

VILLAGE OF SPRINGVILLE
2024 MINUTES

REORGANIZATIONAL MEETING

April 1, 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 Mary Padasak
Village Administrator	Liz Melock
Police Officer in Charge	Nicholas Budney
Code Enforcement Officer	John Baker
Village Attorney	Paul Weiss
Deputy Clerk	Holly Murtiff
Also Attending	See attached pages 1-6
Absent	Duane Boberg, DPW Superintendent

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

At this time the newly elected officials were sworn in as follows.

1. Swearing In
Trustee Jessica Schuster sworn in by the Honorable Gary Wilson, Jr. of Buffalo City Court.

Trustee Russel Belscher sworn in by Village of Springville Administrator Liz Melock.

Village Justice sworn in by Village of Springville Administrator Liz Melock for a term of 4/1/24 – 3/30/28.
2. Minutes
Minutes of the Regular Meeting of March 18, 2024, were as written, by motion of Trustee Schuster, seconded by Trustee Buncy; carried, Mayor Michaels, Trustees Schuster, Buncy, Belscher and Padasak voting yes, none opposed.
3. Public Comment
The following persons addressed the Mayor and Trustees
Jean Kamats (by letter) -retain Liz Melock as Administrator
Bill Krebs (former Mayor) -retain Liz Melock
Reed Braman (former Trustee) -advise to the new Board
Terry Skelton (former Deputy Mayor) -retain Liz Melock
Chris Cerrone -misinformation and plans for moving forward

Mary Carol Dearing	-misinformation and positive things for the future of Springville
J.M. Jewett President of the Erie Co. Volunteer Firemens Assoc.	-the value and necessity of the Springville area Control Center
Todd Catalano (Village of Springville Disaster Coordinator)	-retain Liz Melock and the value and necessity of the Springville area Control Center
Devin Kowalske	-remove Liz Melock
Nils Wikman (former Trustee)	-future of SPD & ECSO and retain Liz Melock
Janine Caimano	-the value and necessity of of the Springville area Control Center and the troubles with the Revitalize Springville Party
Julie Francisco	-misinformation within the Village of Springville
Alison Duwe	-Thank you to all emergency Personnel and support is needed for the Village of Springville Board members
Marc Gentner (SVFD Chief)	-retain Liz Melock and why the SPD, SVFD and ECSO were not asked about not reappointing her as well as the importance of the Springville Area Control Center
Deny Dains	-rumors regarding not reappointing Liz Melock as Administrator and rumors regarding disbanding the SPD and ECSO in the Village
Doug Grube	- misinformation and rumors circulating in the Village
David Dains	-congrats to the new Board members and questions regarding the purchase of the 2-2006 firetrucks

4. Annual
Organization

MAYORS APPOINTMENTS 2024-2025

Motion was made by Trustee Buncy, seconded by Mayor Michaels; Mayor Michaels, Trustees Belscher voting yes, Trustees Buncy, Padasak and Schuster voting no, to confirming the appointment by Mayor Michaels of Elizabeth Melock as the Village Administrator Clerk/Treasurer for a two year term effective April 1, 2024 to April 6, 2026. Administrator Melock is not reappointed to her position.

Mayor Michaels makes the one year appointment of Russel Belscher to the position of Deputy Mayor pursuant to Village Law §400 (a)(h).

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to confirming the appointment by Mayor Michaels of the following duties for one year appointments effective for the term April 1, 2024 to April 7, 2025;

Natural Disaster Coordinator	Todd Catalano
Village Attorney	Paul Weiss
Associate Justice	Jeffrey Markello
Village Prosecutor	Paul Weiss
Village Historian	Jolene Hawkins

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed confirming the appointment by Mayor Michaels of the following Liaison Duties for one year appointments effective for the term April 1, 2024 to April 7, 2025;

Employee Matters	Russel Belscher
Fire Department	Timothy Michaels
NEST	Jessica Schuster
Springville Youth Incorporated	Mary Padasak
Safety Committee	Lindsay Buncy
Southtowns Planning and Dev. Group	Jessica Schuster
Southtowns Scenic Byway	Lindsay Buncy
Health Insurance Committee	Timothy Michaels
Erie County Water Quality Committee	Mary Padasak
Erie County Sheriff's Department	Timothy Michaels
Zoning Board	Russel Belscher
Planning Boards	Russel Belscher
Historic Preservation Commission	Jessica Schuster
Friends of Erie/Catt Rail Trail	Mary Padasak
Hulbert Library	Lindsay Buncy

Motion of Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Buncy and Belscher and voting yes, none opposed, naming the *Springville Journal* as the official newspaper of the Village of Springville.

Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed, confirming the appointment by Mayor Michaels of Holly Murtiff as Deputy Clerk for the Village of Springville, for the term April 1, 2024 to April 7, 2025.

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed, confirming the appointment by Mayor Michaels of Maura West as Deputy Treasurer for the Village of Springville for the term April 1, 2024 to April 7, 2025.

