabella	25	0.0	0	0.0	4	0	3	2	0	0	0.0	34
019 Girst, Jeff	25	0.0	2	0.0	21	0	15	15	0	0	0.0	78
207 Glass, Mark	0	0.0	0	0.0	0	0	1	0	0	0	0.0	1
167 Grube, Kellie	25	0.0	1	0.0	3	0	5	7	0	0	0.0	41 ⁶
210 Hauth, Tina	25	0.0	0	0.0	7	0	8	13	0	0	0.0	53
198 Hauth, Zach	25	0.0	2	0.0	23	12	14	15	0	0	0.0	91
209 Hines, Jeff	22	0.0	1	0.0	1	0	3	5	0	0	0.0	22 ¹⁰
070 Jozwiak, James	25	0.0	1	0.0	4	0	7	7	0	0	0.0	44 ¹⁹
123 Kaleta, Michael	21	0.0	0	0.0	5	0	2	3	0	0	0.0	21 ⁶
076 Klenk, David	0	0.0	0	0.0	0	0	1	0	0	0	0.0	1
179 Kupka, Jay J	25	0.0	2	0.0	13	12	12	15	0	0	0.0	79
110 Lightcap, Heather L	25	0.0	2	0.0	16	0	13	15	0	0	0.0	71
214 Marsh, Beth	16	0.0	0	0.0	2	0	2	2	0	0	0.0	22
202 McCabe, Casey	25	0.0	2	0.0	25	0	15	15	0	0	0.0	82
190 McCarty, Stanley	25	0.0	0	0.0	13	15	10	15	0	0	0.0	78
027 McGuire, Gary	25	0.0	2	0.0	20	0	13	15	0	0	0.0	75
143 O'Neil, Ann	25	0.0	2	0.0	14	15	10	14	0	0	0.0	80
164 Oatman, James P	25	0.0	2	0.0	18	25	20	15	0	0	0.0	105
Maximums:	25		20		25	25	20	15	25	20	0	

Springville Fire Department

Length of Service Awards Report (LOSAP)
Point Summary

01/01/2023 to 12/31/2023

Activity Counts Incident 776, Non-Incident 244, Training
0

Staff ID/Name	Fire	% Resc	% Sleep	Pos	Mtgs	Misc	TrngDrill	F/R	% Total				
208 Richert, Miranda	25	0.0	2	0.0	19	0	11	15	0	0	0	0.0	72
039 Schueler, Robert	25	0.0	1	0.0	17	0	14	15	0	0	0	0.0	72
040 Siminski, James	25	0.0	2	0.0	15	12	13	15	0	0	0	0.0	82
192 Skinner, Daimen	25	0.0	1	0.0	9	0	9	15	0	0	0	0.0	59
042 Smith, Paul	25	0.0	2	0.0	19	25	20	15	0	0	0	0.0	106
156 Tillinghast, Adam	25	0.0	1	0.0	10	15	11	15	0	0	0	0.0	77
199 Tuberdyke, Eric	25	0.0	0	0.0	19	25	20	15	0	0	0	0.0	104
212 Tuberdyke, Julia	2	0.0	0	0.0	5	0	0	6	0	0	0	0.0	13
200 Tuberdyke, Kelly	25	0.0	0	0.0	13	12	10	15	0	0	0	0.0	75
161 Uhteg, Daniel	25	0.0	1	0.0	15	15	20	15	0	0	0	0.0	91
057 Wells, Mike	25	0.0	2	0.0	23	12	14	15	0	0	0	0.0	91
178 Whitcomb, Justin	17	0.0	0	0.0	0	0	1	1	0	0	0	0.0	19
Totals:	995		50		605	352	503	527	0	0	0		3032
Maximums:	25		20		25	25	20	15	25	20	0		

Maximums: 25 20 25 25 20 15 25 20 0

INTERMUNICIPAL AGREEMENT

**BETWEEN
THE COUNTY OF ERIE
AND
VILLAGE OF SPRINGVILLE**

THIS AGREEMENT, entered into this ____ day of _____, 202_ between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with principal offices located at 95 Franklin Street, Buffalo, New York 14202, (hereinafter referred to as the "County") and the **VILLAGE OF SPRINGVILLE**, a municipal corporation of the State of New York, located at 5 W. Main St PO Box 17, Springville, New York 14141 (hereinafter referred to as the "Village").

