

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

MAY 1, 2023

7:00 P.M.

BY MOTION OF:

NOTES

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MINUTES FROM MEETINGS
Regular Meeting Minutes of April 17, 2023 A.1
4. PUBLIC COMMENT
5. DEPARTMENT REPORTS
 - A. ADMINISTRATOR A.2
 - B. SUPERINTENDENT'S REPORT A.3
 - C. POLICE
 - D. FIRE DEPARTMENT
 - E. BUILDING INSPECTOR/CEO
 - F. CONTROL CENTER
6. NEW BUSINESS
7. OLD BUSINESS
8. BILLS
9. PERMITS AND APPLICATIONS
10. VILLAGE ATTORNEY REPORT
11. TRUSTEE NOTES & PROJECT REPORT
12. TREE COMMITTEE REPORT
13. EXECUTIVE SESSION
14. ADJOURN

DRAFT

ATTACHMENT NO. A1AGENDA DATE 5/1/23

VILLAGE OF SPRINGVILLE 2023 MINUTES

April 17, 2023

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	Reed Braman Lindsay Buncy Mary Padasak Terry Skelton
Village Administrator	Liz Melock
Superintendent of Public Works	Duane Boberg
Police Officer in Charge	Nicholas Budney
Fire Chief Building Inspector/ Code Enforcement Officer	Marc Gentner (7:05 – 717 pm) Michael Kaleta
Village Attorney	Paul Weiss
Deputy Clerk	Holly Murtiff
Also Attending	Max Borsuk, Springville Journal Jerry Cohoon (out at 7:17 pm)

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

1. Minutes Minutes of the Regular Meeting of April 3, 2023, were approved as written, by motion of Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed.

PUBLIC HEARING

2. LL 2023-4 Chapter 126 Best Value Bid Award At this time Mayor Michaels opened the public hearing for LL 2023-4, Chapter 126- Procurement Best Value Bid Award. Administrator Melock explained the matter to the Board and stated that it is the addition of Chapter 126 entitled "Procurement: Best Value Bid Awards".

Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to closing the Public Hearing.

PUBLIC COMMENT

There was no public comment this evening.

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DEPARTMENT REPORTS

ADMINISTRATOR REPORT

3. LL 4-2023 Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to naming the Village of Springville as the Lead Agency for LL 4-2023 Chapter 126 Procurement Best Value Bid Awards.
- Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to approving the SEQR and declaring a Negative Declaration for LL 4-2023 Procurement: Best Value Bid Awards.
- Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to adopting LL 4-2023 Procurement: Best Value Bid Awards. **041723 A.1**
4. Procurement Policy Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to approving the Village of Springville Procurement Policy. **041723 A.2**
4. Resignation Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed to accept the resignation of Building Inspector/Code Enforcement Officer Michael Kaleta effective August 4, 2023.
5. New Hire Motion was made by Trustee Braman, seconded by Trustee Skelton; carried, Mayor Michaels, Trustees Braman, Skelton, Buncy and Padasak voting yes, none opposed to appoint Jean Kwasnik as Clerk PT assigned to the court at a rate of \$18.00 per hour effective April 18, 2023.
6. Goodwin Electric Change Order Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to approve change order #2 for Goodwin Electric. There is not contract dollar change associated with this change order.
7. Letter of Intent Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to authorizing Mayor Michaels to sign a letter of intent with the HY-View Fire Department for the purchase of two used fire engines for \$90,000.
8. Budget Modifications Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to the attached budget modifications. **041723 A.3**
9. LOSAP Points Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to approve LOSAP points for Phil Drozd for the years 1997 & 1998 per recommendation from the Springville Volunteer Fire Company Inc.

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Administrator Melock updated the Board on the following;

- Financial reports (Treasurer's Report) – Balance Sheets, Rev & Exp Summaries have been submitted to the village board for March 2023.
- Any unpaid water and sewer balances after April 20th will be relieved onto the Village taxes for the June 1, 2023 bill. Payments must be in the village office by 4pm on April 20th. Any payments after that will be applied to the May water/sewer invoices.
- Free Summer Concerts start June 29th and a flyer is on the Village Web page and Facebook and was sent out in the utility bills.
- 96-gal garbage Tote delivery is scheduled for May 30-June 2, 2023. Property owner on record will be charged \$64 per tote on the Village Tax bill. Garbage totes will be set up for delivery to same properties that have recycling totes now except tax exemption properties. List is on the village web site. Call Village office with any questions 716-592-4936 X1467. Flyer was sent out in April invoices.

SUPERINTENDENT REPORT

10. MEUA
Voting
Delegate
- Motion was made by Trustee Braman, seconded by Mayor Michaels; carried, Mayor Michaels, Trustees Braman, Buncy, Padasak and Skelton voting yes, none opposed to naming Superintendent Duane Boberg as the voting delegate for the semi-annual MEUA meeting on Mayr 31, 2023.
11. Summer
New Hires
- Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to the following hiring for summer help.

Returning from last year: Rowen Potzler and Henry Domst
New employees: Chris Doty, Nate Guadagna, Cody Atwater, AJ Slippy and Annemarie Harrigan.

The pay rate for all summer help will be \$15.50/hr.

Superintendent Boberg updated everyone on the following;

- The whole plant generator for the WWTP will go thru the startup process tomorrow. Then the plant will have full plant back up.
- The Woodland Heights culvert project is nearly completed. This will alleviate the flooding when we get large rain storms.
- The Pickle Ball, Tennis Court and hockey courts are now open with all the nets up.
- Reminder, Village residents are not permitted to dump leaves or grass/flower clippings at the DPW 30 Nason Blvd. We are no longer accepting that type on collections.
- Condolences to the Sullivan family on their recent loss.