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

membership in and attendance at the following meetings, and payment of actual and necessary expenses thereof for the following:

Annual Conference of Mayors (NYCOM)
Annual Municipal Electric Utilities Associates (MEUA) of New York State
Annual New York Municipal Power Agency (NYMPA)

Scheduled Meetings of:

American Public Power Association
American Public Works Association
American Water Works Association
Association of Erie County Governments
Association of Erie County Highway Superintendents
Erie County Village Officials Association
Erie County Village Superintendents
Erie County Water Quality Committee
Erie/Cattaraugus Rails to Trails
Friends of Erie/Cattaraugus Rail Trail
Governmental Finance Officers Association of New York State
IEEP (Independent Energy Efficiency Program)
LEWPA (Lake Erie Watershed Protection Alliance)
Municipal Administrative Officers Association of Erie County
Municipal Finance Officers Association
National Trust Main Street
NY Rural Water
NYS City/County Management Association
New York State Association of City and Village Clerks
Niagara Frontier Building Officials Association
Northeast-Southtowns Solid Waste Management Board (NEST)
Organization of Public Employer Negotiators (OPEN)
Southern Tier Trail
Preservation League of NYS
Southtowns Planning and Development Group
Southern Tier West Local Government Annual Conference
Southtowns Rural Preservation Co., Inc. (NYS Rural Preservation Program)
Western New York Southtowns Scenic Byway Committee

Other reasonable meetings of the Water Works Association, MEUA, NYMPA or Mayor's Conference.

Motion was made by Trustee Schuster, seconded by Trustee Belscher; carried, Mayor Michaels, Trustees Schuster, Belscher, Buncy and Padasak voting yes, none opposed, adopting the ***VILLAGE BOARD OF TRUSTEES MEETING SCHEDULE*** for the remainder of the year through May 31, 2025, fiscal year, as follows:

June 3, 2024	June 17, 2024
July 15, 2024	August 12, 2024
September 16, 2024	October 7, 2024
October 21, 2024	November 4, 2024
November 18, 2024	December 2, 2024

December 16, 2024	January 6, 2025
January 21, 2025 * *(Tuesday, MLK holiday)	February 3, 2025
February 18, 2025 *(Tuesday, President's Day holiday)	March 3, 2025
March 17, 2025	April 7, 2025
April 21, 2025	May 5, 2025
May 19, 2025	

In addition to the above regularly scheduled meetings, Special Meetings will be scheduled as needed, along with Joint Village Board/Town Council Meetings, Budget Work Meetings, Union Negotiations and Committee Assignment Meetings.

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed, scheduling Village Board Meetings for the June 1, 2024 to May 31, 2025 fiscal year at 7:00 PM. at 65 Franklin Street, Springville, New York.

Motion was made by Trustee Schuster, seconded by Trustee Padasak, and carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed, confirming the appointment by the Board of Trustees of Greg Keyser as a Planning Board member for a five (5) year term (2029).

Motion was made by Trustee Schuster, seconded by Trustee Buncy, and carried, Mayor Michaels, Trustees Schuster, Buncy, Belscher and Padasak voting yes, none opposed, confirming the appointment by the Board of Trustees of Kimberly Krzemien to the Zoning Board of Appeals as a member for five (5) year term (2029).

Motion was made by Trustee Schuster, seconded by Trustee Padasak, and carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed, confirming the appointment by the Board of Trustees of John Baronich to the Historic Preservation Commission as Vice Chairman for a one (1) year term (2025).

Motion was made by Trustee Schuster, seconded by Trustee Padasak; Mayor Michaels and Trustee Belscher voting no, Trustees Schuster, Buncy and Padasak voting to tabling the appointment by the Board of Trustees of Helen Brogan to the Historic Preservation Commission as member for a four (4) year term (2028). This appointment is tabled until April 15, 2024.

Motion was made by Mayor Michaels, seconded by Trustee Belscher; Mayor Michaels and Trustee Belscher voting no, Trustees Schuster, Buncy and Padasak voting yes, to tabling the appointment by the Board of Trustees of Kelly Baker to the Historic Preservation Commission as member for a two (2) year term (2026) effective May 1, 2024. This appointment is tabled until April 15, 2024.

Motion was made by Trustee Padasak, seconded by Trustee Schuster, and carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed,

confirming the appointment by the Board of Trustees of William Skura to the Historic Preservation Commission as Chairman for a one (1) year term (2025).

Resolution was adopted by motion of Trustee Schuster, seconded by Trustee Buncy; carried, Mayor Michaels, Trustees Schuster, Buncy, Padasak and Belscher voting yes, none opposed, to use Town of Concord Tax Assessment Roll so far as practicable for Village of Springville tax purposes.

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to confirming the labor and litigation rate of \$200 for Paul Weiss, Village Attorney.

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed confirming the appointment of Mayor Michaels as Affirmative Action Officer for the Village of Springville.

Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed confirming the appointment of Mayor Michaels as ADA Compliance Officer for the Village of Springville.

Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Buncy and Belscher voting, yes, none opposed appointing Mayor Timothy Michaels and Trustee Russel Belscher, as the discrimination/harassment committee for the Village of Springville.

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Buncy and Belscher voting yes, none opposed to reimbursing mileage at 67 cents a mile.

Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Buncy and Belscher voting yes, none opposed to the continued use of the Village of Springville Investment Policy.

Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed to continued use of the Village of Springville Procurement Policy.

Motion was made by Trustee Schuster, seconded by Trustee Buncy; carried, Mayor Michaels, Trustees Schuster, Buncy, Belscher and Padasak voting yes, none opposed to the continued use of the Village of Springville Pandemic Operation Plan.

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to the following appointments to the Village of Springville Tree Committee.

Mayor Timothy Michaels
Devin Kowalske, Planning Board Member
Superintendent Duane Boberg
John Baker, Code Enforcement

Motion was made by Trustee Schuster, seconded by Trustee Padasak; Mayor Michaels and Trustee Belscher voting no, Trustees Schuster, Padasak and Buncy voting yes to the addition of Greg Keyser and Alison Duwe to the Comprehensive Plan Steering Committee. The additions are passed.

