

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

May 6, 2024

7:00 P.M.

BY MOTION OF:

NOTES

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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MINUTES FROM MEETINGS
  - Regular Session Minutes of April 15, 2024 **A.1**
  - Executive Session Minutes of April 15, 2024 **A.2**
4. PUBLIC COMMENT
5. DEPARTMENT REPORTS
  - ~~A. ADMINISTRATOR~~
  - B. SUPERINTENDENT'S REPORT **A.3**
  - C. POLICE
  - D. FIRE DEPARTMENT
  - E. CODE ENFORCEMENT OFFICER
  - F. CONTROL CENTER
6. NEW BUSINESS
  - Amendment of 2024 Tax Warrant **A.4**
    - Correct Mathematical Error (-\$1.00)
    - Addition of Roosa 2023 tax omission (+\$4,667.45)
7. OLD BUSINESS
  - HPC member appointment of  
Kelly Baker (tabled from 4/1/24)
8. BILLS
9. PERMITS AND APPLICATIONS
10. VILLAGE ATTORNEY REPORT
11. TRUSTEE NOTES & PROJECT REPORT
12. TREE COMMITTEE REPORT
13. EXECUTIVE SESSION
  - Personnel Matter
14. ADJOURN

**DRAFT**

ATTACHMENT NO. A1

VILLAGE OF SPRINGVILLE  
2024 MINUTES

AGENDA DATE 5/6/24

April 15, 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	Russel Belscher Lindsay Buncy Mary Padasak Jessica Schuster
Superintendent of Public Works	Duane Boberg
Police Officer in Charge	Nick Budney
Village Attorney	Paul Weiss
Deputy Clerk	Holly Murtiff
Code Enforcement Officer	John Baker
Also Attending Jim Krezmien Barb Belscher Joan Vasiliauskas John Arbogast Devin Kowalske Megan Barry Robin Fruehauf	Max Borsuk, Springville Journal Jerry Grasso Jean Kessler Carl Eisenhard Allison Duwe Cheryl Dash Brittney ?
Absent	Marc Gentner, Fire Chief

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

1. Minutes Minutes of the Regular Meeting of April 1, 2024 were approved as written by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed.

**PUBLIC COMMENT**

Devin Kowalske, 21 Park St., spoke representing Grow with Springville. Devin mentioned there will be a tree planting on 4/20/24 and anyone wanting a tree should contact Grow with Springville. Devin advised the Board that Grow with Springville looked into conducting a tree inventory within the village. After investigating the matter they determined that it would be too costly and labor intensive such so they are considering conducting a tree survey instead.

# **DRAFT**

March 18, 2024

Page 2

## **DEPARTMENT REPORTS**

### **SUPERINTENDENT REPORT**

2. MEUA Proxy Vote Motion was made by Trustee Buncy, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Buncy, Schuster, Belscher and Padasak voting yes, none opposed to having Mayor Michaels sign MEUA proxy vote the 2024 Semi- Annual Conference.
3. Annual Bid Awards Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed to award the annual bids below;

DELPAC 2000 to USALCO with a one-year bid of .249/lb.

Spooled Wire to Green Mt. Electric. Prices one year:

- #2 ALV Triplex 1800'	\$2430/spool
- 1/o ALV Triplex 1800'	\$3510/spool
- 1/o THHN cooper 500'	\$1100/spool
- 336.4 anona 1200'	\$3480/spool
- Okonite 1/c 15 KV rated cable 2500'	\$12,250/spool

Concrete Replacement: J. Bogner Construction one year \$10.50/sqft

Liquid Sludge Hauling: Modern Disposal Corp. two year: \$113.00/1000 gallons

4. Surplus Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Schuster, Belscher and Buncy voting yes, none opposed to declaring the below item as surplus. They were removed from service during the SCADA upgrade. They are obsolete. They will be given to Salamanca who can use them as parts.

10 Jomitek energy transducers  
4 Jomitek digital transducers  
1 Jomitek pulse transducers  
2 Jomitek analog transducers

### **POLICE DEPARTMENT**

There was no Police Dept this evening.

### **FIRE DEPARTMENT**

There was no Fire report this evening.

### **CODE ENFORCEMENT OFFICER**

5. Dygert Farm Project Update CEO Baker updated the Mayor and Board on the 206 Elk/Dygert Farm project. New SEQR forms have been submitted. There will be a public hearing set for the Planning Board on the matter. CEO Baker stressed that at this meeting NO decisions will be made. This is to review the developers new concept plan after which another public hearing will be held at the Village Board meeting on June 17, 2024.

### **CONTROL CENTER**

There was no Control Center report this evening.

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April 15, 2024

Page (3)

## **NEW BUSINESS**

6. 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 authorizing Deputy Mayor Belscher, in Mayor Michaels absence, to sign a letter of support for Bertrand Chaffee Hospital in an effort to secure statewide IV transformation grant funding.

## **OLD BUSINESS**

7. HPC Appointment      Motion was made by Trustee Schuster, seconded by Trustee Belscher; carried, Mayor Michaels, Trustees Schuster, Belscher, Buncy and Padasak voting yes, none opposed reappointing Helen Brogan to the Historic Preservation Commission for a 4 year term ending in 2028. This matter was tabled at the April 1, 2024 annual reorganizational meeting.

## **BILLS**

Bills, as examined by members of the Board of Trustees were approved for payment in accordance with Abstracts # 309 – 323 of 2023/2024 total of \$278,842.88 for the General, Water/Sewer, Electric, Trust and Agency Funds by motion of Trustee Buncy, seconded by Trustee Belscher; carried, Mayor Michaels, Trustees Buncy, Belscher, Padasak and Schuster 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: 0000010488 - LICENSES

TYPE: LICENSES

PROPERTY: 184 S CASCADE DR

ISSUED DATE: 4/02/2024

ISSUED TO: PHANTOM FIREWORKS STORE

2445 BELMONT AVE

YOUNGSTOWN, OH 44505

PROJECT: 0000010489 - HISTORIC PRESSERVATION

TYPE: HISTORIC  
PRESERV REVIEW

PROPERTY: 49 E MAIN ST

ISSUED DATE: 4/02/2024

ISSUED TO: SPRINGVILLE CENTER FOR THE ART

P.O. BOX 62

SPRINGVILLE, NY 14141

PROJECT: 0000010490 - HISTORIC PRESSERVATION

TYPE: HISTORIC  
PRESERV REVIEW

PROPERTY: 74 E MAIN ST

ISSUED DATE: 4/02/2024

ISSUED TO: SPRINGVILLE CENTER FOR THE ART

P.O. BOX 62

SPRINGVILLE, NY 14141

PROJECT: 0000010491 - FENCES

TYPE: FENCES

PROPERTY: 104 EAST HILL RUN

ISSUED DATE: 4/03/2024

ISSUED TO: HALLSTROM, BRIAN

104 EAST HILL RUN

SPRINGVILLE, NY 14141

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April 15, 2024  
Page (4)