POLICE DEPARTMENT

Officer in Charge Budney had no report this evening but did extend his condolences to the Bugary family on the recent passing of Morton Corners Fire Chief Steve Bugary.

FIRE DEPARTMENT

There was no fire report this evening.

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BUILDING INSPECTOR/CODE ENFORCEMENT
BI/CEO Kaleta had no report this evening.

CONTROL CENTER
There was no Control Center report this evening.

NEW BUSINESS
There was no New Business this evening.

OLD BUSINESS
There was no Old Business this evening.

BILLS

Bills, as examined by members of the Board of Trustees were approved for payment in accordance with Abstracts #303 through #317, total of \$415,283.92 for the General, Water/Sewer, Electric, Trust and Agency Funds by motion of Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed.

PERMITS AND APPLICATIONS

Motion was made by Trustee Skelton, seconded by Mayor Michaels; carried, Mayor Michaels, Trustees Skelton, Braman and Buncy voting yes, Trustee Padasak abstaining none opposed to accepting the permits and applications attached.

Minutes of the Historic Preservation Commission meetings on;
January 9, 2023
March 13, 2023

Minutes of the Planning Board meetings on;
December 27, 2022
January 24, 2023
March 28, 2023

Minutes of the Zoning Board meetings on;
January 11, 2023
March 8, 2023

PROJECT: 0000010148 - NONRES NONSTRUCTURAL TYPE: NONRES
PROPERTY: 126 W MAIN ST NONSTRUCTURAL
ISSUED DATE: 3/28/2023
ISSUED TO: HEINEMAN, AMY
126 W MAIN ST
SPRINGVILLE, NY 14141

PROJECT: 0000010149 - ROOFING TYPE: ROOF
PROPERTY: 243 W MAIN ST
ISSUED DATE: 3/29/2023
ISSUED TO: ROHR, LLC
243 W MAIN ST SUITE 6
SPRINGVILLE, NY 14141

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PROJECT: 0000010150 - UTILITY CHANGES
PROPERTY: 243 WAVERLY ST
ISSUED DATE: 3/30/2023
ISSUED TO: FRIER, SEAN M
243 WAVERLY ST
SPRINGVILLE, NY 14141

TYPE: UTILITY
CHANGES

PROJECT: 0000010151 - ROOFING
PROPERTY: 197 EAST AVE
ISSUED DATE: 3/30/2023
ISSUED TO: PADASAK, MARY
197 EAST AVE
SPRINGVILLE, NY 14141

TYPE: ROOF

PROJECT: 0000010152 - VIOLATION-GARBAGE
PROPERTY: 108 E MAIN ST
ISSUED DATE: 3/31/2023
ISSUED TO: SPRAGUE PROPERTIES, INC
PO BOX 659
YORKSHIRE, NY 14173

TYPE: VIOLATION

PROJECT: 0000010153 - VIOLATION-TV AT ROAD
PROPERTY: 136 E MAIN ST
ISSUED DATE: 3/31/2023
ISSUED TO: EHINGER, GARY R
136 E MAIN ST
SPRINGVILLE, NY 14141

TYPE: VIOLATION

PROJECT: 0000010154 - LICENSES
PROPERTY: 334 FRANKLIN ST
ISSUED DATE:
ISSUED TO: EJ PROPERTIES INC
334 FRANKLIN STREET
SPRINGVILLE, NY 14141

TYPE: LICENSES

PROJECT: 0000010155 - UTILITY CHANGES
PROPERTY: 137 WOODWARD AVE
ISSUED DATE: 4/04/2023
ISSUED TO: EARL, JAMES
334 FRANKLIN ST
SPRINGVILLE, NY 14141

TYPE: UTILITY
CHANGES

PROJECT: 0000010156 - ROOFING
PROPERTY: 499 FRANKLIN ST
ISSUED DATE: 4/04/2023
ISSUED TO: VACINEK HEATING AND ROOFING
8038 BOSTON STATE ROAD
HAMBURG, NY 14075

TYPE: ROOF

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PROJECT: 0000010157 - SWIMMING POOLS
PROPERTY: 107 S CENTRAL AVE
ISSUED DATE: 4/04/2023
ISSUED TO: MIZELL, ALEXIS
107 S CENTRAL AVE
SPRINGVILLE, NY 14141

TYPE: SWIMMING
POOLS

PROJECT: 0000010158 - RESIDENTIAL ALTERATION
PROPERTY: 36 S BUFFALO ST
ISSUED DATE: 4/04/2023
ISSUED TO: AVERY, ANDREW E
36 S. BUFFALO ST.
SPRINGVILLE, NY 14141

TYPE: RESIDENTIAL
ALTERATION

PROJECT: 0000010159 - UTILITY CHANGES-ELECTRIC
PROPERTY: 36 S BUFFALO ST
ISSUED DATE: 4/05/2023
ISSUED TO: AVERY, ANDREW E
36 S. BUFFALO ST.
SPRINGVILLE, NY 14141

TYPE: UTILITY
CHANGES

PROJECT: 0000010160 - UTILITY CHANGES-GENERATOR TYPE: ELECTRIC
PROPERTY: 86 CHILDS ST
ISSUED DATE: 4/05/2023
ISSUED TO: SMITH, HELEN
86 CHILDS ST
SPRINGVILLE, NY 14141

PROJECT: 0000010161 - DRIVEWAY
PROPERTY: 83 ELK ST
ISSUED DATE: 4/06/2023
ISSUED TO: KOPP, GEARY
83 ELK ST
SPRINGVILLE, NY 14141

TYPE: DRIVEWAY

PROJECT: 0000010162 - ROOFING
PROPERTY: 17 SPAS DR
ISSUED DATE: 4/10/2023
ISSUED TO: SIXT, MARTIN
17 SPAS DR.
SPRINGVILLE, NY 14141

TYPE: ROOF

PROJECT: 0000010163 - HISTORIC PRESSERVATION-MURALS
PROPERTY: 37 N BUFFALO ST
ISSUED DATE: 4/11/2023
ISSUED TO: SPRINGVILLE CENTER FOR THE ART
P.O. BOX 62
SPRINGVILLE, NY 14141

TYPE:
HISTORIC PRESERV
REVIEW

VILLAGE ATTORNEY NOTES

There was no Attorney's report this evening

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TRUSTEE NOTES

Trustee Braman had no report this evening.