WHEREAS, pursuant to Section 119-o, and 239-c of New York's General Municipal Law, and 7-741 of New York Village Law municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis including Planning functions, which may include, but not be limited to:

- (a) assistance with planning and land use functions;
- (b) use of geographic information systems;
- (c) infrastructure development;
- and
- (d) inter-municipal services delivery; and

WHEREAS, pursuant to Section 10.03.6, the Department of Environment and Planning is authorized to assist cities, towns, and villages within the county with planning; and

WHEREAS, in furtherance of its aforesaid governmental functions, the County desires to aid the Village with preparation of a Comprehensive Plan and Subdivision Regulation Update to reflect changes in the community. and to evaluate housing, recreation, and transportation needs; and

WHEREAS, the Village has applied for and been awarded funds from the County; and

WHEREAS, the Erie County Legislature allocated funding for this Agreement via resolution Comm. 23E-14 (2023) on December 21, 2023 and

WHEREAS, on _____, 202_, the Village of Springville adopted a resolution agreeing to accept the funding and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Village (collectively the "Parties") agree as follows:

1. **RECITALS**: The foregoing recitals are incorporated into the terms of this Agreement.
2. **SCOPE OF SERVICES**: The Town shall undertake a Comprehensive Plan and Subdivision Regulation Update, further described and incorporated herein as **Exhibit A**.

3. **TIME OF PERFORMANCE**: The term of this Agreement and the provisions herein shall continue for two (2) years from the date of the Agreement above.
4. **BUDGET**: The project budget is attached hereto and incorporated herein as **Exhibit B** of this Agreement. The County may require a more detailed budget breakdown than the one contained herein, and the Village shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to this budget must be approved in writing by both the County and the Village.
5. **PAYMENT and REPORTING**: It is expressly agreed and understood that in exchange for the services described herein, the total amount to be paid by the County to the Village under this Agreement shall not exceed \$50,000.00.
 - A. **Payment Requests**: Payments will be made on a reimbursement basis upon proof submitted by the Village for eligible expenses actually incurred by the Village.
 - B. **Final Payment Request**: The Village shall only receive final payment upon proof that Municipal Action has been taken regarding this Agreement. "Municipal Action" shall be constituted by approval and adoption of the final planning document by the municipal governing board. The Village shall certify that Municipal Action has been taken by submitting a final payment request with a certified resolution.
 - C. **Quarterly Reports**: The Village shall report to the County on a quarterly basis regarding project progress.
 - D. **Closeout Report**: The Village shall only receive final payment upon submittal of a closeout report detailing project accomplishments and outcomes. The Village shall submit the closeout report with the final payment request.
6. **INDEMNIFICATION**: To the fullest extent permitted by law, the Village shall indemnify, defend and hold harmless the County, its agents, employees, representatives and successors, against any and all claims, losses, damages and injuries including death, property damage, lawsuits or other disputes, arising out of any act or omission by any person or persons who are officials, professionals affiliated with or employees of the Village, or its agents, related to the activities described herein.
7. **INSURANCE**: During the term of this Contract, the Village agrees to procure and maintain insurance coverage naming the County as additional insured in the amounts and limits attached hereto and incorporated herein as **Exhibit C**.
8. **EXECUTORY**: This Agreement shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Agreement shall not be used for any purpose prohibited by law.

9. **RECORDS**: The Village shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Agreement. During the term of this Agreement and at any time within six (6) years thereafter, the Village shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Village, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Village pursuant to this Agreement.
10. **ASSIGNMENT and SUBCONTRACTS**: The Village shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Village shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Village that for the purposes of this Agreement, all services performed on an approved subcontract shall be deemed services performed by the Village and the Village shall insure that such subcontracted service is subject to the material terms and conditions of this Agreement.
11. **NOTICES**: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the VILLAGE:

Village Attorney
5 W. Main St PO Box 17
Springville, New York 14141

To the COUNTY:

Commissioner
Department of Environment and Planning
95 Franklin Street, Rm. 1012
Buffalo, NY 14202

with a copy to:

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

Or at any such other address of such person as the Parties may designate.

12. **INDEPENDENT CONTRACTOR**: It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this

Agreement and that the Village and any employees of the Village are not, nor shall they be deemed to be, employees of the County. Similarly, the County and any employees of the County are not, nor shall they be deemed to be, employees of the Village.