PROJECT: 0000010492 - ROOFING  
PROPERTY: 65 CHESTNUT ST  
ISSUED DATE: 4/05/2024  
ISSUED TO: SPENCER, CHERYL  
65 CHESTNUT ST., PO BOX 280  
SPRINGVILLE, NY 14141

TYPE: ROOF

PROJECT: 0000010493 - ROOFING  
PROPERTY: 196 N BUFFALO ST  
ISSUED DATE: 4/05/2024  
ISSUED TO: PACIFICO, MIKE  
5999 SOUTH PARK AVE #211  
HAMBURG, NY 14075

TYPE: ROOF

PROJECT: 0000010494 - ROOFING  
PROPERTY: 56 WAVERLY ST  
ISSUED DATE: 4/08/2024  
ISSUED TO: BUFFALO RC LLC  
5565 TRANSIT ROAD  
WILLIAMSVILLE, NY 14221

TYPE: ROOF

PROJECT: 0000010495 - LICENSES-CHICKEN/HENS  
PROPERTY: 193 WAVERLY ST  
ISSUED DATE: 4/09/2024  
ISSUED TO: ANDRADE, TIMOTHY E  
193 WAVERLY ST  
SPRINGVILLE, NY 14141

TYPE: LICENSES

PROJECT: 0000010496 - LICENSES-FOOD TRUCK  
PROPERTY: 5 W MAIN ST  
ISSUED DATE: 4/09/2024  
ISSUED TO: BULLRIDERS BBQ & MAC LLC  
743 WEST FALLS ROAD  
WEST FALLS, NY 14170

TYPE: LICENSES

## **VILLAGE ATTORNEY REPORT**

Village Attorney Paul Weiss had no report this evening outside of Executive Session.

## **TRUSTEE NOTES & PROJECT REPORTS**

Trustee Padasak had no report this evening.

Trustee Buncy had no report this evening.

Trustee Belscher had no report this evening.

Trustee Schuster discussed the following:

- Need for a complete road list
- Great job on limb pick up
- Grant opportunities, possibly for level 3 car chargers
- Chamber gateway signs
- Administrator ad

# *DRAFT*

April 15, 2024

Page (5)

- Village Code update process
- Grow with Springville still has trees to give away
- 

Mayor Michaels discussed the following;

- An opportunity for a \$100,000 Congressional grant to be used on the \$2.5 million water tower was lost Administrator Melock being dismissed before she could complete it.
- Former Administrator Melock completed and submitted a \$85,000 grant application for SVFD airpacs before her dismissal.

At this time Trustee Schuster volunteered to reach out to some of her contacts to hopefully secure the Village of Springville assistance with future grant writing projects.

8. Executive Session  
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 to Executive Session at 7:28 pm to discuss electric division personnel matters.
9. Adjourn  
Motion was made by Trustee Padasak, seconded by Trustee Schuster; carried, Mayor Michaels, Trustees Padasak, Skelton, Belscher and Buncy voting yes, none opposed to adjourn the Regular Session at 8:05 pm.

Respectfully submitted,

Holly Murtiff  
Deputy Clerk

**DRAFT**

ATTACHMENT NO. A2

VILLAGE OF SPRINGVILLE  
2024 MINUTES

AGENDA DATE 5/6/24

April 15, 2024

7:28 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	Russel Belscher Lindsay Buncy Mary Padasak Jessica Schuster
Village Attorney	Paul Weiss
Superintendent of Public Works	Duane Boberg
Deputy Clerk	Holly Murtiff

1. Electric Division Personnel Matters All attending discussed a personnel matter within the Electric Division.
2. Adjourn Motion was made by Trustee Schuster, seconded by Trustee Belscher; carried, Mayor Michaels, Trustees Schuster, Belscher, Padasak and Buncy voting yes, none opposed to adjourn to Regular Meeting at 8:05 pm.

Respectfully submitted,

Holly Murtiff  
Deputy Clerk

VILLAGE OF SPRINGVILLE  
**DEPARTMENT OF PUBLIC WORKS**  
*Duane Boberg*  
*Superintendent of Public Works*  
**Superintendent Report for May 6, 2024**

ATTACHMENT NO. A3  
AGENDA DATE 5/6/24

Resolution: to have the mayor sign NYMPA President as the proxy vote the 2024 Semi- Annual Conference.

Resolution: To hire summer help:

Matt Delasandro	Nathan Guadagha
Rowen Potzler	Christian Safford
Kaden Jermain	Zach Evans
Adam Ditchey	Aiden Towsley

All start dates are different, with pay being \$16.25 per/hr.

Resolution: Award bids for truck #20 Electric pickup with plow, \$38,000 and Truck #36 Streets 1 ton with plow and dump body, \$59,551 to Rock City Dodge in Little Valley. 100 day delivery

Resolution for Mayor to sign Pole Attachment agreement with ErieNet for their internet service



# ***POLE ATTACHMENT AGREEMENT***

**Between the  
Village of Springville  
And  
ErieNet Local Development Corp**

**THIS AGREEMENT** made effective the \_\_\_\_ day of May, 2024, by and between the **Village of Springville**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 5 W. Main St PO BOX 17 Springville New York 14141, hereinafter called "**Village**", and ErieNet LDC hereinafter called "**Licensee**:"

1. **Certain Definitions.** For purposes of this Agreement, the following terms are defined:

(a) "Affiliate" shall mean any Person controlling, controlled by or under common control with another person.

(b) "Control" shall mean the power to control the business or affairs of a Person.

(c) "Customer" shall mean any Person who contracts with Licensee for, or is in any manner provided with, the Telecommunications Services.

(d) "Governmental Authority" shall mean any federal, state, or local government (excluding Licensor), or any agency or instrumentality thereof, having competent jurisdiction over Licensee, Licensee's Facilities, the Telecommunications Services, Licensor Poles, or Licensor Anchor Rods.

(e) "Joint User" shall mean any Person (i) who owns poles or anchor rods, and (ii) who has extended or may hereafter extend joint use privileges to Licensor on such poles or anchor rods, and (iii) to whom Licensor has extended or may hereafter extend joint use privileges on poles or anchor rods.

(f) "License Facilities" shall mean all cables, lines, pedestals, boxes and associated equipment, devices and hardware utilized by Licensee to provide the Telecommunications Services.

(g) "Licensor Anchor Rods" shall mean all anchor rods. An anchor rod is a metal rod anchored in the ground to which a guy strand is attached. A guy strand is a metal I cable of high tensile strength which is attached to a pole and anchor rod for the purpose of

reducing stress on a pole. Now or hereafter owned in whole or in part by Licensor or by any Joint User.

(h) "Licensor Poles" shall mean all poles now or hereafter owned or controlled in whole or in part by Licensor or by any Joint User.

(i) "Other Licensee" shall mean any Person other than Licensee or a Joint User or Governmental Authority to whom Licensor has extended or may hereafter extend the right of attaching facilities to Licensor Poles or Licensor Anchor Rods.

(j) "Person" shall mean an individual association, partnership, corporation, or other legally recognized entity.

(k) "Telecommunications Services" shall mean all telecommunications services provided by Licensee authorized by law, regulation, or certification.