Trustee Padasak had no report this evening.

Trustees Skelton extended his condolences to the Sullivan family on their recent loss.

Trustee Buncy had no report this evening.

Trustee Braman informed everyone that at a recent HPC meeting it was announced that the Brewing Co. on East Main St. construction will restart again soon.

Mayor Michaels notified everyone that he recently attended a meeting with Town of Concord Supervisor Phil Drozd and several people from Erie County regarding the possibility of a dog park going into Spraguebrook park. He is looking for volunteers and help setting up a non-profit for this venture.

TREE COMMITTEE REPORT

There was no Tree Committee report this evening.

12. Adjourn

Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to adjourn the regular session at 7:30 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

Resolutions:

1. Authorize Mayor to Sign 23-24 Tax Warrant. See attached.
2. Appoint Timothy Shriver to Planning Board member effective immediately for a 5-year term ending April 3, 2028.
3. Authorize Mayor to Sign any and all paperwork for an easement with SGI for the relocation of the village water department water main from our wells at the High School off Eaton Street where the SGI ball diamond is being changed over to artificial turf. See attachments.
4. Authorize Administrator to Advertise for Public Hearing for Local Law 5 of 2023 Chapter 200 Section 2— Changes to Definitions – Front lot lines to be held on May 15, 2023 at 7:01 pm. See attached changes.
5. Authorize Administrator to Advertise for Public Hearing for Local Law 6 of 2023 Chapter 200 Section 5 Boundaries on the Zoning Map- Rezone parcels on W. Main and Clark Street from Single Family (R8.5) to Multiple Family (RM) to be held on June 5, 2023 at 7:01 pm. See attached.
6. Approve Liz Melock as the voting delegate for the Annual NYMPA meeting on May 31, 2023 in Syracuse. See attached.
7. Authorize Mayor to sign Inter-municipal Highway Shared Services Agreement with the highway and DPW's in Erie County. See attached.
8. Award the bid for the Village Office roof replacement to Shamus Roofing Inc who was the low bidder from April 27, 2023 bid date with the amount of \$74,500.
9. Award the low bidder of the Electric Department Retrofit Circuit Breakers bid from April 6, 2023 to ABB in the amount of \$288,260 for items #1, 2, 4, 5 and 6 (lifting device only) per recommendation letter. See attached.
10. Approve purchase of 2023 Ford Interceptor, for the Police department, from McCandles Ford in Mercer PA at the price of \$43,360. No trade as the fire dept will be taking the 2018 Ford Interceptor VIN ending in 48367. Vehicle will be available in the summer 2023. Two price quotes were received and McCandles is the lower price.
11. Approve Springville Volunteer Fire Dept receiving the 2018 Ford Interceptor to be used as the Fire Chief vehicle. The \$12,000 trade value will be paid through the fire department budget.
12. Authorize Go Bike to install a bike rack in the skate park in Heritage Park on the concrete at the location selected by the Superintendent of Public Works. See photos and emails.

Discussion Items:

1. Village tax bills will be mailed to owner on record on May 31st. The bills are due July 1st without penalty.
2. Free Summer Concerts start June 29th and a flyer is on the Village Web page and Facebook and was sent out in the utility bills.
3. 96-gal garbage Tote delivery is scheduled for May 30-June 2, 2023. Property owner on record will be charged \$64 per tote on the Village Tax bill. Garbage totes will be set up for delivery to same properties that have recycling totes now except tax exemption properties. List is on the village web site. Flyer was sent out in April invoices.


VILLAGE OF SPRINGVILLE


Mayor
Timothy P. Michaels
Deputy Mayor
Terry Skelton
Trustees
Reed Braman
Mary Padasak
Lindsay Buncy

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

**Administrator-
Clerk/Treasurer**
Liz C. Melock
CEO
Mike Kaleta
Attorney
Paul Weiss

**LEGAL NOTICE
TAX WARRANT 23-24
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 \$2,253,470 for the following purpose:

For the current Budget	\$2,042,274
For the Releived Water/Sewer Charges	\$106,895
For the Releived Taxes/Exempt	\$9,956
For the Releived Accounts Receivable	\$201
Total Taxes Receivable	\$2,159,326
 Special District 38200 – Garbage totes	 \$94,144

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 2023 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 thirty-first day of October, 2023 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 1, 2023

Attest: _____
Liz Melock
Administrator/Clerk/Treasurer

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)

WATER LINE EASEMENT AND AGREEMENT

This Water Line Easement and Agreement ("*Agreement*") is hereby made the ___ day of _____, 2022, between **Springville-Griffith Institute Central School District**, a New York central school district with an address of 267 Newman Street, Springville, New York 14141 ("*Owner*"), and the **Village of Springville**, a municipal corporation within Erie County and the State of New York, with an address 5 West Main Street, P.O. Box 17, Springville, New York 14141 (the "*Village*").