13. **COUNTY RECOGNITION:** The Village shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Village will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
14. **SEVERABILITY:** If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. **GOVERNING LAW:** This Agreement shall be governed by and constructed in accordance with the law of the State of New York.
16. **TERMINATION:** In the event of a breach or default by the Village of any of the terms and conditions of this Agreement, the County may terminate this Agreement on ten (10) days written notice to the Village and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Village of all or part of the funds granted to the Village under this Agreement.
17. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.
18. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersedes all prior written or oral agreements and understandings with respect to the rights granted herein.
19. **EQUAL PAY:** The Village shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit D** and made a part hereof. The Village shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Village, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Village's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Village is not qualified to participate in future County contracts.
20. **AMENDMENT:** This Agreement shall not be changed, amended or altered in anyway except in writing and executed by both Parties.

[The remainder of this page is intentionally left blank and signature pages to follow.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first written above.

COUNTY OF ERIE

VILLAGE OF SPRINGVILLE

By: _____
Mark C. Poloncarz/Lisa Chimera
County Executive/Deputy County Executive
Date:

Timothy Michaels
Mayor

APPROVED AS TO CONTENT

Daniel Castle, AICP
Commissioner, Erie County Department of
Environment and Planning

APPROVED AS TO FORM

RICHARD STANTON
Assistant County Attorney

Doc. No.: _____
Dated: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PROJECT BUDGET

Village of Springville

County Funding	\$50,000.
Local Match	\$10,000
Other Funds	\$0
Total Project Cost	\$60,000

EXHIBIT C
INSURANCE REQUIREMENTS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
 - A. Shall be made to the "County of Erie, 95 Franklin St. Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted.
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law — Use Applicable Certificates Below:

Workera Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

EXHIBIT D

ERIE COUNTY EQUAL PAY CERTIFICATION



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

Executive Order #13
Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

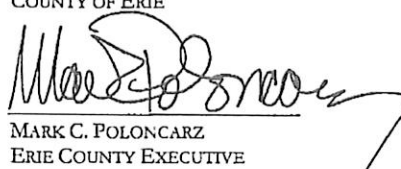
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.



COUNTY OF ERIE
BY: 
MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer)
_____, of _____, (Title of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

Notary Public

EXHIBIT E

MUNICIPAL RESOLUTION

January 8, 2024

Timothy Michaels, Mayor and Village Board of Trustees
5 West Main Street
PO Box 17
Springville, New York 14141

Re: Village of Springville Comprehensive Plan Update and Zoning Code ADUs
Subj: Proposal for Professional Services
File: P710.2204

Dear Mayor Michaels and Village Trustees,

Congratulations on receiving the Planning Grant from Erie County! Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for professional services to assist the Village of Springville with updating your existing municipal Comprehensive Plan (the "Plan") and incorporating provisions for accessory dwelling units (ADUs) into the Village's zoning code. Based upon discussions to date and your grant successful application, it is our understanding that the Plan is intended to be an update to your current Plan and address various zoning, land use, policy and preservation issues. We also understand that your existing Plan, dated 2014, includes recommendations for updating various zoning issues to encourage more mixed use in the Village center. The update to your 2014 Plan would continue to carry forward various zoning and infrastructure improvements to encourage mixed use urban centers, streetscape improvements, and preservation of existing buildings. Moreover, addressing ADUs in the zoning code will position the Village to participate in NYS residential development programming.

Outlined below are tasks that we propose to complete in support of updating your current Plan and drafting ADU regulations.

Scope of Service - Comprehensive Plan Update

Task #1: Project Kick-Off Workshop – B&L will facilitate a Project Kick-Off Workshop with the Comprehensive Plan Sub-Committee (the "Committee"). This meeting will include a review of the project scope, schedule, and deliverables. Those in attendance will also identify a list of relevant reports, studies, resolutions and other documents to be reviewed by the B&L Team beyond the existing Comprehensive Plan. B&L staff will facilitate a key issue brainstorming session with the Committee to inform them of the following tasks, beginning with the strategies and action items included in the existing Plan.

Task #2: Community Profile & Workshop #2 – B&L will gather the information necessary to complete an inventory update and analysis of the Village and to verify the information presented in the current Plan. This task will focus on information related to land use, economic development, utility systems, housing, transportation, and natural, cultural, and historic resources, and will consider current documentation and data in your existing Comprehensive Plan. The findings will be summarized in a draft Community Profile update document using



narrative, tables, graphics and maps. The Community Profile is intended to be an overview of relevant topics rather than an exhaustive, detailed study of existing conditions. The results of the draft Community Profile will be reviewed in-person with the Committee at Workshop #2.