**2. License.** Subject to the terms hereof, Licensor grants to Licensee a non-exclusive license to use such Licensor Poles and Licensor Anchor Rods as reasonably approved by Licensor on the application for pole attachments, a copy of which is attached hereto as Exhibit "A" and made part of this agreement, and notwithstanding the foregoing, the license herein granted to Licensee shall not:

(a) grant or vest in Licensee title to any Licensor Poles or Licensor Anchor Rods,

(b) require Licensor or any Joint User to construct, retain, extend, replace, or maintain any Licensor Pole or Licensor Anchor Rod not otherwise necessary or required for Licensor's or any Joint Owner's own business and service requirements,

(c) limit, restrict or prohibit Licensor from entering into additional licenses with Other Licensees, which do not interfere with the rights granted to Licensee herein,

(d) modify, amend, or otherwise adversely affect any existing agreements between Licensor and any Joint User or Governmental Authority, or

(e) extend to any Licensor Poles or Licensor Anchor Rods where the placement of Licensee Facilities would in a forfeiture or termination of the rights of Licensor or any Joint User to use or occupy the property on which the Licensor Poles or Licensor Anchor Rods are located.

Licensor represents and warrants to Licensee that Licensor has full power and authority to grant the foregoing license.

**3. Term.** This Agreement and the license herein granted to Licensee shall continue in effect for a period of five (5) years commencing with the date hereof (the "Term").

After expiration of the Term, this Agreement shall continue in effect until such time as either party gives the other sixty (60) days prior written notice of termination.

**4. Fees and Charges.** Licensee agrees to pay to Licensor the fees and charges delineated on Exhibit "B" attached hereto and made part of this agreement, and such other costs or expenses as allowed herein. Any such fees, charges, costs, or expenses payable by Licensee hereunder shall be due thirty (30) days after Licensee's receipt of Licensor's written invoice therefor. The fees and charges shall be invoiced and paid annually. All other costs and expenses shall be invoiced periodically by the Licensor. All payments made by Licensee later than the due date shall be subject to an interest charge of three percent (3%) per month or any fraction thereof.

**5. Drawings.** Prior to any use (other than ordinary maintenance and repair of Licensee Facilities) of a Licensor Pole or a Licensor Anchor Rod, Licensee shall deliver to Licensor drawings, plans, or schematics (collectively "Drawings") reflecting and describing Licensee's use of such Licensor Pole or Licensor Anchor Rod, including the type and placement of Licensee Facilities to be attached thereto. All such Drawings shall be subject to Licensor's approval, which approval shall not be unreasonably withheld or delayed. Licensor agrees to cooperate with Licensee in connection with Licensee's preparation of the Drawings. Licensee acknowledges and agrees that it shall not be unreasonable for Licensor to withhold its approval of Drawings where:

(a) Licensee's use of such Licensor Anchor Rod would violate the terms of the license under paragraph 2 above,

(b) the available capacity of such Licensor Pole or Licensor anchor Rod is required for the exclusive use of Licensor or a Joint User, Governmental Authority or existing Other Licensee, and such Licensor Pole or Licensor Anchor Rod may not reasonably be rearranged or replace to accommodate Licensee Facilities,

(c) in Licensor's reasonable opinion, such Licensor Pole or Licensor Anchor Rod is inadequate to support Licensee Facilities and such Licensor Pole or Licensor Anchor Rod may not reasonably be supported or a new Licensor Pole or Licensor Anchor Road substituted thereof, or

(d) in Licensor's reasonable opinion, Licensee Facilities cannot be constructed or installed without rearrangement of existing facilities of Licensor, any Joint User, Governmental Authority or Other Licensee then utilizing such Licensor Pole or Licensor Anchor Rod. If Licensor shall withhold its approval of any Drawings under subparagraphs (b), (c) or (d) above, Licensee shall have the right to obtain Licensor's approval by paying all reasonable costs and expenses associated with the rearrangement, replacement, support, or substitution of, or the rearrangement of existing facilities utilizing such Licensor Pole or Licensor Anchor Rod. If Licensor shall fail to approve or disapprove any Drawings, without response or the showing of due diligence toward approving or disapproving said drawings, within sixty (60) days after delivery to Licensor, such Drawings shall be deemed approved by Licensor.

Notwithstanding the necessity of Drawings, a service drop attachment may be made prior to obtaining Licensor's approval, however, Licensee shall submit such service drop attachment request within seven (7) days following the service drop attachment as consistent with the PSC order.

**5. Make-Ready Work.** Prior to any construction or installation, Licensor shall determine the availability of space on Licensor Poles by considering its present and future communication needs. Licensor shall notify Licensee in writing of the cost of rearranging existing facilities or any other work required to accommodate the construction or installation of Licensee Facilities on Licensor Poles within forty-five (45) days from receipt of such application. Such rearrangement and other work, including any necessary survey, engineering analysis, inspections, and initial post-construction inspection, shall constitute the "Make Ready Work". Licensee shall have thirty (30) days from the receipt of such notification to accept the cost of the Make-Ready Work. All required Make-Ready Work shall be performed by Licensor immediately, and not greater than sixty (60) days, following Licensor's receipt of payment. Licensee shall also reimburse Other Licensees for any expenses incurred in rearranging their facilities to accommodate Licensee Facilities.

**6. Construction and Installation.** Licensee shall, at its expense, construct and install Licensee Facilities in accordance with the Drawings approved by Licensor and in accordance with the requirements and specification of the National Electric Code, the National Electrical Safety Code, and any other requirements imposed by any Governmental Authority (collectively the "Requirements and Specifications") as lawful.

**7. Maintenance and Repair.** Licensee shall, at its own expense, keep and maintain Licensee Facilities in good condition and repair and in accordance with the Requirements and Specifications in effect at the time such Licensee Facilities were constructed and installed. Licensor shall at its expense, keep and maintain (or cause any Joint User to keep and maintain) all Licensor Poles and Licensor Anchor Rods in good condition and repair and shall replace (or cause any Joint User to replace) Licensor Poles and Licensor Anchor Rods when necessary.

**8. Rearrangement.** In the event that after Licensee Facilities have been constructed or installed on or with respect to a Licensor Pole or Licensor Anchor Rod, Licensor or any Joint User or Governmental Authority shall, in connection with its own business or service requirements, need to attach new or additional facilities to such Licensor Pole or Licensor Anchor Rod in such a manner as to require rearrangement of existing Licensee Facilities, Licensee shall either rearrange such Licensee Facilities at its cost or relocate such Licensee Facilities at its cost to another Licensor Pole or Licensor Anchor Rod designated by Licensor and reasonably acceptable for such purpose or remove such Licensee Facilities. In the event that after Licensee

Facilities have been constructed or installed on or with respect to a Licensor Pole or Licensor Anchor Rod, any existing Other Licensee shall, in connection with its own business or service requirements, need to attach additional facilities to such Licensor Pole or Licensor Anchor Rod in such a manner as to require rearrangement of the existing Licensee Facilities, Licensee will either rearrange such Licensee Facilities or relocate such Licensee Facilities to another Licensor Pole or Licensor Anchor Rod designated by Licensor and reasonably acceptable for such purposes, all at the cost and expense of such Other Licensee. Licensee shall not be required to rearrange or relocate Licensee Facilities to accommodate any Other Licensee which was granted a license or privilege to use any Licensor Pole or Licensor Anchor Rod after the first to occur of (a) the construction and installation of Licensee Facilities, or (b) the date of this Agreement.