RECITALS

WHEREAS, Owner owns the real property located at 89 North Buffalo Street in the Village of Springville, Erie County, New York, which is currently known as tax account number 335.12-1-30 (the "*Property*"), and on which is located the Springville-Griffith Institute High School campus with a street address of 290 North Buffalo Street, Springville, New York;

WHEREAS, the Village conveyed a portion of the Property to Owner by deed dated May 7, 1945, and recorded in the Erie County Clerk's Office on July 27, 1945, in Liber 3738 of Deeds, page 213 (the "*Deed*");

WHEREAS, the Village reserved certain rights in the Deed, including the rights to lay, operate and maintain water mains, pipes and connectors over that portion of the Property conveyed to Owner by the Deed;

WHEREAS, the Village installed and maintains a water line (the "*Existing Water Line*") under and across that portion of the Property conveyed to Owner by the Deed, the approximate location of which is more particularly shown on the attached **Exhibit 1**;

WHEREAS, Owner desires to remove the Existing Water Line from its current location and construct a new water line (the "*Water Line*") to replace it within the Easement Area (defined below) in order to reduce interference with Owner's athletic fields located or to be located on that portion of the Property conveyed to Owner by the Deed;

WHEREAS, the removal of the Existing Water Line and related facilities and construction of the Water Line within the Easement Area includes the construction of the facilities and attachment of those facilities to portions of the Village's property as depicted and described in **Exhibit 2** (the "*Project*");

WHEREAS, Owner further desires to grant the Village an easement for the maintenance of a water line, as hereinafter provided, over and through all that tract or parcel of land more particularly described on **Schedule A** and shown on **Exhibit 2**, respectively, both of which are attached hereto and made a part hereof (hereinafter referred to as the "*Easement Area*").

NOW THEREFORE, the parties, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration agree as follows:

Agreement to Relocate Water Line

1. Owner shall perform or otherwise cause to be performed the Project in accordance with plans, designs and schedules as submitted to the Village by Owner on or before the full execution of this Agreement. Owner shall be solely responsible for all costs of the Project.
2. All lines and appurtenances laid or to be laid for the Village, its successors or assigns, shall be and remain the property of the Village, its successors and assigns, forever.

Grant of Easement

1. Owner hereby grants to the Village a non-exclusive easement to replace, reconstruct, relocate, operate, repair, maintain, inspect, add to, and remove the Water Line and all other appurtenances thereto in, upon, under, through, and across the Easement Area, on the terms and conditions set forth in this Agreement.
2. The Owner reserves for itself the full use and enjoyment of the Easement Area on its property and shall retain all rights not specifically conveyed by this Agreement, except that the Owner covenants not to construct any building, structure, equipment, mechanical or otherwise, on or upon said Easement Area and not to change the grade or contour of the Easement Area nor shall any excavating, mining, or blasting be undertaken within the limits thereof without the consent of the Village, which consent will not be unreasonably withheld, conditioned, or delayed. In amplification and not in limitation of the foregoing, the Owner specifically retains the right to use the surface of the Easement Area for all purposes not inconsistent with this grant, including but not limited to, vehicular and pedestrian ingress and egress, for vehicular parking, and for uses consistent therewith, including, but not limited to, the installation of paving and landscaping.
3. The cost of maintenance, repair, reconstruction, enlarging or replacing the Water Line, or any other costs associated in any way with the same shall be borne by and be the responsibility of the Village. Throughout the performance of any such maintenance, repair, reconstruction, enlarging or replacing the Water Line, the Village will maintain liability insurance in amounts reasonably acceptable to Owner and will maintain such other insurance as Owner may reasonably request. Upon request, the Village must furnish Owner with appropriate certificates evidencing such insurance coverage, identifying Owner as an additionally insured party and providing that such coverage may not be canceled or otherwise modified without thirty (30) days prior written notice to Owner.
4. The Village hereby agrees to indemnify, defend and hold harmless the Owner, its agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this Agreement occurring on the Easement Area, except such damages as are due to the gross negligence or willful misconduct of Owner, its agents, employees, grantees, successors or assigns.

5. If the surface of the Easement Area or of the Owner's property or if any improvements thereon are disturbed by the Village's activities at any time, the surface and improvements shall be promptly restored by the Village to its prior condition.
6. Owner hereby reserves the right to relocate from time to time all or any portion(s) of the Easement Area, provided the relocated Easement Area is reasonably adequate for Village's purposes as aforesaid, and provided that, if such relocation of all or a portion of the Easement Area necessitates, in the Village's sole discretion, the relocation of the Water Line located within the Easement Area, that Owner relocates the Water Line at Owner's sole cost and expense. In such event, Owner and the Village must execute, deliver and record an instrument in recordable form evidencing such relocation of the Easement Area.
7. This Agreement represents the entire agreement between the parties with respect to the matters set forth herein and may be modified only by a written agreement executed by both parties.
8. The rights granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
9. The provisions herein shall be interpreted under the laws of the State of New York.
10. This Agreement may be executed in any number of counterparts and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

[Remainder of page intentionally left blank.]

[Signature page 1 of 2 to Water Line Easement and Agreement]

IN WITNESS WHEREOF, the first parties have executed this Water Main Easement as of the day and year first written above.