Task #3: Updated Vision & Goal Framework & Workshop #3– B&L will draft an updated vision and goal framework based upon the information collected in previous tasks. This draft material will be presented and reviewed at Workshop #3. The Project Team will then make revisions to the preliminary vision, goals, and action items based upon Committee input received at the workshop.

Task #4: Preliminary Plan Update & Workshop #4 – B&L will prepare a preliminary Comprehensive Plan Update document. The content of the preliminary plan is contingent on the work completed in the previous tasks; it is anticipated that it will include some or all of the following elements:

- An introduction;
- A community profile and reference maps;
- A vision statement, goals, and action items;
- A future land use map or community development framework map with corresponding land use designations and recommendations; and,
- An implementation matrix or narrative.

The preliminary plan document will be provided to the Committee for their review and discussed at Workshop #4. B&L will complete revisions to the Plan based upon Committee input received at the workshop and prepare a Draft Comprehensive Plan document.

Task #5: Community Open House & Public Hearing – B&L will lead a public review of the Draft Plan document. This would typically include preparing for and facilitating an Open House and Public Hearing. The Open House provides local stakeholders an opportunity to meet with the Project Team and learn about the Plan in a non-confrontational setting. This task also includes facilitation of the first Public Hearing. The adoption of a Comprehensive Plan Update will require two (2) public hearings – one conducted by the Comprehensive Plan Sub-Committee before a second can be conducted by the Village Board. As a result, we propose that Committee Workshop #5 be a public hearing conducted at the conclusion of the Open House or an online alternative (if necessary) that complies with the NYS Public Meetings Law, as modified.

Task #6: SEQRA Compliance – B&L will assist the Village with the completion of forms and correspondence required as part of compliance with the State Environmental Quality Review Act (SEQRA). B&L will also assist the Village with the required referral to Erie County Environment & Planning. It is assumed that the Village Board will assume Lead Agency status.



Task #7: Final Plan & Adoption – Upon completion of Tasks 5 and 6, B&L will address any comments that have been provided and assemble the final Comprehensive Plan Update document. B&L will also facilitate the second Public Hearing (to be conducted at the Village Board level).

Scope of Service – Zoning Code Update for ADUs

Task #8: Zoning Code Update for ADUs – Upon completion of the Comprehensive Plan Update, and utilizing the public input and findings from the comprehensive planning process, B&L will assist the Village in addressing accessory dwelling units (ADUs) in its zoning code. This task will include a review of the existing zoning code and the drafting of new/modified language for permitted uses and bulk and dimensional requirements related to ADUs. B&L will provide drafted zoning code language to the Village attorney for review and incorporation into the overall zoning code document. This task will support the Village in the implementation of the Comprehensive Plan Update as well as enable the Village to leverage NYS guidance and programming related to housing development.

Fee Proposal

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Services in accordance with the attached terms and conditions for a lump sum fee of **Sixty Thousand Dollars (\$60,000)**.

<i>Comprehensive Plan Update (Tasks 1-7)</i>	<i>\$56,800</i>
<i>Zoning Code Update for ADUs (Task 8)</i>	<i>\$3,200</i>
Total	\$60,000

Technical Assumptions

In summary, the Scope of Services assumes the following:

- Assume project commencement and completion will occur within an 8-month period (for example, February 2024 thru September 2024), contingent on funding.
- Facilitation of up to five (5) one (1)-hour Comprehensive Plan Sub-Committee Workshops by B&L. These meetings are intended to be a dialogue between the B&L team and Comprehensive Plan Sub-Committee (assume 45 minutes of working discussion) with a public comment period (assume 15 minutes) at the end of each meeting. These meetings would be advertised and open to the public. Additional meetings can be scheduled at the Village's/Committee's request, and would be billed as an additional service.
- Facilitation of the two (2) required public hearings per NYS Village Law (Comprehensive Plan Sub-Committee and Village Board) by B&L.



- Assistance with all required SEQRA materials and procedures for a Type 1 Action for SEQRA Action (Environmental Impact Statement not included, nor anticipated to be needed) by B&L. No coordinated review necessary.
- The Comprehensive Plan Sub-Committee will be responsible for distributing meeting notices and any advertising that is deemed appropriate or necessary.
- The Comprehensive Plan Sub-Committee will designate a single point of contact to communicate project related information to B&L team members.
- The Comprehensive Plan Sub-Committee will provide a single set of comments on all draft materials. B&L will make one (1) round of edits as appropriate for each deliverable.
- B&L will provide a digital version of the final Comprehensive Plan Update document and up to three (3) printed copies.
- The Village attorney will be responsible for reviewing the drafted zoning code language related to ADUs and incorporating it into the overall zoning code document.