10. **Inspection.** Licensor shall have the right to inspect Licensee Facilities at any time upon thirty (30) days prior written notice to Licensee, except in such cases where safety considerations or emergency justify the need for immediate inspection, in which case, Licensor shall provide Licensee with notice as soon as practicable.

11. **Security.** Licensee shall furnish security in the form of a performance bond, irrevocable letter of credit, or other form reasonably acceptable to Licensor in the amount of twenty-five thousand dollars (\$25,000). There shall be recoverable by Licensor from this security an and all unpaid fees, charges, costs, expenses, damages, or losses suffered or incurred by Licensor resulting from the failure of Licensee to faithfully comply with this Agreement.

12. **Insurance.** Licensee shall maintain and keep in effect during the Term insurance coverage as set forth in Exhibit "C" attached hereto and made part of this agreement.

13. **Indemnification.** Licensee hereby indemnifies and agrees to hold harmless Licensor from and against any and all loss, damage, cost, expense, or liability to the extent it arises or results from the negligence or willful misconduct of Licensee in connection with the installation, construction, maintenance, or repair of Licensee Facilities or otherwise from any Licensee Default (as hereafter defined). Licensor hereby indemnifies and agrees to hold harmless Licensee from and against any and all loss, damage, cost, expense, or liability to the extent it arises or results from the negligence or willful misconduct of Licensor in connection with Licensor Poles and Licensor Anchor Rods or otherwise from any Licensor Default (as hereafter defined). In no event shall either party be liable for any punitive, consequential, incidental, special damages or lost profits incurred or alleged to have been incurred by anyone. Any party seeking indemnification hereunder ("Indemnitee") shall promptly notify the other party ("Indemnitor") of the nature and amount of such claim and the method and means proposed by the Indemnitee for defending or satisfying such claim. The Indemnitee shall consult with the Indemnitor respecting the defense and satisfaction of such claim, including the selection of and

direction to legal counsel, and the Indemnitee shall not pay or settle any such claim without the prior written consent of the Indemnitor, which shall not be unreasonably withheld.

14. **Licensee Default.** In the event:

(a) Licensee shall fail to pay any undisputed sums due to Licensors when due hereunder and such failure shall continue for a period of thirty (30) days after written notice from Licensors to Licensee, or

(b) Licensee shall fail to observe or perform any of the other terms or provisions of this Agreement and such failure shall continue for a period of thirty (30) days after written notice from Licensors to Licensee (or such longer period as may be necessary if such failure cannot reasonably be cured within such thirty (30) day period and if Licensee undertakes such cure within such thirty (30) day period and thereafter diligently proceeds, in good faith, to cure such failure),

("Licensee Default"), Licensors may, in addition to any and all other remedies allowed by law, terminate the license herein granted to Licensee.

15. **Licensors Default.** In the event Licensors shall fail to observe or perform any of the terms and provisions of this Agreement and such failure shall continue for a period of thirty (30) days after written notice from Licensee to Licensors (or such longer period as may be necessary if such failure cannot reasonably be cured within such thirty (30) day period and if Licensors undertakes such cure within such thirty (30) day period and thereafter diligently proceeds, in good faith, to cure such failure) ("Licensors Default"), Licensee may, in addition to any and all other remedies allowed by law specifically enforce this Agreement (and the license herein granted) against Licensors.

16. **Removal.** Licensee may at any time upon written notice to Licensors remove Licensee Facilities from one or more Licensors Poles and Licensors Anchor Rods without terminating or otherwise affecting the license herein granted and the right of Licensee to use all other Licensors Poles and Licensors Anchor Rods. In such event, Licensee shall not thereafter be liable for any fees, charges, costs, or expenses under this Agreement with respect to those Licensors Poles and Licensors Anchor Rods from which Licensee Facilities were removed. Any such removal shall not prevent Licensee from thereafter reattaching Licensee Facilities to such Licensors Poles or Licensors Anchor Rods, subject however, to Licensors approval of new Drawings respecting such reattachment in accordance with this Agreement.

17. **Termination.** Upon termination of this Agreement, Licensee shall, at its expense, have the option to remove Licensee Facilities and restore the Licensors Poles to a condition reasonably satisfactory to Licensors, or to abandon Licensee Facilities. Failure to remove Licensee Facilities within 180 days shall be deemed an abandonment by Licensee. In the event of an abandonment, Licensors shall be allowed to either (a) remove Licensee Facilities at the sole cost and expense of Licensee or (b) take control of Licensee Facilities as property

of Licensor, without compensation, and in no event shall either party have any claim for damages against the other on account of the taking over of Licensee Facilities, nor shall Licensee have any obligation to Licensor for the abandonment of Licensee Facilities upon Licensor taking control of Licensee Facilities.

18. **Assignment.** Licensee may not assign or otherwise transfer this Agreement or the license herein granted without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed; provided, Licensee shall not be required to obtain the consent of Licensor to any assignment or transfer of this Agreement or the license herein granted to any Affiliate of Licensee, any purchaser of all or substantially all of the assets of Licensee, or any Person with which or into which Licensee may merge or consolidate.

19. **Force Majeure.** The time of performance of any duty or obligation of Licensor or Licensee hereunder (except with respect to the payment of legal fees, charges and other amounts payable by Licensee to Licensor hereunder) shall be extended for the period during which performance was delayed or impeded by reason of strikes, lock outs, labor troubles, inability to procure materials or building permits, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fire, casualty, earthquake, acts of God, or other reasons of a like nature not the fault of a the party performing such duty or obligation.

20. **Confidentiality.** Unless by mutual agreement, or to the extent directed by a court of competent jurisdiction, Licensor and Licensee shall not disclose this Agreement or the terms hereof to any Person other than such party's Affiliates or such party's officers, employees, and consultants, who are similarly bound hereby. Notwithstanding the foregoing, Licensee acknowledges that Licensor is a municipal corporation bound by public disclosure laws of the State of New York and that compliance with those laws shall not constitute a breach of this Agreement.

21. **Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, , sent by overnight commercial air courier (such as Federal Express), electronic mail, or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses set forth below or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail.

IF TO LICENSEE: ErieNet Local Development Corp.  
1 Seneca Street, Floor 29  
Buffalo, NY 14203

IF TO LICENSOR: Village of Springville

5 W. Main St  
PO Box 17  
Springville NY  
14141

22. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

23. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New York. Nothing herein shall prevent either party from pursuing its rights under current and future federal or state laws.

24. **Entire Agreement.** This Agreement states the entire agreement between the parties and supersedes all prior agreements and understanding, whether oral or written, between the parties with respect to the subject matter hereof, and may not be amended or modified except by a written instrument executed by the parties hereto.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

**Village of Springville**

Dated: \_\_\_\_\_

BY:

\_\_\_\_\_

Timothy P. Michaels  
Mayor

ErieNet Local Development Corp.