DEPARTMENT REPORTS

ADMINISTRATOR REPORT *read by Mayor Tim Michaels*

5. N. Central Transformer Bond Resolution
Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to declaring the Village of Springville as the Lead Agency for the Bond Resolution for the N. Central transformer.

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to approving the SEQR and declaring a negative declaration for the N. Central transformer. **04012024 A.2**

Motion was made by Trustee Schuster, seconded by Trustee Buncy; carried, Mayor Michaels, Trustees Schuster, Buncy, Belscher and Padasak voting yes, none opposed to approving the bond resolution for the N. Central transformer. **04012024 A.3**

Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to award the Bid for N. Central Transformer to RE Uptegraff via their representative Genergy Corporation in the amount of \$576,964 per recommendation from S&S Engineering. **04012024 A.4**
6. JCAP Budget Adjustment
Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to modify budget for JCAP grant received in the amount of \$5,835.41 for court items. Increase Revenue line 3089- State Aid Other and increase Court Equipment 1130-200 by \$5835.41.
7. Alpine Software
Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to authorize the Mayor to sign Software Agreement with Alpine Software for the Volunteer Fire Department Software to track EMS, calls, LOSAP for the volunteers. Three quotes were obtained and the software was compared by the Fire Chief and EMS Chief. Annual cost of the software is \$7,993. **04012024 A.5**
8. BCH Letter of Support
Motion was made by Trustee Schuster, seconded by Trustee Belscher; carried, Mayor Michaels, Trustees Schuster, Belscher, Buncy and Padasak voting yes, none opposed to Authorize the Mayor to sign a support letter for Bertrand Chaffee Hospital Grant for EPIC HER system. Grant letter was signed and submitted already as grant application was due before board meeting.

April 1, 2024

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Mayor Michaels took a moment to remind everyone of the following;

- Any unpaid water and sewer and lawn mowing balances after April 22nd will be relieved onto the Village taxes for the June 1, 2024 bill. Any accounts left unpaid after that will be relieved onto the Village tax bill for June 1st.

SUPERINTENDENT REPORT

There was no Superintendent report this evening.

POLICE DEPARTMENT

Officer in Charge Budney updated the Board on the following;

- SPD March 2024 report
- ECSO March 2024 report

9. Resignation Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed to accept the resignation of Paul Randall, part-time officer from the Springville Police Department with regrets. His last day will be April 7, 2024

FIRE DEPARTMENT

Fire Chief Gentner read the Fire report outlining the following;

- Equipment
- Training
- Activity

CODE ENFORCEMENT

CEO Baker updated everyone on the following;

- 426 E. Main Street
 - 4/2/24 upcoming court date
- Dygert farm
 - New proposal is forthcoming

CONTROL CENTER

The Control Center report for March 2024 was read by Mayor Michaels;

- Personnel
- Equipment
- Calls

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 #294 through #308 of 2023/2024, total of \$155,081.65 for the General, Water/Sewer, Electric, Trust and Agency Funds by motion of Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed.

PERMITS AND APPLICATIONS

Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Buncy and Belscher voting yes, none opposed to accepting the permits and applications below.

PROJECT: 0000010481 - SHEDS, UP TO 144 SQ.FT. TYPE: SHEDS
PROPERTY: 44 HILLTOP DR
ISSUED DATE: 3/14/2024
ISSUED TO: TAYLOR, PHILIP
44 HILLTOP DR
SPRINGVILLE, NY 14141

PROJECT: 0000010482 - FENCES TYPE: FENCES
PROPERTY: 112 ELM ST
ISSUED DATE: 3/15/2024
ISSUED TO: KLEIN, KRISTINE
112 ELM ST
SPRINGVILLE, NY 14141

PROJECT: 0000010483 - SWIMMING POOLS TYPE: SWIMMING
PROPERTY: 228 NEWMAN ST POOLS
ISSUED DATE: 3/15/2024
ISSUED TO: MYERS, JAMES JR
228 NEWMAN ST
SPRINGVILLE, NY 14141

PROJECT: 0000010484 - ROOFING TYPE: ROOF
PROPERTY: 270 W MAIN ST
ISSUED DATE: 3/20/2024
ISSUED TO: SPRINGVILLE COMMERCIAL LEASING
P.O. BOX 137
SPRINGVILLE, NY 14141

PROJECT: 0000010485 - NONRES NONSTRUCTURAL TYPE: NONRES
PROPERTY: 689 E MAIN ST NONSTRUCTURAL
ISSUED DATE: 3/21/2024
ISSUED TO: BEEBE, REBECCA
6222 E ARCADE ROAD
ARCADE, NY 14009

April 1, 2024
Page (10)

PROJECT: 0000010486 - LICENSES-PAGEANT OF BANDS TYPE:
PROPERTY: 267 NEWMAN ST MS LICENSES
ISSUED DATE: 3/21/2024
ISSUED TO: SPRINGVILLE GI HIGH SCHOOL
290 N BUFFALO ST
SPRINGVILLE, NY 14141

PROJECT: 0000010487 - RESIDENTIAL DEMO TYPE:
PROPERTY: 85 EATON ST RESIDENTIAL
ISSUED DATE: 3/22/2024 DEMO
ISSUED TO: BRAMER, CINDY
91 EATON ST.
SPRINGVILLE, NY 14141

VILLAGE ATTORNEY NOTES

Attorney Paul Weiss thanked everyone for their continued support and for his reappointment.

TRUSTEE NOTES

Trustee Padasak welcomed the new trustees on board and hopes that they can all spend some one on one time to get better acquainted.