If additional services are required or requested beyond the Scope of Service outlined herein, we will prepare a supplemental proposal at that time for consideration/authorization by the Village Board.

Our services can commence upon receipt of authorization from the Village of Springville. Following your review and concurrence with this proposal, we have provided for countersignature approval below. We trust you will find this proposal acceptable and look forward to working with you on the successful completion of this Plan update. If you have any questions, please feel free to contact Keith Ewald or me at (315) 457-5200.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Kenneth M. Knutsen, P.E.
Senior Vice President

Keith F. Ewald, AICP, RLA
Senior Managing Landscape Architect

GED/jjb
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Village of Springville to proceed with the services described herein in accordance with the attached Terms and Conditions.

Timothy Michaels, Mayor
Village of Springville

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed, plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Springville-Griffith Institute Central School District
267 Newman Street
Springville, New York 14141

723
approved by
the BOE
on 1/9/24

INTERMUNICIPAL SCHOOL BUS RENTAL AGREEMENT WITH THE VILLAGE OF SPRINGVILLE

This Agreement is made effective the 16th day of January 2024, between Springville-Griffith Institute Central School District, 267 Newman Street, Springville, New York 14141 (District) as Lessor and Village of Springville, 5 West Main Street, Springville, New York 14141 (Village) as Lessee.

Whereas, Springville-Griffith Institute Central School District School Board (“Board”) Policy 5710 authorizes, “Upon formal application to and approval by the Board of Education, the rental or lease of District buses to a municipal corporation...”

Whereas, the Village is a municipal corporation and has submitted an application to the Board for the rental or lease of District school buses (“buses”) to be used in emergency or extreme situations, consistent with the terms and conditions outlined in this Agreement.

Whereas, on January 9, 2024, the Board approved the lease/rental of District buses in emergency or extreme situations consistent pursuant to the terms and conditions outlined in this Agreement.

Therefore, the District and Village agree to the terms as follows:

1. Buses. In the event of an extreme condition or emergency (e.g. Fire, Flood, Extreme Weather Event) within the territorial boundaries of the Village, the District shall

make one or more buses available, to the extent the buses are not necessary or needed by the District to transport students, to the Village for the purpose of assisting in addressing the extreme condition or emergency within the Village.

2. In the event an extreme condition or emergency arises that requires the utilization of one or more District buses, a representative of the Village shall immediately contact the Superintendent of Schools or his/her designee to express the need to the District. The Superintendent or his/her designee shall be vested with the sole ability and discretion to determine if buses are available to be utilize, the number of buses that may be utilized by the Village, and the duration of time that the buses are available for use by the Village.

3. **Drivers:** Consistent with Board Policy 5710, in the event one or more school buses are needed by the Village and available to the Village, a District employed bus driver shall be utilized to drive each bus. The Superintendent or his/her designee shall arrange for the driver(s) to be utilized.

4. **Rental/Lease Charge:** Consistent with Board Policy 5710, the Village shall be responsible for the full costs of the rental, inclusive of the wages paid to the driver(s) and a reasonable hourly rate for the Village's use of each bus to be determined by the District, to be set at the established and normal and usual rate at the time of the Village's use, not to exceed two hundred dollars (\$200.00) per hour. Within thirty (30) days after the rental by the Village, the District shall submit an invoice to the Village for the driver's wages and reasonable costs and expenses for the rental of the buses, and the Village shall remit payment to the District within thirty (30) days of receipt of the invoice.

5. **Liability for Vehicles.** The Village shall be fully responsible for any intentional and/or avoidable damage to any vehicle rented under this Agreement however the cause of which is attributed solely to the Village's usage which the District demonstrates by compelling evidence; provided, however, the Village shall not be responsible for resulting damage and/or required repair in the case of a breakdown of any vehicle.

6. **Insurance.** The Village shall provide insurance coverage, and proof of insurance, as provided below and all such insurance shall name Springville-Griffith Institute Central School District as an additional insured:

- (a) comprehensive general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate
- (b) automobile liability insurance with limits of \$1,000,000 each accident and underinsured motorists' coverage of \$1,000,000 and personal injury protection of \$150,000
- (c) comprehensive and collision coverage with respect to buses for the full value of the buses and with a maximum deductible of \$ 1,000
- (d) The full cost of all such insurance shall be borne by the Village.