Dated: \_\_\_\_\_

BY:

\_\_\_\_\_

Melissa Hartman  
Executive Director

**EXHIBIT "A"**

**APPLICATION FOR POLE ATTACHMENT**

To Licensor: Village of Springville  
5 W. Main St  
Springville, NY 14141

Application Number: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

\_\_\_\_\_

In accordance with the above-mentioned agreement, Licensee hereby requests permission to place, replace, rebuild, reinforce, rearrange, and maintain attachments on the poles located at, all as more particularly depicted on the attached drawings.

Licensor: ErieNet Local Development Corp.

Date: \_\_\_\_\_

By: \_\_\_\_\_

## **EXHIBIT "B"**

### **FEES AND CHARGES**

Prior to attaching to the Licensor Poles, Licensee agrees to pay to Licensor an annual attachment fee in the amount of \$15.00 for each pole owned solely by Licensor and \$7.50 for each jointly owned pole.

**EXHIBIT "C"**

**MINIMUM GENERAL INSURANCE  
REQUIREMENTS**

The following insurance shall be maintained in  
continuous effect.

<u>Coverage Required</u>	Minimum Limits Required
A. Workers Compensation	New York Statutory
B. Comprehensive General Liability, Including Products, Completed Operations, & Contractual Liability and Naming the Licensor as "Additional Insured"	
Bodily Injury	\$ 1,000,000 Each
Property Damage *	Occurrence/Aggregate \$ 500,000 Each
OR	Occurrence/Aggregate
Bodily Injury and Property Damage* Combined	\$1,000,000 Each Occurrence/Aggregate
C. Automobile Liability, including All Owned, Non-Owned, and Hired Autos	
Bodily Injury and Property Damage Combined	\$ 1,000,000 Each Occurrence/Aggregate
D. Excess/Umbrella Liability (required only if limits for Coverage B or C are less than specified above)	
Bodily Injury and	\$2,000,000 Each Occurrence/Aggregate

\*Explosion, Collapse, and Underground hazard exclusions shall be deleted when any work involves digging, excavating, or grading.

## INSTRUCTIONS FOR PREPARING CERTIFICATE

1. A Certificate for the above required Coverage and Limits shall be completed and submitted at least two weeks prior to commencement of work or service to the Village of Springville 5 W. Main St PO Box 17 Springville NY 14141
2. A description of the operations, work, service, or contract requiring insurance shall be provided in the Certificate.
3. Certificates shall provide at least thirty (30) days advance written notice of cancellation, reduction, or non-renewal of coverage.

**APPLICATION FOR POLE RENTAL FOR CATV/CLEC**

To: Village of Springville  
 ATTN: Superintendent of Public Works  
 PO Box 17  
 Springville, NY 14141

Pole Owner Agreement Number \_\_\_\_\_

From: ErieNet LDC.

CLEC Agreement Number \_\_\_\_\_

CATV/CLEC Request: Please add the pole attachments described below effective \_\_\_\_\_

Town/ City/ Village	Street	Elec Circuit #	TELCO Route #	Pole Number Electric/Tel	Number of Attach.	Pole Ownership		
						50% Joint	100% Tel	100% Elec
Total Pole Attachments								
Rate per Pole								
Total Annual Rate								

\_\_\_\_\_  
 Authorized Signature, ErieNet LDC

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature Village of Springville

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**JOINT POLE PROPOSAL FORM**


From: ErieNet LDC \_\_\_\_\_ Town: \_\_\_\_\_ C.O. District: \_\_\_\_\_ PROPOSAL NUMBER: \_\_\_\_\_  
 \_\_\_\_\_ Village: \_\_\_\_\_ Tax District: \_\_\_\_\_ Prepared: \_\_\_\_\_, 20\_\_\_\_\_  
 Prepared By: \_\_\_\_\_

We propose the action detailed below with respect to the poles or anchors listed. If such action is agreeable to you please indicate acceptance and return one (1) copy, otherwise indicate exceptions and return.  
 Pole Owner Job Number: \_\_\_\_\_

Item #	HP #	POT #	Street Address	Line # ELC OO	Pole # ELC OO	INST	REPL	REMY	BUY	Existing			Proposed			Basic Cost		Excess Height To:	Net Cost	
										OWN	Size/class	YR	OWN	Size/class	EXHIT	TO ELC	TO ENet		To Pole Owner	To ENet

The company indicated for any operations is hereby authorized to bill the other company for the indicated part of the cost of such operation  
 Total Due: \_\_\_\_\_

Remarks: \_\_\_\_\_  
 Sketch attached: \_\_\_\_\_  
 Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



VILLAGE OF SPRINGVILLE

Incorporated April 11, 1834

5 W. Main St. P.O. Box 17, Springville NY 14141

(716) 592-4936 / Fax (716) 592-7088 / TDD (800) 662-1220

CEO

John Baker

Attorney

Paul Weiss

Mayor  
Timothy P. Michaels  
Deputy Mayor  
Russel Belscher  
Trustees  
Lindsay Buncy  
Mary Padasak  
Jessica Schuster

LEGAL NOTICE  
TAX WARRANT  
VILLAGE OF SPRINGVILLE

*You are hereby commanded to receive and collect from the several persons named in the Tax Roll hereunto annexed, the several sums stated in the last column hereof opposite their respective names, being a total \$2,264,591.67 for the following purpose:*

*For the current Budget \$2,121,902  
For the Releived Water/Sewer Charges \$132,995.32  
For the Releived Taxes/Exempt \$4,058.85  
For the Releived Accounts Receivable \$967.50  
Omitted Tax \$4,667.45  
Total Taxes Receivable \$ 2,264,591.67*

*You are further commanded to receive and collect such sums without additional charge between the first day of June and the first day of July 2024, both inclusive; and thereafter to collect with such of the sums as have not been therefore collected and additional charge of seven and one-half per centum for the first month or fraction thereof, and one and one-half per centum for each month or fraction thereof until paid.*

*You are further commanded to file the tax roll and warrant in your office on or before the first day of November 2024 and to deliver to the Board of Trustees at the same time an account of the taxes remaining due and unpaid; describing each parcel of real property upon which taxes are unpaid, showing the person or persons to whom the parcel is assessed and showing as to each parcel the amount of tax unpaid.*

\_\_\_\_\_  
Timothy P. Michaels  
Mayor

Date May 6, 2024

Attest: \_\_\_\_\_  
Holly Murtiff  
Deputy Clerk

*Historic Springville Home of Glenn "Pop" Warner, Architect of Modern Day Football*

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs)  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410  
Or call (800) 795-3272 (Voice)



**Village of Springville Tentative Budget for 2024-2025**

Adopted by the Village Board on March 18, 2024

	General Fund	Water Fund	Sewer Fund	Electric Fund
Appropriations (Expenditures)	\$ 4,028,480	\$ 1,145,100	\$ 1,652,711	\$ 4,793,185
Estimated Revenue (other than Real Property Taxes)	\$ 1,576,578	\$ 1,145,100	\$ 1,652,711	\$ 4,793,185
Reserve Fund Revenues	\$ -	\$ -	\$ -	\$ -
Appropriated Fund Balance	\$ 330,000	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 1,906,578</b>	<b>\$ 1,145,100</b>	<b>\$ 1,652,711</b>	<b>\$ 4,793,185</b>