Springville-Griffith Institute Central School District

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)

COUNTY OF ERIE) ss:

On the ____ day of _____, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Signatures Continue on Following Page]

Village of Springville

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF ERIE)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Legal Description of Easement Area

[To be completed once we obtain a legal description of the Easement Area from the surveyor]

EXHIBIT 1

Survey Map of Approximate Location of Existing Water Line

{8076285: }

EXHIBIT 2

Depiction of Project and Map of Easement Area

PROPOSED EASEMENT DESCRIPTION

Beginning at a point on the easterly line of lands now or formerly owned by the Village of Springville as recorded in Liber 10252 at page 545, said point being located 62.35 feet southerly from the northeasterly corner of said lands;

Thence, in a northeasterly direction a distance of 127.40 feet to a point;

Thence, continuing northeasterly, with an interior angle of $210^{\circ}18'48''$, a distance of 52.04 feet to a point;

Thence, easterly, with an interior angle of $119^{\circ}17'19''$, a distance of 90.03 feet to a point;

Thence, continuing easterly, with an interior angle of $167^{\circ}42'41''$, a distance of 195.34 feet to a point;

Thence, southeasterly, with an interior angle of $143^{\circ}50'33''$, a distance of 76.02 feet to a point;

Thence, southerly, with an interior angle of $126^{\circ}09'27''$, a distance of 129.47 feet to a point;

Thence, southeasterly, with an interior angle of $224^{\circ}00'00''$, a distance of 17.60 feet to property occupied by the Village of Springville Department of Public Works Well #1;

Thence, westerly, along property occupied by the Village of Springville Department of Public Works Well #1, with an interior angle of $47^{\circ}48'27''$ a distance of 13.50 feet to a point;

Thence, northwesterly, with an interior angle of $132^{\circ}11'33''$, a distance of 12.57 feet to a point;

Thence, northerly, with an interior angle of $136^{\circ}00'00''$, a distance of 128.44 feet to a point;

Thence, northwesterly, with an interior angle of $233^{\circ}50'33''$, a distance of 67.68 feet to a point;

Thence, westerly, with an interior angle of $216^{\circ}09'27''$, a distance of 190.99 feet to a point;

Thence, continuing westerly, with an interior angle of $192^{\circ}17'19''$, a distance of 83.10 feet to a point;

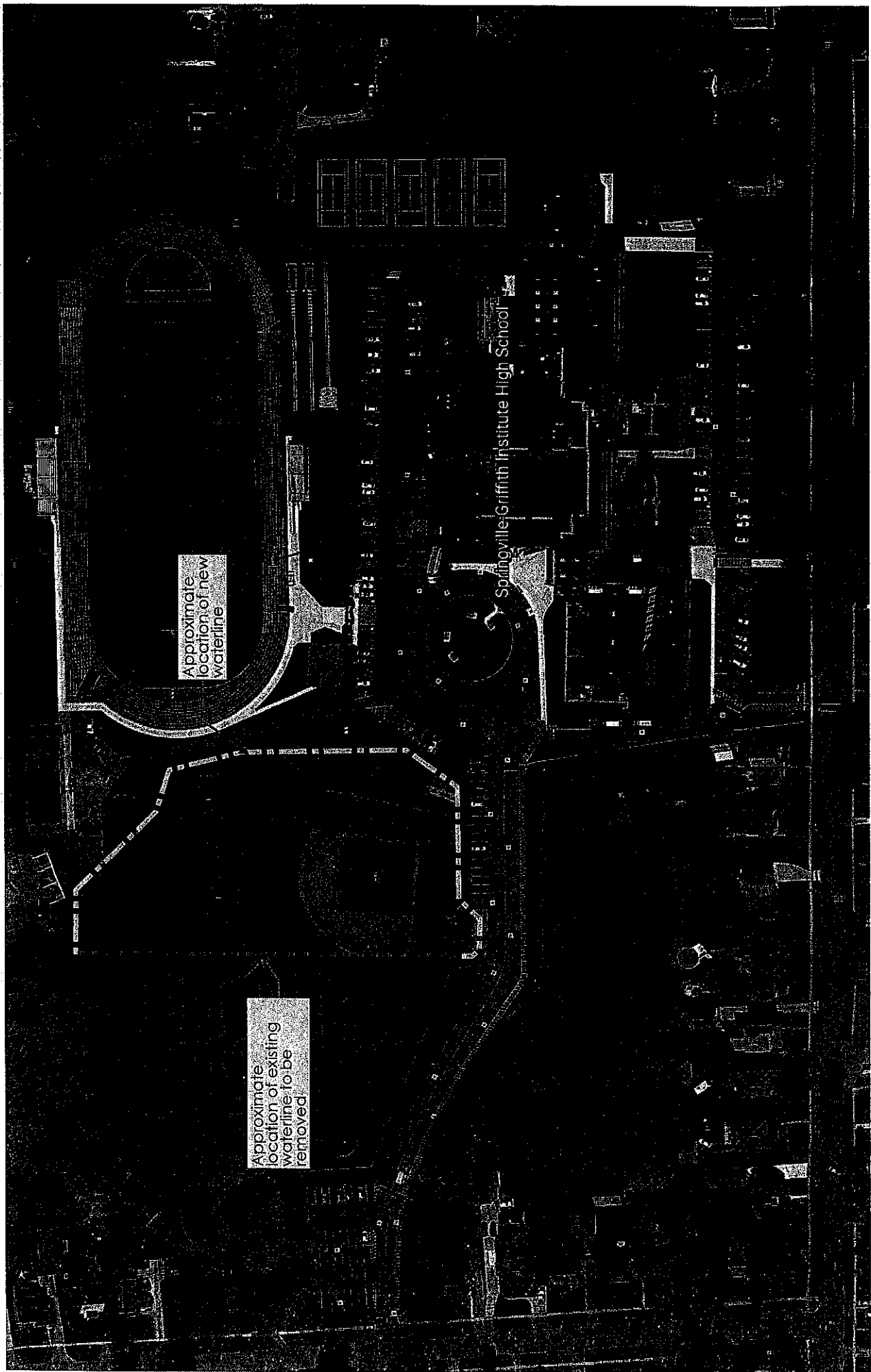
Thence, southwesterly, with an interior angle of $240^{\circ}42'41''$, a distance of 48.89 feet to a point;

Thence, continuing southwesterly, with an interior angle of $149^{\circ}41'12''$, a distance of 129.60 feet to a point;

Thence, southerly, with an interior angle of $226^{\circ}18'48''$, a distance of 71.56 feet to a point;

Thence, westerly, with an interior angle of $90^{\circ}00'00''$, a distance of 9.30 feet to a point on the easterly line of lands not or formerly owned by the Village of Springville as recorded in Liber 10252 at page 545;

Thence, northerly, along the lands of the Village of Springville, with an interior angle of $88^{\circ}41'12''$, a distance of 78.45 feet to the Point of Beginning.