Trustee Schuster gave her congratulations to fellow Trustee Belscher and thanked everyone for their support in the recent election. Trustee Schuster also discussed the following items;

- Her desire to meet with all division heads
- A comprehensive street list
- WWTP projects and grant opportunities
- Garden Club and the gateway signs

Trustee Belscher welcomed fellow Trustee Schuster to the Board and vowed that he will strive to do the best job he can.

Trustee Buncy had nothing to report this evening.

TREE COMMITTEE REPORT

There was no Tree Committee report this evening.

10. Adjourn Motion was made by Trustee Schuster, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Schuster, Padasak, Belscher and Buncy voting yes, none opposed to adjourn the Regular Session at 8:41 pm.

Respectfully submitted,



Holly Murtiff
Deputy Clerk

VILLAGE BOARD MEETING

04012024 A.1

Village of Springville

Date:

4/1/24

PLEASE SIGN IN

PRINT NAME

ADDRESS

Janine Calmano

67 East Ave

Nancy Warner

" " "

TERRY SKELTON

21 WOODWARD AVE

Barb Belscher

565 North St

Kelly Baker

147 Elk St.

DEWIDIS DAVIS

126 EAST AVE

Susan Michaels

346 N. Buffalo

Colleen O'Rourke

3726 Marlowe

Donna Catalano

12950 Joshua Dr.

Deb Smith

12169 Savage Rd

Lynn Rogers

67 Rauch Dr.

Robert Rogers

67 Rauch Dr

Bev Kirkpatrick

58 Ranch Dr

GARY KIRKPATRICK

58 RANCH DR.

JOHN KOWALSKI and Tracy 6158 BOSTON ROAD OP

Rob Schorf

168 ELK ST.

THANK YOU

04/02/24 A.1

VILLAGE BOARD MEETING

Village of Springville

Date: 4/1/24

PLEASE SIGN IN

PRINT NAME

ADDRESS

Tara Lunny Boston Cross Rd Boston

William Goss Main St Springville

Jen Blumenstein Cattaraugus St

JONAS SMITH ELK ST

KEVIN KASIK CONCORD

Mitch Jackson 64 New main St.

Walter Krebs 8 Windswept

Cheryl DASH 57 NEWMAN ST.

Bob Danting 129 N. Buffalo St.

Beverly Schultz 129 N. Buffalo St

Erin Kroll 6768 Schenck Rd

Jeffrey STORY 13509 Grote RD SPR.

Robin Fruehauf 276 E Main St. Springville

Carl Fruehauf 276 E Main St, Springville

Lori Dygert 36 S Central Springville

Johanna Healy 9 Spas Drive

THANK YOU

VILLAGE BOARD MEETING 04012024 A.1

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Village of Springville

Date: 4/1/24

PLEASE SIGN IN

PRINT NAME

ADDRESS

David Drake 125 Raock DR

CLYDE DRAKE 93 NEWMAN

Sue Burdick 125 East Ave

Dawnmarie Dains 126 East Ave

BOB LASKOWSKI 230 N BUFFALO

Phil DROZD 26 Cattaraugus St.

Kevin Bony 89 S. Central Av.

Kimberly Krzemien 34 Church St

Town Supervisor Jim Detomasi 8449 STANFIELD RD Colden

Paul Nonweiler 43 Chestnut St Springville

Lila Nonweiler " "

John Arzocost 152 Main St. Seneca

Todd Catalano 12950 Joshua DR, Chaffe

J.M. JEWETT 4308 126MWOOD BLASDILL

M DYGIERT C.

C GISTNIZER

THANK YOU

VILLAGE BOARD MEETING 04/01/2024 A.1
Village of Springville

Date: 4/1/24

PLEASE SIGN IN

<u>PRINT NAME</u>	<u>ADDRESS</u>
Tina Hawk	91 Church Springville
Miranda Richert	326 E Main St. Springville
Reed Brauman	138 Rauch Dr Springville
Lisa Clark	" "
Ashley Dean	DE 39 Springville
Joyce Smith	Genesee R Springville
Linda Meyer	Buffalo Rd Springville
Sheila Todd Erin Curry	West Seneca
Karen + Gary Ritener	Springville NY
Ed Klice	Springville N. Buffalo St
Ashley Lowry	151 East Ave Springville
Sharon D. Austin	102 Prospect Ave
CHRIS CERRANO	49 HILLTOP DR
Megan Barry	83 church st springville
Kelly Tuberdyke	221 EAST MAIN
Eric Tuberdyke	221 East Main

THANK YOU

VILLAGE BOARD MEETING 04012024 A.1

Village of Springville

Date: 4/1/24

PLEASE SIGN IN

<u>PRINT NAME</u>	<u>ADDRESS</u>
COL AUSTIN	102 PROSPECT AVE
Daimen Skinner	83 Church St
Brittney Kruse	151 Waverly St
Stanley McCorty	151 Waverly St
Lisa Clark	138 Rauch Dr.
Gerald Cochran	709 S Central
Brad Ballantyne	Martans Corners Rd
Rob Rosenswie	Kenn Rd
Andy Arzry	36 SOUTH BUFFALO ST
ED YOUNG	141 EAST AVE
CHARLOTTE NASON	66 MYRTLE AV
GARY Jennings	66 Myrtle Ave
Julie Francisco	110 Prospect Ave.
Allison Duwe	30 South Central Ave
Joan Vasiliauskas	35 W. Edgewood Cir
Jan Ingerson	341 E Main St