Balance of Appropriations				
To be raised by Real Property Tax Levy	\$ 2,121,903	2,121,902		
NYS Tax Cap for 2024-2025 (2%) Tax Cap Override Passed on 1/2/2024	\$ 2,089,769		\$ 32,134	amt over tax cap
Taxable Property Assessed Valuation	106,007,730		\$ 106,087,388	2023-2024 assess val
Equalization Rate 2024-2025	32%			
Taxable Status Date	3/1/2023			
Valuation Date	7/1/2022			
<b>2024-2025 Village Tax Levy</b>	<b>\$ 2,121,903</b>	2,121,902	\$ (79,658.00)	loss of assessment

<b>2024-2025 Tax Rate per \$1000</b>	<b>20.01649</b>
19.25087	2023-2024 Tax Rate

3.82% Tax rate increase

<b>2024-2025 Levy Percentage Increase</b>	<b>3.75%</b>
\$2,042,274	2023-2024 Levy

State Aid Received GF (estimated)	
AIM - State Revenue Sharing	\$ 35,518
CHIPS	\$ 106,409
Mortgage Tax	\$ 30,000
Other General State Aid	\$ -
<b>Total State Aid Received General Fund</b>	<b>\$ 171,927</b>

**TENTATIVE BUDGET  
VILLAGE OF SPRINGVILLE  
2024-2025**

VILLAGE OF  
SPRINGVILLE  
MAR 01 2024  
RECEIVED



NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES

PRO-RATED TAX AND OMISSION NOTICE FORM

*Joey Village*

Town of Concord

Name of assessing unit  
86 Franklin St, PO Box 368

Address  
Springville, NY 14141

To: Roosa Family Associates, L.P.  
4480 Hungry Hollow Rd  
Great Valley, NY 14779

Date: 3/20/2023

*Code 38160*

PARCEL ID: 347.05-1-2.12

1. This is to notify you that the property owned by you and located at 325 S. Cascade Drive was erroneously omitted from the 20 22 assessment roll and was improperly excluded from taxation for the following tax levying units at the corresponding tax rates:

	<u>Tax Levying Unit</u>	<u>Fiscal Year</u>	<u>Tax Rate</u>
a.	Town of Concord	2023	9.574534
b.	Erie County	2023	11.947181
c.	Springville Griffith Central Sch	2022	42.524459
d.	Village of Springville	2023	<del>49.25087</del> <u>18.774950</u>

*= \$4667.45*

The property is liable for taxation at the above tax rates based on its assessed value in the year of omission. I/we have calculated the assessed value to be \$ 248,600 and this value has been entered on the current assessment roll. The previous year's tax liability will be payable this year along with property taxes applicable to this year's assessed value.

2. Administrative review of this assessment is available upon the filing of a complaint with the Town of Concord Board of Assessment Review, which is scheduled to meet at 3:00 a.m. (p.m.) on June 6, 20 23 at Concord Town Hall.

If you have any questions concerning this notice, please contact the Assessor at the above address.

Very truly yours,

Assessor/Chairman  
Board of Assessors

VILLAGE OF SPRINGVILLE  
May 6, 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 Historic Preservation Commission meeting on December 11, 2023. **CA.1**

Minutes of the Historic Preservation Commission meeting on March 11, 2024. **CA.2**

PROJECT: 0000010497 - RESIDENTIAL ALTERATION  
PROPERTY: 108 PEARL ST  
ISSUED DATE: 4/10/2024  
ISSUED TO: NEFF, JOHN P  
108 PEARL ST.  
SPRINGVILLE, NY 14141  
TYPE: RESIDENTIAL ALTERATION

PROJECT: 0000010498 - DECKS  
PROPERTY: 70 ALBRO AVE  
ISSUED DATE: 4/10/2024  
ISSUED TO: NELLIGAN, CLAIRE  
70 ALBRO AVE  
SPRINGVILLE, NY 14141  
TYPE: DECKS

PROJECT: 0000010499 - SWIMMING POOLS W/FENCE  
PROPERTY: 231 E MAIN ST  
ISSUED DATE: 4/10/2024  
ISSUED TO: SMITH, DARYL  
231 E MAIN ST  
SPRINGVILLE, NY 14141  
TYPE: SWIMMING POOLS

PROJECT: 0000010500 - UTILITY CHANGES-WATER  
PROPERTY: 296 FRANKLIN ST 1  
ISSUED DATE: 4/11/2024  
ISSUED TO: BLACKWELL, KELSEY  
296 FRANKLIN ST.(1)  
SPRINGVILLE, NY 14141  
TYPE: PLUMBING

PROJECT: 0000010501 - DRIVEWAY  
PROPERTY: 118 WOODWARD AVE  
ISSUED DATE: 4/15/2024  
ISSUED TO: PIERCE, NOAH  
118 WOODWARD AVE  
SPRINGVILLE, NY 14141  
TYPE: DRIVEWAY

PROJECT: 0000010502 - RESIDENTIAL ALTERATION  
PROPERTY: 35 COLONIAL DR  
ISSUED DATE: 4/15/2024  
ISSUED TO: CCD PARTNERS LLC  
4156 N. BUFFALO RD  
UNIT 7  
ORCHARD PARK, NY 14127  
TYPE: RESIDENTIAL ALTERATION

VILLAGE OF SPRINGVILLE  
May 6, 2024  
Page 2  
PERMITS AND APPLICATIONS

PROJECT: 0000010503 - VIOLATION-PROP MAINT  
PROPERTY: 37 S CENTRAL AVE 1ST F  
ISSUED DATE: 4/16/2024  
ISSUED TO: STURM, WILLIAM  
25 CAROLINE LANE  
ELMA, NY 14059

TYPE: VIOLATION

PROJECT: 0000010504 - UTILITY CHANGES-PLUMBING  
PROPERTY: 71 S EDGEWOOD DR  
ISSUED DATE: 4/17/2024  
ISSUED TO: REDING INC  
431 WAVERLY ST  
SPRINGVILLE, NY 14141

TYPE: UTILITY CHANGES

PROJECT: 0000010505 - RESIDENTIAL ALTERATION  
PROPERTY: 182 MILL ST  
ISSUED DATE: 4/17/2024  
ISSUED TO: HUDSON, GEORGE  
6448 STINSON ROAD  
ARCADE, NY 14009

TYPE: RESIDENTIAL  
ALTERATION

PROJECT: 0000010506 - ROOFING  
PROPERTY: 29 PROSPECT AVE  
ISSUED DATE: 4/17/2024  
ISSUED TO: LANGENDORFER, LUCAS  
29 PROSPECT AVE  
SPRINGVILLE, NY 14141

TYPE: ROOF

PROJECT: 0000010507 - UTILITY CHANGES  
PROPERTY: 26 PEARL ST  
ISSUED DATE: 4/18/2024  
ISSUED TO: BATTERSON, PAM  
41 OHIO ST  
SPRINGVILLE, NY 14141