7. **Indemnity and Hold Harmless:** Except as provided above, the Village shall indemnify and hold harmless the District, its Board Members, Officers, Directors, Employees, and Volunteers from and against any claim, liability, loss, damage, and expense, including attorneys' fees and court costs, which may arise out of or be incurred as a result of the Village's rental, use, or possession of any bus rented hereunder. This

indemnification and hold harmless includes, but is not limited to, claims, liability, loss, damage, expense, attorneys' fees and court costs and any such related item, attributable to any breach of this agreement or any rental, use, or possession of any bus, including, but not limited to, bodily injury, sickness, disease, death, property damage, including damage to any property of a third party or property of the District, which arise out of or are connected with, or claimed to be caused by or to arise out of or to be connected with the Village's Rental, Use, or Possession of any vehicle pursuant to this Agreement and regardless of whether by any affirmative act or omission by the Village or any of its agents, servants, consultants, employees, or offices or elected office holders. The provisions of this Paragraph shall survive any termination of this Agreement.

8. **Failure, Delay or Waiver.** No failure of District to require, and no delay by District and no failure by Village to provide, compliance with any provision of this Agreement shall constitute a waiver of any requirement, including, but not limited to, the requirements for insurance provided in paragraph 6 above.

9. **Priority Use Issues.** If for any reason whatsoever, District determines that it is unable to provide a bus at any time because of the need to transport school students or for other needs of District, District shall have no obligation whatsoever to provide a vehicle at such time and date to the Village, and District shall have no liability to the Village irrespective of any consequence to the Village.

10. **Termination:** Either the District or Village may terminate this Agreement for any reason whatsoever or no reason at all with fifteen (15) days written notice to the other.

11. This agreement shall be governed by the laws of the State of New York, and the parties hereto consent to the exclusive jurisdiction of State Courts located within the

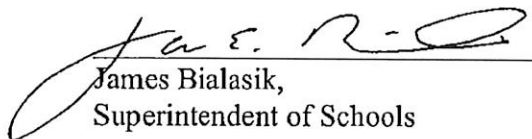
State of New York for the purposes of any dispute or proceeding arising out of this agreement.

12. **Signatures.** This Agreement may be executed by facsimile or electronic copy and/or in any number of counterparts, each of which when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument.

13. **IN WITNESS WHEREOF,** authorized representatives of the parties hereto have executed this Agreement effective the day and year first above written.

AGREED TO FOR THE DISTRICT:

AGREED TO FOR THE VILLAGE:


James Bialasik,
Superintendent of Schools

Timothy Michaels,
Mayor, Village of Springville

01/10/2024

Dated

Dated

VILLAGE OF SPRINGVILLE
DEPARTMENT OF PUBLIC WORKS
Duane Boberg
Superintendent of Public Works
Superintendent Report for January 16, 2024

ATTACHMENT NO. A4
AGENDA DATE 1/16/24

Resolution: to send out annual bids for Tree Trimming, Sodium Fluoride, PAC, Sodium Hypochlorite, Spooled wire, Sidewalks.

Had a few downed trees (two) electrical services and a lot of branches down last week. DPW workers did a great job getting everything up and running and cleaned up.

VILLAGE OF SPRINGVILLE
January 16, 2024
Page 1
PERMITS AND APPLICATIONS

Building applications received by the CEO Baker, Planning Board, Zoning Board of Appeal and Historic Preservation Commission as follows:

Minutes of the Planning Board meeting on December 26, 2023. **CA.1**

Minutes of the Historic Preservation Commission on September 11, 2023. **CA.2**

Minutes of the Historic Preservation Commission on October 23, 2023. **CA.3**

PROJECT: 0000010437 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC
PROPERTY: 35 COLONIAL DR
ISSUED DATE: 12/26/2023
ISSUED TO: AUDIO VIDEO TECH
5427 OAKWOOD DRIVE
N TONAWANDA, NY 14120

PROJECT: 0000010438 - RESIDENTIAL ALT-WHOLE HOUSE TYPE: RESIDENTIAL
PROPERTY: 81 CHESTNUT ST ALTERATION
ISSUED DATE: 12/28/2023
ISSUED TO: KIELAR, STEPHEN
5008 MT VERNON
HAMBURG, NY 14075

PROJECT: 0000010439 - NONRES NONSTRUCTURAL TYPE: NONRES
PROPERTY: 224 E MAIN ST NONSTRUCTURAL
ISSUED DATE: 1/05/2024
ISSUED TO: RP OAK HILL BUILDING COMPANY
3556 LAKESHORE RD SUITE 620
BUFFALO, NY 14219

**VILLAGE OF SPRINGVILLE
PLANNING BOARD MINUTES**

December 26, 2023

7:00 P.M.