THANK YOU

VILLAGE BOARD MEETING

Village of Springville

6

04012024 A.1

Date: 4/1/24

PLEASE SIGN IN

PRINT NAME

ADDRESS

Cindy JAEGER	341 E. MAIN ST
Joanne May	101 Elk St
Bill MAY	101 Elk ST.
Robert R. Rung	2606th St
Greg Kiefer	117 Spring ST.
James W. Bialasik	136 East Ave
Irene M. Lockwood	147 Cattaraugus St
Garry Andrews	193 E MAIN
Brett Landsman	359 W main st
Chris Kretzschmar	359 W main st
Court Austin	102 PROSPECT AVE.
Mark Glass	
Andrew Biele	45 E. MAIN,

THANK YOU

04012024 A.2

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: N Central Transformer - Borrowing			
Project Location (describe, and attach a location map): North Central Substation on N Central Ave Springville NY 14141			
Brief Description of Proposed Action: The Village of Springville Electric Division needs to replace an existing transformer at the N. Central Substation with a new one per the February 29, 2024 sealed bid opening. S&S Engineering, the village's electric engineer, has recommended after consultation with Jon Tucker and our electric leadman to award the bid to RE Uptegraff via their representative Genergy Corporation in the amount of \$576,964 per their bid submitted on 2/29/2024. The borrowing amount is set for \$676,964 which will cover the bidder's amount plus bound counsel fees, financial consultant fees and any change in the price when the transformer is delivered in two years.			
Name of Applicant or Sponsor: Village of Springville		Telephone: 716-592-4936 E-Mail: tmichaels@villageofspringvilleny.com	
Address: 5 W. Main St PO Box 17			
City/PO: Springville		State: NY	Zip Code: 14141
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

- Shoreline Forest Agricultural/grasslands Early mid-successional
 Wetland Urban Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?

NO YES

16. Is the project site located in the 100-year flood plan?

NO YES

17. Will the proposed action create storm water discharge, either from point or non-point sources?
If Yes,

NO YES

a. Will storm water discharges flow to adjacent properties?

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
If Yes, briefly describe:

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?
If Yes, explain the purpose and size of the impoundment:

NO YES

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?
If Yes, describe:

NO YES

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?
If Yes, describe:

NO YES

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Village of Springville/Timothy P. Michaels

Date: 4/1/2024

Signature: _____

Title: Mayor

Project: N Central Transformer - Borrowing
 Date: 04/01/2024

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: N Central Transformer BDate: 4/1/2024

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There will be no significant adverse environmental impacts as this proposed action will be the borrowing to pay for the replacement transformer at the North Central Substation located on N Central Ave.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Springville

4/1/2024

Name of Lead Agency

Date

Timothy P. Michaels

Mayor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Ernest C. Melock
Signature of Preparer (if different from Responsible Officer)

PRINT FORM

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number N/A

Date: April 1, 2024

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Springville Board of Trustees as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

N Central Transformer Borrowing

SEQR Status: Type 1
Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

N Central Transformer borrowing to replace the existing transformer at N Central Substation located on N Central Ave in the Village of Springville. Borrowing of \$676,964 will cover cost of transformer, bond counsel costs, financial consultation costs and any increase in price when the transformer is ready in two years.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

N Central Substation on N Central Ave Springville, NY 14141

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

After review of the Short Form EAF, the board has determined the proposed action will not have a significant impact on the environment.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of publication in the ENB)

For Further Information:

Contact Person: Timothy P. Michaels, Mayor

Address: 5 W. Main St PO Box 17, Springville, NY 14141

Telephone Number: 716-592-4936

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer , Town / City / Village of

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)

A BOND RESOLUTION, DATED APRIL 1, 2024, OF THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SPRINGVILLE, ERIE COUNTY, NEW YORK (THE "VILLAGE"), AUTHORIZING AN ELECTRIC SYSTEM CAPITAL IMPROVEMENTS PROJECT (2024), AT AN ESTIMATED MAXIMUM COST OF \$676,964 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$676,964 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SUCH PURPOSE, SUCH AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY, AND/OR LOCAL FUNDS RECEIVED, AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE VILLAGE TREASURER.

WHEREAS, the Village Board of Trustees of the Village of Springville, in the County of Erie, New York (the "Village") desires to undertake a capital improvements project for the reconstruction of and construction of improvements to the Village Electric System; and

NOW THEREFORE,

BE IT RESOLVED, by the Village Board of Trustees (by the favorable vote of not less than two-thirds of all the members of the Board of Trustees) as follows:

SECTION 1. The Village is hereby authorized to undertake an electric system capital improvements project in the Village, such work to generally consist of (but not be limited to) improvements to the North Central Electric Substation including the replacement and installation of a new transformer and associated equipment, as well as other improvements as more fully identified in (or contemplated by) an engineering report prepared by S&S Engineering, P.C., and including all preliminary work and necessary equipment, materials, and related site work and any preliminary costs and other improvements and costs incidental thereto and in connection with the financing thereof (collectively, the "Purpose"). The estimated maximum cost of the Purpose is \$676,964.

SECTION 2. The Village Board of Trustees plans to finance the estimated maximum cost of the Purpose by the issuance of serial bonds of the Village in an aggregate principal amount not to exceed \$676,964, hereby authorized to be issued therefor pursuant to the Local Finance Law, such amount to be offset by any federal, state, county, and/or local funds received. Unless paid from other sources or charges, the cost of such improvements is to be paid by the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

SECTION 3. It is hereby determined that the Purpose is a class of objects or purposes described in subdivision 5 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of such Purpose is 30 years; however, the bonds issued pursuant to this resolution, and any bond anticipation notes issued in anticipation of the sale of

said bonds, will mature no later than five years from the date of original issuance of such bonds or notes.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of such bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will not exceed five years.