Springville-Griffith Institute High School

Approximate location of new waterline

Approximate location of existing waterline to be removed



§ 200-2 **Word usage; definitions.**

B. Definition of words and terms. As used in this chapter, the following terms shall have the meanings indicated:

LOT AREA

The total horizontal area included within lot lines.

LOT, CORNER

A lot at the junction of and fronting on two or more intersecting streets.

LOT COVERAGE

The percentage of the horizontal area of the lot covered by a building or buildings, measured to the outside of the wall.

LOT FRONTAGE

The portion of a lot which runs along the street or streets which border the lot. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered front yards.

LOT, INTERIOR

Any lot other than a corner lot.

LOT LINE

Any boundary of a lot. Any "lot line" not a rear lot line nor a front lot line shall be deemed a side lot line.

LOT LINE, FRONT CURRENT

The street right-of-way line at the front of a lot. On a corner lot, the owner may specify the "front lot line" on the plot plan.

LOT LINE, REAR

The lot line opposite the front lot line.

LOT, THROUGH

A lot extending from one street to another.

LOT WIDTH

The horizontal dimension measured from side lot line to side lot line along a line parallel to the street line at the required minimum front yard depth.

YARD, FRONT

A yard extending between the side lot lines and situated between the street line and the front line of the principal building or use projected to the side lines of the lot.

YARD, REAR CURRENT

A yard extending between the side lot lines and situated between the rear lot line and the rear line of the principal building or use projected to the side lot lines.

YARD, SIDE CURRENT

A yard extended between the front yard and rear yard and situated between the side lot line and the adjacent side line of the principal building.

YARD, TRANSITIONAL

A side or rear yard of a property in a nonresidence district that abuts a property in a residence district

New **LOT LINE, FRONT** NEW

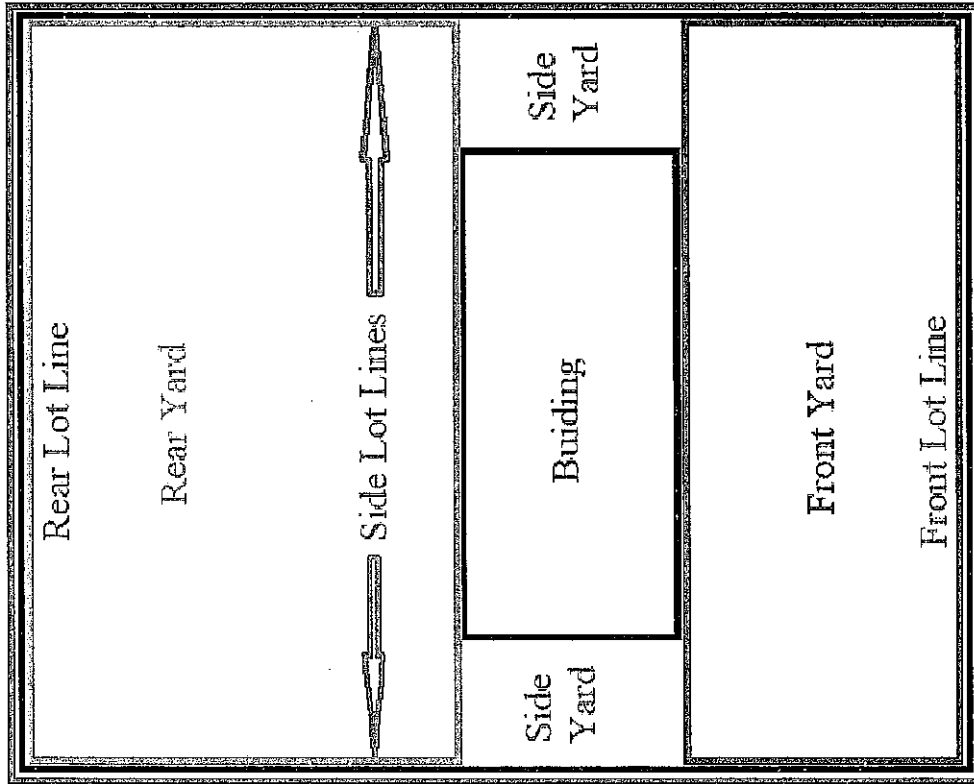
In the case of a lot abutting upon only one street, the line separating such lot from such street. In the case of a lot that abuts more than one street, each street line shall be considered to be a front lot line.

Add language to rear yard and side yard. NEW

On a corner lot the side yard will line up with the adjoining lot side yards.