A meeting of the Planning Board of the Village of Springville was held at the Village Municipal Building, 65 Franklin Street, Springville, New York at the above date and time. Present were:

Chairman:	Bob Muhlbauer
Members:	Ed Young
	Greg Keyser
	Devin Kowalske
	Tim Shriver (absent)
Building Inspector/ CEO:	John Baker
Clerk:	Kellie Grube
Also Present:	Terry Skelton, Trustee
	Matthew Retzlaff
	Valerie Retzlaff

After the Pledge to Allegiance, Chairman Muhlbauer called the meeting to order at 7:01 pm.

Tonight on the agenda the Planning Board is addressing the following Public Hearings:

An Application for #10184, for Special Exception approval, located at 227 West Main Street, Springville, NY, SBL 335.15-8-19.2, Historic B-1 District, Matthew and Valerie Retzlaff.

Chairman Muhlbauer asked Mr. and Mrs. Retzlaff to come up and explain their Special Exception request. The Retzlaff's stated that they would like to propose a change in the zoning percentage of their building.

The current zoning is 70% commercial (front) and 30% residential (rear apartment). The Retzlaff's would like to propose that this percentage be flipped and the residential be 70% and the commercial be 30%. They stated that the rear apartment was existing and no changes have been made to the layout, electrical or plumbing other than cosmetic updates. This area is approximately 600 square feet and contains a full bath, two bedrooms, living space as well as an efficiency kitchen. The space was most recently a commercial retail space. One notable update is an addition of another kitchen where the electrical was updated to code. It was noted that there will have to be an inspection by the Board of Fire Underwriters for the new electrical that will have to be filed with the Village office. Also, the applicants acknowledged that when they

originally bought the building they had every intention of using some of the space for retail. After doing some research for this area they do not feel that there is a good market here for Mr. Retzlaff's art gallery and retail. What they did feel that the area needed was more inns and/or overnight accommodations. Ms. Retzlaff thought that it would be nice to be able to share their train depot with the public. The inn is ready now for rental but they acknowledge that there is additional permitting that they have to submit with Building Inspector/ CEO John Baker as well as annual fire inspections of the property. Lastly, Ms. Retzlaff said that they are thoughtful for the future use of the building and their layout allows for an easy transition back to retail or other commercial use.

Next, Member Greg Keyser made the motion to declare the SEQR a Type II, Unlisted Action, and a Negative Declaration. Seconded by Member Devin Kowalske, all in favor, none opposed.

Chairman Muhlbauer asked for a motion to approve this application as presented. Member Greg Keyser made the motion, seconded by Member Ed Young, all in favor, none opposed.

The vote went as follows:

- | | |
|-------------------------|---------------|
| • <i>Bob Muhlbauer</i> | <i>aye</i> |
| • <i>Greg Keyser</i> | <i>aye</i> |
| • <i>Ed Young</i> | <i>aye</i> |
| • <i>Devin Kowalske</i> | <i>aye</i> |
| • <i>Tim Shriver</i> | <i>absent</i> |

Application #10184 approved without stipulations.

Next, Chairman Muhlbauer asked if there was anything else that the Members wanted to discuss this evening. There was a question regarding the appropriate zoning for a new business office that may have been set up. Also it was mentioned that at this time there has been no new developments with the Dygert property and it will not be discussed this evening. The Members discussed the need for the Code to be updated in some areas to accommodate the changes and additions of new items that have been increasingly popping up, as an example, the need to update the Code for Air B & B's and the likes. The need to update for accessory buildings and tiny homes was also mentioned. The Board all agreed to do some research on these items for future discussion and decisions.

Lastly, Chairman Muhlbauer asked for a motion to approve the minutes from the September 26, 2023 Planning Board meeting. Member Ed Young made the motion, seconded by Member Devin Kowalske. All in favor, none opposed.

Page 3
Planning Board Meeting
December 26, 2023

With nothing else on the agenda this evening, Chairman asked for a motion at 7:37 pm to adjourn the meeting. Member Ed Young made the motion, seconded by Member Devin Kowalske. All in favor, none opposed.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Kellie Grube".