SECTION 6. The faith and credit of the Village are hereby irrevocably pledged for the payment of the principal of and interest on such bonds (and any bond anticipation notes issued in anticipation of the sale of such bonds) as the same respectively become due and payable. An annual appropriation will be made in each year sufficient to pay the principal of and interest on such bonds or notes becoming due and payable in such year. Unless paid from other sources or charges, there will annually be levied on all the taxable real property of the Village a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and of Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 62.10, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Village Board of Trustees pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and details as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village. Without in any way limiting the scope of the foregoing delegation of powers, the Village Treasurer, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the Village.

SECTION 8. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in this resolution.

SECTION 9. This resolution shall constitute the declaration (or reaffirmation) of the Village's "official intent" to reimburse the expenditures authorized in this resolution with the proceeds of the bonds, notes or other obligations authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 10. The Village Treasurer is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and may designate the bonds authorized by this resolution, and any notes issued in anticipation thereof, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3) of the Code.

SECTION 11. The Village Treasurer is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 12. The Village Treasurer is further authorized to call in and redeem any outstanding obligations that were authorized hereunder (at such times and in such amounts and maturities as may be deemed appropriate after consultation with Village officials and the Village's municipal advisor), to approve any related notice of redemption, and to take such actions and execute such documents as may be necessary to effectuate any such calls for redemption pursuant to Section 53.00 of the Local Finance Law, with the understanding that no such call for redemption will be made unless such notice of redemption shall have first been filed with the Village Clerk.

SECTION 13. The Village has complied with applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act ("SEQRA"), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, duly issued a negative declaration and/or other applicable documentation, and therefore, no further action under SEQRA is necessary.

SECTION 14. In the absence or unavailability of the Village Treasurer, the Deputy Treasurer is hereby specifically authorized to exercise the powers delegated to the Village Treasurer in this resolution.

SECTION 15. The validity of such serial bonds or of any bond anticipation notes issued in anticipation of the sale of such serial bonds may be contested only if:

1. (a) such obligations were authorized for an object or purpose for which the Village is not authorized to expend money, or

(b) the provisions of the law which should be complied with as of the date of publication of this notice were not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within 20 days after the date of such publication of this notice, or

2. such obligations were authorized in violation of the provisions of the Constitution of New York.

SECTION 16. The Village Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of such Local Finance Law, in a newspaper having a general circulation in the Village and hereby designated as the official newspaper of the Village for such publication.

SECTION 17. This Resolution is effective immediately pursuant to Section 36.00(a)(1) of the Local Finance Law.

* * * * *

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

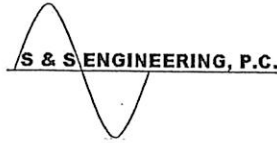
AYES:

NOES:

ABSENT:

The foregoing resolution was thereupon declared duly adopted.

04012024 A.4



March 13, 2024

Ms. Liz Melock, Village Administrator
Village of Springville, NY
5 West Main Street
Springville, NY 14141

RE: Bid recommendation for North Central Substation Transformer

Dear Ms. Melock,

The Village received two bids on February 29, 2024 for the Springville Electric Division North Central Substation Transformer Replacement project. The bid package was publically advertised by the Village and was sent directly to Niagara Transformer, Genergy (RE Uptegraff), Hitachi/ABB and First Line Associates (GE Prolec).

Hitachi/ABB and GE Prolec elected not to submit a bid and there were no bidders from the public advertisement. Therefore, the attached bid evaluation includes the Niagara Transformer and RE Uptegraff submittals. The submittals from both bidders are for reputable products that meet the specification, although both bidders did take some exceptions that we encourage you to review.

The apparent low bidder is RE Uptegraff with a base bid of \$576,964.00. Their standard warranty offered is 30 months after completion or 24 months after energization, whichever comes first. We do not see the additional value in purchasing the extended warranty out to a five year term and therefore do not recommend that option. If you disagree, the Village is certainly welcome to purchase that option. No spare parts were included in the low bid, but based on RE Uptegraff's history it seems reasonable any necessary parts would be obtainable from the factory in the foreseeable future.

As you are aware, these are very unusual times to procure a new transformer. The quoted lead time is 52 weeks for the approval drawings and 130 weeks for the actual transformer. RE Uptegraff has notified us they are willing to modify their terms to "50% due net 30 days after drawing approval and balance due net 30 days after delivery." The Village will need to plan accordingly for these lead times with their funding and readiness to follow through with receipt of the unit 2.5 years from now.

All elements considered, we recommend that the Village award the bid to RE Uptegraff via their representative Genergy Corporation at a total cost of \$576,964.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Strang, Jr.", written in a cursive style.

S & S ENGINEERING, P.C.
Douglas R. Strang, Jr., P.E.
President

enclosure

ALPINE SOFTWARE INC.
PO BOX 281
PITTSFORD, NY 14534

04012024 A.5

(585) 264-9080

Software as a Service End User License Agreement

Customer: Springville Fire Department

Product: RedAlert Records Management System

Platform: RedNMX

Users: Single, stand alone

Off-Sites: NA

Effective Date: Date of Signature by Springville Fire Department on the Software as a Service End User License Agreement (the "Agreement").

Pricing: Pricing is shown in Exhibit A

LICENSE

Alpine Software Inc. (ALPINE) grants to the Springville Fire Department (CUSTOMER) a nonexclusive nontransferable access to the RedAlert™ Records Management Software System (SOFTWARE). ALPINE will deliver and implement the SOFTWARE. The CUSTOMER will not acquire any ownership rights to the SOFTWARE or any SOFTWARE trademark or service mark and all rights to the SOFTWARE will remain the property of ALPINE. The CUSTOMER may not in any way transfer its right to use the SOFTWARE to others. Any backup or archive copies allowed by law shall carry the ALPINE name, the trademark, and all copyright notices, both in digital form within the medium and on a human readable label. All such notices shall be the equivalent of notice provided on the original media. ALPINE permits Client to access and use, subject to this Agreement, for the Term as specified, the object code of the ALPINE software application. The licensed SOFTWARE will be made available to the CUSTOMER during the Term of the Agreement. This Agreement does not constitute a perpetual license grant of the SOFTWARE to the CUSTOMER.