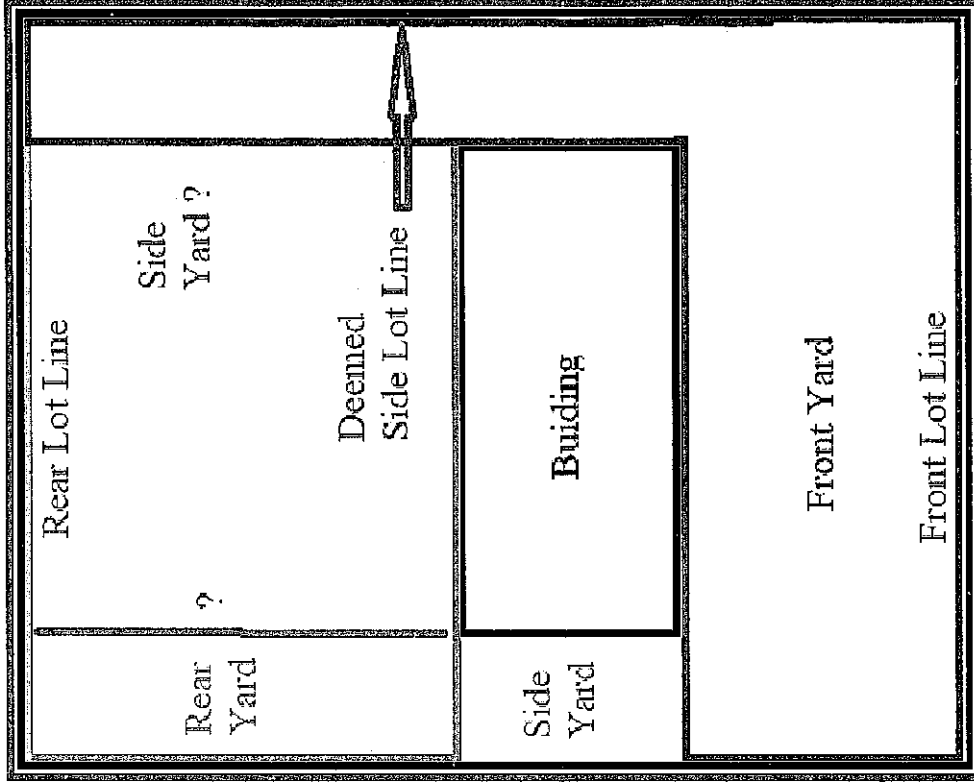
On a corner lot the rear yard will line up with the adjoining lot rear yards.

Interior Lot



Street

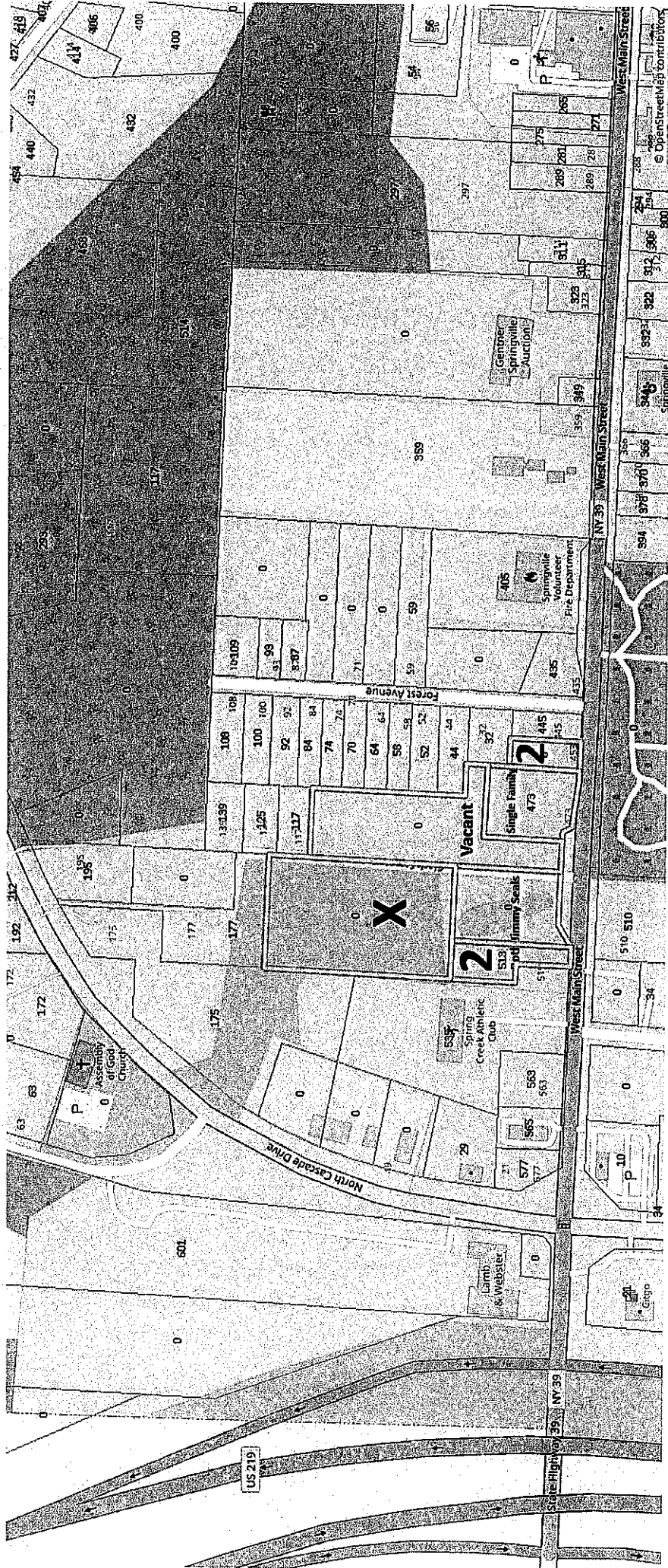
Corner Lot



Street

LOT FRONTAGE

The portion of a lot which runs along the street or streets which border the lot. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered front yards.





RESOLUTION

At a regular meeting of the BOARD OF TRUSTEES of the City/Town/Village of SPRINGVILLE, New York, held on MAY 1, 2023, the following resolution was adopted:

Moved by _____, seconded by _____

WHEREAS, the BOARD OF TRUSTEES of the City/Town/Village of SPRINGVILLE, New York, is a municipal member of the New York Municipal Power Agency, and

WHEREAS, the Annual Meeting of the Agency will be held on May 31st, 2023 in Syracuse, NY, and

WHEREAS, in accordance with the bylaws of New York Municipal Power Agency, each municipal member may cast one vote on each transaction properly brought before this meeting,

NOW THEREFORE BE IT RESOLVED, that LIZ MELOCK be and is hereby designated as the accredited delegate of the City/Town/Village of SPRINGVILLE, New York.