Kellie Grube

Village of Springville
Historic Preservation Commission

September 11, 2023 7:00 pm

A meeting of the Historic Preservation Commission of the Village of Springville was held at the Municipal Building, 65 Franklin Street, Springville, New York at the above date and time. Present were:

Members: Bill Skura Chairman
Helen Brogan
Don Orton
John Baronich-Vice Chairman
Eric Tuberdyke- absent

Also present: Joseph Fafallo – 33-37 E. Main St
Liesle Neureuther – 33-37 E. Main St
Teri L. Stearns – Salem Lutheran

Clerk: Jennifer Blumenstein-absent

After the Pledge of Allegiance, Chairman Skura called the meeting to order at 6:55 p.m.

Chairman Bill Skura asked for a motion to approve the minutes from the Aug 14, 2023 meeting.

Don Orton made the motion to approve the minutes, seconded by John Baronich. All in favor, none opposed.

A Certificate of Appropriateness came before the Board from Salem Lutheran Church from 91 W. Main Street. The project includes installing an Amish shed 10' x 14' to be used for the preschool. Shed will be placed near the dumpster.

John Baronich made the motion to approve the application as presented. Seconded by Helen Brogan. All in favor, none opposed.

A Certificate of Appropriateness came before the Board from Liesle Neureuther from 33-37 E. Main Street. She is looking to redo the facade along with new windows and fix the foundation. Bammel Architects did the design as part of Erie County Store Front grant. Architect drawing was in the application showing the proposed changes.

Helen Brogan made the motion to approve the application as presented, seconded by Don Orton. All in favor, none opposed.

The board made one change to the proposed Mural Guidelines draft. The change was to g. removing the word "permitted" and replacing with "painted directly". They are waiting on the Village Board for changes to the Public Arts Policy before they can finalize their Mural Guidelines.

Don Orton made the motion to adjourn at 7:40 pm, seconded by John Baronich. All in favor, none opposed.

Respectfully Submitted,

Liz Melock for
Jennifer Blumenstein

*Village of Springville
Historic Preservation Commission*

Rescheduled from 10/10/23

October 23, 2023 7:00 pm

A meeting of the Historic Preservation Commission of the Village of Springville was held at the Municipal Building, 65 Franklin Street, Springville, New York at the above date and time. Present were:

Members: Bill Skura Chairman
Helen Brogan
Don Orton-absent
John Baronich-Vice Chairman
Eric Tuburdyke

Also present: Reed Braman
Kevin Buncy
Joe Lowry

Clerk: Jennifer Blumenstein

After the Pledge of Allegiance, Chairman Skura called the meeting to order at 7:00p.m.

A Certificate of Appropriateness came before the Board Kevin Buncy from 45 E. Main Street. Kevin is looking to paint the front facade of 45 E. Main Street store front, including entry door and upper windows.

During the discussion, Kevin was asked what he will be doing about the aluminum trim piece which is above the windows. Kevin said he was unsure but would like to explore removing the aluminum during the painting process.

John Baronich made the motion to approve the application as presented with the addition of removal of the aluminum trim if desired. Seconded by Eric Tuburdyke. All in favor, none opposed.

The second Certificate of Appropriateness that came before the Board was from Joe Lowry from 69 E. Main Street. Joe Lowry presented an application to reconstruct the Main Street Façade of the building located at 69 E. Main Street.

The application that was presented had (2) two options A & B with drawings. Joe stated that he would prefer option B and that he was not going to be using grant monies for this project due to time constrictions. He just wants to make Main Street look good and does not want to be held up so he will be funding the project with his own money.

During the discussion, Joe presented (2) other options C & D which were not in the presented application.

After some discussion about how he wanted to return the windows to the original size and add transoms which were not present in the original options A & B, the Board reviewed the additional options which would make the windows taller and add transoms to the structure with wood columns.

Helen Brogan made the motion to move ahead with Option D as presented, but to keep the board apprised of any updates such as colors and actual window sizes. Seconded by Eric Tuburdyke. All in favor, none opposed.

October 23, 2023

Page (2)

Reed Braman informed the board that two (2) members of the Village Board will be reviewing the Public Art Policy. Mayor Timothy Michaels and Reed Brayman will do the review and have information for the Historic Preservation Board at the November 13, 2023 meeting.

Reed Braman informed the Board that the Historic property at 206 Elk Street is being considered for a subdivision with about 82 homes and some multi family dwellings. This is in the beginning stages and he will keep us informed.

John Baronich informed the board that he will not be at the November 13, 2023 meeting.

John Baronich made the motion to adjourn at 7:45 pm, seconded by Eric Tuburdyke. All in favor, none opposed.

Respectfully Submitted,

Jennifer Blumenstein