PROTECTION

The CUSTOMER will not disclose or otherwise make the SOFTWARE or related material, the terms of this Agreement or other confidential materials or information of ALPINE available, except to its authorized personnel and to other authorized persons in confidence only for purposes related to the use of the SOFTWARE by the CUSTOMER. All members, employees and authorized personnel of CUSTOMER shall be entitled to use the SOFTWARE. The CUSTOMER will use its best efforts to prevent any unauthorized use of the SOFTWARE. The CUSTOMER may NOT reverse engineer, decompile, disassemble, rent or lease the SOFTWARE.

WARRANTY

ALPINE warrants to the CUSTOMER that the SOFTWARE will perform the functions described in the SOFTWARE user manuals provided by ALPINE to the CUSTOMER. ALPINE does not warrant that the SOFTWARE is error free. CUSTOMER is **required** to subscribe to the Annual Service Agreement (see accompanying document). ALPINE'S obligation to remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE is described in detail in the Annual Service Agreement. ALPINE warrants that it is the rightful owner of the software and that it has the right to license the software to CUSTOMER.

TAX EXEMPTION CERTIFICATE

CUSTOMER will provide a State Tax Exemption certificate to ALPINE.

ESCROW ACCOUNT

ALPINE agrees to place the source code of the SOFTWARE in an Escrow account with the CUSTOMER'S Attorney. The source code to the SOFTWARE will be made available to the CUSTOMER in the event that ALPINE ceases business operations. The CUSTOMER agrees to cover any costs associated with the Escrow Account.

DAMAGES AND LIMITATION OF LIABILITY

ALPINE'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO MONEY DAMAGES, WHICH SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LICENSE GRANTED HEREUNDER. IN NO EVENT SHALL ALPINE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF LIFE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN IF ALPINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PATENT AND COPYRIGHT INFRINGEMENT

If any action is brought against CUSTOMER based on a claim that CUSTOMER'S use of the SOFTWARE infringes a United States Patent or Copyright or a trade secret of a third party, ALPINE will defend such action at its expense and pay the costs and damages awarded in any such action. ALPINE shall have the sole control of the defense of any such action and all negotiations for its settlement are compromised. CUSTOMER shall be obligated to notify ALPINE, in writing, of any such action.

DATA

All fire department data in the CUSTOMER'S RedNMX System with remain the property of the CUSTOMER. This data is considered confidential. At any time, the CUSTOMER can request a copy of their data. If the CUSTOMER decides not to continue their relationship with ALPINE, the CUSTOMER still owns the data and ALPINE will provide a copy of it.

3RD PARTY DATA

The SOFTWARE may contain data originally produced and compiled by the U.S. Department of Transportation and/or other U.S. government agencies. ALPINE MAKES NO WARRANTIES CONCERNING AND SHALL NOT BE LIABLE FOR ANY ERROR OR OMISSIONS ON THE PART OF U.S. GOVERNMENT EMPLOYEES OR AGENTS WITH RESPECT TO SUCH DATA.

TERM & TERMINATION

ALPINE may suspend performance and may terminate this Agreement and the license granted if the CUSTOMER fails to make payment of the license fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this Agreement if ALPINE breaches its obligations hereunder. Upon termination of this Agreement, ALPINE may require the CUSTOMER to cease using the SOFTWARE and to promptly deliver the SOFTWARE and related material to ALPINE. Termination of this Agreement will not relieve the CUSTOMER from complying with the restrictions contained herein.

The Initial Term of this Agreement is for one (1) year from the Effective Date. The Agreement will automatically renew for another one (1) year Term (the "Renewal Term" and together, with the Initial Term, the "Term") unless notice is provided by ALPINE or CUSTOMER sixty (60) days in advance of the Initial Term. Annual subscription price will increase each year during the Term of the Agreement by seven percent (7%).

PAYMENT TERMS

All fees charged to the CUSTOMER will be paid in U.S. dollars. Payment for the first year of the Initial Term (the "Year One Payment") is due thirty (30) days after the Effective Date. Payment for subsequent years during the Initial Term and Renewal Term are due on the annual anniversary of the Year One Payment. For the avoidance of doubt, if the Effective Date is November 30th, 2024 the Year One Payment is due on December 30, 2024. Payment for the second year of the Term would be due on December 30, 2025.

PRODUCT SUBJECT TO LICENSE

The Springville Fire Department (CUSTOMER) has acquired a nonexclusive nontransferable license for the use of the RedAlert™ Records Management Software System (SOFTWARE).

MAINTENANCE SERVICES AND SUPPORT

ALPINE will remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE. ALPINE will receive determined errors in writing from the CUSTOMER and will provide solutions that address the correction of program errors and malfunctions of the SOFTWARE. Maintenance services do not include standard operating supplies, tapes, paper forms, cables, etc. Client must provide its own computer supplies required for normal operations. Maintenance services do not include access to new programs or additional modules not described as included in Exhibit A, but does include updates, upgrades and enhancements only to the SOFTWARE for the applicable subscribed to modules. Maintenance services do not include design or changes of forms or reports, custom modules, custom reports, or custom programs, custom modifications to the SOFTWARE, modifications to the SOFTWARE based solely upon Client preference, data conversion, and similar functions. Support of problems unrelated to the SOFTWARE is not covered under this Exhibit. Unrelated problems include, but are not limited to, all Client hardware problems, all Client network problems, problems with Client third-party vendors, programs, and applications, problems with Client operating systems, problems with Client network operating system and system integration, and Client environmental problems, such as heat, radiation and power surges.