TYPE: UTILITY CHANGES

PROJECT: 0000010508 - VARIANCE  
PROPERTY: 192 WOODWARD AVE  
ISSUED DATE: 4/19/2024  
ISSUED TO: PIRDY, ROBIN  
192 WOODWARD AVE.  
SPRINGVILLE, NY 14141

TYPE: USE - ZONING REVIEW

PROJECT: 0000010509 - UTILITY CHANGES-ELECTRIC  
PROPERTY: 13905 MILL ST  
ISSUED DATE: 4/23/2024  
ISSUED TO: BECONY, DAVID  
13905 MILL ST.  
SPRINGVILLE, NY 14141

TYPE: ELECTRIC

VILLAGE OF SPRINGVILLE  
May 6, 2024  
Page 3  
PERMITS AND APPLICATIONS

PROJECT: 0000010510 - UTILITY CHANGES-WATER  
PROPERTY: 508 E MAIN ST  
ISSUED DATE: 4/24/2024  
ISSUED TO: Q&D MANAGEMENT  
5500 MAIN ST  
WILLIAMSVILLE, NY 14221  
TYPE: PLUMBING

PROJECT: 0000010511 - RESIDENTIAL HOME/STRUCTURAL  
PROPERTY: 297 W MAIN ST E1  
ISSUED DATE: 4/23/2024  
ISSUED TO: 297 WEST MAIN STREET LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033  
TYPE: RESIDENTIAL  
HOME/STRUCT

PROJECT: 0000010512 - UTILITY CHANGES-ELECTRIC  
PROPERTY: 297 W MAIN ST A1  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033  
TYPE: UTILITY CHANGES

PROJECT: 0000010513 - RESIDENTIAL HOME/STRUCTURAL  
PROPERTY: 297 W MAIN ST E2  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN STREET LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033  
TYPE: RESIDENTIAL  
HOME/STRUCT

PROJECT: 0000010514 - UTILITY CHANGES-ELECTRIC  
PROPERTY: 297 W MAIN ST E2  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033  
TYPE: ELECTRIC

PROJECT: 0000010515 - RESIDENTIAL HOME/STRUCTURAL  
PROPERTY: 297 W MAIN ST E3  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033  
TYPE: RESIDENTIAL  
HOME/STRUCT

PROJECT: 0000010516 - UTILITY CHANGES-ELECTRIC  
PROPERTY: 297 W MAIN ST E3  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033  
TYPE: ELECTRIC

VILLAGE OF SPRINGVILLE  
May 6, 2024  
Page 4  
PERMITS AND APPLICATIONS

PROJECT: 0000010517 - RESIDENTIAL HOME/STRUCTURAL  
PROPERTY: 297 W MAIN ST E4  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

TYPE: RESIDENTIAL  
HOME/STRUCT

PROJECT: 0000010518 - UTILITY CHANGES-ELECTRIC  
PROPERTY: 297 W MAIN ST E4  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

TYPE: ELECTRIC

PROJECT: 0000010519 - RESIDENTIAL HOME/STRUCTURAL  
PROPERTY: 297 W MAIN ST E5  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

TYPE: RESIDENTIAL  
HOME/STRUCT

PROJECT: 0000010520 - UTILITY CHANGES-ELECTRIC  
PROPERTY: 297 W MAIN ST E5  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

TYPE: ELECTRIC

PROJECT: 0000010521 - RESIDENTIAL HOME/STRUCTURAL  
PROPERTY: 297 W MAIN ST E6  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

TYPE: RESIDENTIAL  
HOME/STRUCT

PROJECT: 0000010522 - UTILITY CHANGES-ELECTRIC  
PROPERTY: 297 W MAIN ST E6  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

TYPE: ELECTRIC

PROJECT: 0000010523 - RESIDENTIAL HOME/STRUCTURAL  
PROPERTY: 297 W MAIN ST F1  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN STREET LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

TYPE: RESIDENTIAL  
HOME/STRUCT

VILLAGE OF SPRINGVILLE  
May 6, 2024  
Page 5  
PERMITS AND APPLICATIONS

PROJECT: 0000010524 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC  
PROPERTY: 297 W MAIN ST F1  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

PROJECT: 0000010525 - RESIDENTIAL HOME/STRUCTURAL TYPE: RESIDENTIAL  
PROPERTY: 297 W MAIN ST F2 HOME/STRUCT  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

PROJECT: 0000010526 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC  
PROPERTY: 297 W MAIN ST F2  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

PROJECT: 0000010527 - RESIDENTIAL HOME/STRUCTURAL TYPE: RESIDENTIAL  
PROPERTY: 297 W MAIN ST F3 HOME/STRUCT  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

PROJECT: 0000010528 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC  
PROPERTY: 297 W MAIN ST F3  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

PROJECT: 0000010529 - RESIDENTIAL HOME/STRUCTURAL TYPE: RESIDENTIAL  
PROPERTY: 297 W MAIN ST F4 HOME/STRUCT  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

PROJECT: 0000010530 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC  
PROPERTY: 297 W MAIN ST F4  
ISSUED DATE: 4/24/2024  
ISSUED TO: 297 WEST MAIN, LLC  
7071 LIEBLER ROAD  
COLDEN, NY 14033

VILLAGE OF SPRINGVILLE  
May 6, 2024  
Page 6  
PERMITS AND APPLICATIONS

PROJECT: 0000010531 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC  
PROPERTY: 7343 ZOAR RD  
ISSUED DATE: 4/25/2024  
ISSUED TO: SPINUZZA, PETER  
152 NORTH CREEK DR  
CHEEKTOWAGA, NY 14225

PROJECT: 0000010532 - DECKS TYPE: DECKS  
PROPERTY: 35 CHILDS ST  
ISSUED DATE: 4/26/2024  
ISSUED TO: BRISLEY, WILLIAM & DEANN  
35 CHILDS ST  
SPRINGVILLE, NY 14141

PROJECT: 0000010533 - ROOFING TYPE: ROOF  
PROPERTY: 35 CHILDS ST  
ISSUED DATE: 4/26/2024  
ISSUED TO: BRISLEY, WILLIAM & DEANN  
35 CHILDS ST  
SPRINGVILLE, NY 14141

PROJECT: 0000010534 - DRIVEWAY TYPE: DRIVEWAY  
PROPERTY: 34 CHURCH ST LWR  
ISSUED DATE: 4/29/2024  
ISSUED TO: KRZEMIEN, KIMBERLY  
34 CHURCH ST  
SPRINGVILLE, NY 14141

PROJECT: 0000010535 - FENCES TYPE: FENCES  
PROPERTY: 220 S CENTRAL AVE  
ISSUED DATE: 4/29/2024  
ISSUED TO: WRIGHT, KYLE  
220 S CENTRAL AVE  
SPRINGVILLE, NY 14141

PROJECT: 0000010536 - RESIDENTIAL ALTERATION TYPE: RESIDENTIAL  
PROPERTY: 67 GREENWOOD PL ALTERATION  
ISSUED DATE: 4/29/2024  
ISSUED TO: MW DYLAG BUILDGERS  
3693 MILESTRIP ROAD  
WOODLAWN, NY 14219