The following two (2) officers of the CUSTOMER can call ALPINE for customer support:

1. _____
2. _____

Please notify ALPINE in writing if you need to change the officers.

IMPLEMENTATION

Standard ALPINE implementation ranges from 3 to 6 months (12 to 24 weeks) given weekly meetings are attended and required setup and training is completed per the Implementation & Training Plan. Your Implementation Specialist will work with you to prioritize the order in which the ALPINE modules are implemented.

Once you are live with all products, your Implementation will shift to an Optimization phase, where you refine setup, use, and introduce more advanced features while using the system. At the end of 6 months, the goal is to have all modules implemented and live. If all modules are not live after 6 months and additional 1:1 training and/or onsite time is needed, there will be additional training and implementation costs. After implementation, you will be transitioned to our Application Support team as a critical resource for self-service. Exceptions will be made for implementation items that have been on hold because of a work queue (i.e., interfaces, imports, exports, etc.).

For a successful implementation, CUSTOMER team members should be prepared to dedicate 2-4 hours per week to complete setup, training, and practice. All assignments made by your Implementation Specialist, utilizing these resources is required for completion of your Implementation & Training Plan.

Cancellations or changes to scheduled Implementation meetings should be communicated 24 hours prior to the meeting time by the changing party, ALPINE or CUSTOMER. If 24-hour notice is not possible, the cancellation should be communicated as soon as possible. If Client has not completed the required homework for the week, ALPINE reserves the right to cancel a meeting with less than 24-hour notice.

ALPINE is 100% dedicated to ensuring your Implementation is smooth and efficient. Each Implementation phase is a part of the foundation needed for a successful Implementation. Proper planning, participation, and good communication with the ALPINE Team will make your Implementation a success. Both parties commit to weekly meetings and corresponding assignments to facilitate successful implementation.

Any implementation or training associated with the purchased SOFTWARE would need to occur on Monday – Friday between 8:30 AM and 4:30 PM.

UPGRADES

ALPINE will distribute any upgrades of the SOFTWARE to the CUSTOMER for the Term of this Agreement. Upgrades include product enhancements and modifications. Upgrades do not include new modules developed by ALPINE. Upgrades do not include customized changes to the SOFTWARE. Programs fixes to the SOFTWARE will be available through Internet download to CUSTOMER within two to four weeks after they are discovered.

TERMS

Maintenance and Support services associated with the licensed SOFTWARE is coterminous with the Term of the Agreement. ALPINE must adhere to the following terms and conditions:

Standard Issue Support: Standard support is available Monday through Friday, 8am-5:30pm. Most standard issues can be resolved at the time of the call unless a Developer needs to get involved to look at it more in depth. Alpine will remotely connect to resolve the problem. If remote connection is not available, then other arrangements will have to be made.

Note: Alpine has staff scheduled to cover support after hours, weekends and holidays. We are constantly monitoring any support calls that come in and responding as needed.

TERMINATION

ALPINE may suspend performance and may terminate Maintenance and Support services associated with this Agreement if the CUSTOMER fails to make payment of the service fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this service Agreement if ALPINE breaches its obligations hereunder.

Alpine Software Corporation Inc.

Village of Springville

By _____
Jack Lally
Printed Name

By _____
TIMOTHY P. MICHAELS
Printed Name

its CEO

its MAYOR

Date _____

Date 4/1/2024

Exhibit A – Licensed SOFTWARE and Associated Pricing

The pricing shown below covers the license, support, and maintenance of the SOFTWARE as described herein.

RedNMX System Subscription = \$3,499.00

NFIRS 5.0 Incidents Subscription = \$0.00

CAD Interface Subscription = \$1,995.00

Non Incidents Subscription = \$0.00

Length of Service Awards Program Subscription = \$0.00

Kiosk System Subscription = \$2,499.00

Apparatus Management Subscription = \$0.00

Inventory Subscription = \$0.00

Total - RedNMX Basic Suite = \$7,993.00

Annual subscription pricing will increase each year during the Term of this Agreement by seven percent (7%). Any subsequent purchases made by CUSTOMER after the Effective Date will be governed by the Agreement. Additional purchases made by CUSTOMER after the Effective Date will be coterminous with the then-current Term of the Agreement.

Exhibit B – Data Conversion, Reporting, and Customization

Data Conversion Checklist

We are confident that we can convert most of your non-custom data to Alpine RedNMX given our experience with these types of conversions. Custom data conversion not listed below may be accommodated at an additional cost, however, Alpine is not required to fulfill any data conversions that are not listed below.

Custom Reports

Alpine RedNMX comes with over 400 reports that have been built based on our 35 year history of working with all types of departments. However, every department is different, and you may need help building a custom report. This Agreement includes up to three custom reports that can be built during the implementation.

Module Customization

Alpine's RedNMX Software is adaptable to many types of workflows. Alpine can accommodate customization requests to ensure our software meets your needs, however, we require customization requests to be included in the initial scope to price effectively. Customization requests can be added by module. Conversations with your Alpine sales representative will inform this list. These customizations should be added prior to contract signature. Any customization not on this list may be accommodated at an additional cost, however, Alpine is not required to fulfill any customization requests not included in this Agreement.