PROJECT: 0000010537 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC  
PROPERTY: 67 GREENWOOD PL  
ISSUED DATE: 4/29/2024  
ISSUED TO: BAUCH, MICHAEL  
6286 OLD LAKE SHORE RD., LOT #  
LAKE VIEW, NY 14085



VILLAGE OF SPRINGVILLE  
May 6, 2024  
Page 7  
PERMITS AND APPLICATIONS

PROJECT: 0000010538 - RESIDENTIAL ALTERATION  
PROPERTY: 119 N CENTRAL AVE  
ISSUED DATE: 4/29/2024  
ISSUED TO: HERC PROPERTIES, LLC  
7659 ABBOTT HILL ROAD  
BOSTON, NY 14025

TYPE: RESIDENTIAL  
ALTERATION

PROJECT: 0000010539 - VIOLATION-NOISE, JUNK, SHOP  
PROPERTY: 38 WHITE ST  
ISSUED DATE: 4/30/2024  
ISSUED TO: WOODRING, DANIEL  
38 WHITE ST  
SPRINGVILLE, NY 14141

TYPE: VIOLATION

PROJECT: 0000010540 - FENCES  
PROPERTY: 142 W MAIN ST  
ISSUED DATE: 5/01/2024  
ISSUED TO: HARRINGTON, JASON E  
142 W. MAIN ST.  
SPRINGVILLE, NY 14141

TYPE: FENCES

PROJECT: 0000010541 - ROOFING  
PROPERTY: 52 WOODWARD AVE  
ISSUED DATE: 5/01/2024  
ISSUED TO: PUTNAM, RANDAL  
11650 SHARP ST  
EAST CONCORD, NY 14055

TYPE: ROOF

ATTACHMENT NO. CA 2  
AGENDA DATE 5/6/24

*Village of Springville  
Historic Preservation Commission*

March 11, 2024 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 Tuburdyke-ABSENT

*Also present:* Reed Brayman  
Chloe Krouse-10070 Davis Hill, E. Concord  
Max Collins-67 E. Main St., Springville  
Seth Wochensky-30 S. Central Ave., Springville

*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 from the Springville Center for the Arts for the property located at 27 E. Main Street. Mary James and Craig Bond are interested in having Mural placed on the wall of their building.

The mural will be installing a photographic mural of a portrait of a boy and his dog. The photo was taken by E.S. Spaulding who used to operate a portrait studio on Main Street. The image will be printed on 24lb. paper and adhered using wallpaper adhesive.

The photo is not permanent, but they are thinking it could last up to 5yrs. based on results from previous applications of the same process.

*Don Orton made the motion to approve the application as presented. Seconded by John Baronich. All in favor, none opposed.*

The second Certificate of Appropriateness that came before the Board was from the Springville Center for the Arts. The application is for a Mural of Bertrand Chaffee with red sunglasses to be placed onto the building located at 52 E. Main Street. The application was first presented to the Board on May 22, 2023 where it was TABLED, June 12, 2023 where it was TABLED again at the request of Seth Wochenski and again on July 10, 2023 were no action was taken on this application.

There was discussion regarding the concerns of the Mural being placed directly on the brick face and the attachment process. During the discussion, Chairman Bill Skura suggested placing the Mural onto a sign board and adhered with the Wheat Paste process and anchoring into the mortar. Chairman Skura is still concerned with the condition of the wall and mortar joints, so he suggested a free-standing sign board which could be weighted down on the adjacent roof.

Seth Wochensky liked the idea of weighing down a bracket with the 5ft. sign attached to it. This of course would need permission from the owner of the adjacent roof, Joe Emerling.

March 11, 2024

Page (2)

After some discussion and review, Chairman Bill Skura asked for a motion to vote.

*Don Orton made the motion to approve the application with the changes being a sign attached to the adjacent roof on a weighted bracket with the permission of the building owner. Seconded by Helen Brogan. Both Bill Skura and John Baronich abstained from this vote. All in favor, none opposed.*

**\*\*This motion to vote resulted in no action taken on this Application\*\***

The Board asked Seth Wochensky if they could turn any future Certificates of Appropriateness for Murals into the Village Office the last week of each month so that the SPACC can review them and give time to process them for the Historic Preservation meetings.

Seth invited the members of the Historic Preservation Committee to meet with him at any time in regard to the many projects that will be coming soon to the Historic Preservation Meetings. They could discuss the plans and any issues before they come before the Board.

The Board agreed to have five (5) letters sent to applicants of a Certificate of Appropriateness that has expired. These letters explain that any further work being done needs a new Certificate of appropriateness since the original has expired and no has contacted the Board in regard to the project.

Board Member Eric Tuburdyke sent a letter to the Board stating that he has decided to resign due to other commitments and not being able to make many of the meetings. His resignation is slated for May 1, 2024.

Reed Brayman informed the Board that this would be his late meeting. He has stepped down from being a Village Board Trustee and that a new Trustee will be appointed as our liaison.

*Bill Skura made the motion to accept the letter of resignation. Seconded by John Baronich. All in favor, none opposed.*

*Don Orton made the motion to adjourn at 8:15 pm, seconded by John Baronich. All in favor, none opposed.*

Respectfully Submitted,

Jennifer Blumenstein

ATTACHMENT NO. CA1  
AGENDA DATE 5/6/24

Village of Springville  
Historic Preservation Commission

December 11, 2023                      7:05 pm

The regular 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 – absent
  - Don Orton
  - John Baronich, Vice Chairman – absent
  - Eric Tuberdyke

Also present:                      Matthew and Valarie Retzlaff

The meeting was delayed to give Eric Tuberdyke time to come from a workshop/meeting with the fire department. His attendance made a quorum.

After the Pledge of Allegiance, Chairman Skura called the meeting to order at 7:05 pm.

A Certificate of Appropriateness was received from Matthew and Valarie Retzlaff for 227 West Main Street. They are asking to place a temporary, double-sided, canvas sign over the existing sign. This would allow them to actively advertise their bed and breakfast until such time when a permanent sign could be procured. The permanent sign would be installed within a year of this date. *Don Orton moved and Eric Tuberdyke seconded the application for a temporary, double-sided canvas sign for no more than 12 months from this date. All in favor, none opposed.*

The minutes for the October 23, 2023 meeting were tabled until the January 2024 meeting due to a lack of a quorum. Don Orton was absent for that meeting and could not vote on the minutes.

Chairman Skura announced the Village Board approved the PUBLIC ART PROCESS, GUIDELINES, AND CRITERIA on November 20, 2023. Copies were distributed to HPC members. Skura asked the HPC members to review the guidelines for the January meeting. Clerk Jennifer Blumenstein was asked to email the commission members a copy of the HPC art/mural final draft as preparation for discussion at the January meeting.

There being no other business, Eric Tuberdyke moved the meeting be adjourned at 7:25 pm. Don Orton seconded the motion. All in favor, none opposed.

Respectfully Submitted,

Don Orton, pro-tem.