On roll call: Affirmative: _____ Negative: _____

I certify that this resolution was adopted by the _____ of the City/Town/Village of _____, New York on the ____ day of _____, 20 .

Signature

Title

ERIE COUNTY, NEW YORK

INTER-MUNICIPAL

HIGHWAY SHARED SERVICES AGREEMENT

AUGUST 2021

HIGHWAY SHARED SERVICES AGREEMENT

1. For purposes of this contract, the following terms shall be defined as follows:

“Agreement” shall mean the text of this agreement.

“Designated Filing Agent” shall mean the clerk of said municipality.

“Municipality” shall mean any Town or Village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with their respective municipal clerk.

“Shared Service” shall mean any service provided by one municipality for another that is consistent with the purposes and intent of this contract and shall include but not limited to:

- i. The renting, exchanging, or lending of highway machinery, tools, and equipment with or without operators;
- ii. The providing of a specific service;
- iii. The maintenance of machinery or equipment.

“Superintendent” shall mean, in the case of a Town, the Town superintendent of highways; and, in the case of a Village, the superintendent of public works.

2. Each Municipality which has caused this Agreement to be executed agrees to bind itself to the terms of this Agreement and it will consider this contract to be applicable to any municipality who is also a party to this Agreement.
3. Every Municipality that is a party to this Agreement agrees to rent or exchange or borrow from any other Municipality who is a party to this Agreement any and all materials, machinery, and equipment, with or without operators, which it may need for legitimate municipal purposes. The determination as to whether such machinery, with or without operators, is needed by the Municipality for legitimate municipal purposes, shall be made by the Superintendent requesting such items. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value, to be determined by the mutual agreement of the respective highway superintendent.
4. The Municipality agrees to rent, exchange, or lend to any municipality any and all materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery, with or

without operators, or material is available for renting, exchanging, or lending shall be made by the Superintendent who would be providing such items. In the event the Superintendent determines that it will be in the best interests of the Municipality to lend to another municipality, the Superintendent is hereby authorized to lend to another Municipality that is a party to this Agreement. The value of the material or supplies loaned to another Municipality under this agreement may be returned to the Municipality providing such items in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective superintendent.

5. The Municipality agrees to repair or maintain machinery or equipment for any other Municipality under terms that may be agreed upon by the Superintendents of each Municipality.
6. An operator of equipment rented or loaned to another Municipality, when operating such equipment for the borrowing Municipality, shall be subject to the direction and control of the Superintendent of the borrowing Municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
7. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for the purposes of workers' compensation, liability, and any other relationship with third parties, shall be considered the machinery of, and the employee of, the Municipality owning the machinery and equipment.
8. The lending Municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.
9. Each Municipality shall remain fully responsible for its own employees, including, but not limited to, salary, benefits, and workmen's compensation.
10. In the event machinery or equipment is being operated by an employee of the owning Municipality is damaged or otherwise in need of repair while working for another Municipality, the Municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting Municipality, such Municipality shall be responsible for such repairs.
11. Any Municipality which is party to this Agreement may revoke such Agreement by filing a notice of such revocation with all other Municipalities that are a party to this Agreement. Upon the revocation of such Agreement, any outstanding obligations shall be submitted within thirty (30) days of such revocation.
12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amount set forth in the Municipal budget for highway purposes.
13. If any provision of this Agreement is deemed to be invalid or inoperative for any reason,

that part may be modified by the municipalities which are party to this Agreement to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portions so modified or eliminated.

14. This Agreement shall remain in effect until terminated by each participating Municipality. If a participating Municipality revokes its participation in this Agreement, the Agreement shall remain effective between all other participating Municipalities.
15. No shared services shall be conducted by the Superintendent except with the Superintendent of a Municipality that has entered into this Agreement.
16. Additional Municipalities may enter into this Agreement after its effective date by signing the attached addendum. Once an additional Municipality signs the attached addendum, this Agreement shall be effective among and between all Municipalities who are a party to the Agreement once the addendum is delivered to the Designated Filing Agent for all other Municipalities.

ADDENDUM

IN WITNESS THEROF, the following Municipality has, by order of the Town Board or Village Trustees, caused these present to be subscribed by the Town Supervisor or Village Mayor, and the seal of the Town or Village to be affixed and attested by the Clerk thereof, this

day of , 20 .

Town or Village of

By:

Supervisor or Mayor, Town or Village of

Attest:

Town Clerk, Town or Village of

Bid Evaluation for Springville Electric Division Retrofit Circuit Breakers
Revision 1, April 13, 2023
by Technical Assistance and Services Inc.

BID COSTS

Bid Item	ABB	Siemens	Eaton
1: seven 15KV circuit breakers	178,850.00	229,435.00	252,413.00
2: four 5KV circuit breakers	97,300.00	113,104.00	146,162.00
3: 5-year warranty	0.0	20,550.00	27,027.00
4: On-site support, 5KV circuit breakers	5,242.50	1,920.00	3,483.00
5: On-site support, 15KV circuit breakers	5,242.50	1,920.00	3,483.00
6: Spare Parts	9,151.00	4,220.00	7,822.00
7: Remote Racking	28,560.00	35,000.00	25,829.00
TOTAL	324,346	406,149	466,219

COST PER CIRCUIT BREAKER

	ABB	Siemens	Eaton
15KV circuit breaker	25,550.00	32,776.43	36,059.00
5KV circuit breaker	24,325.00	28,276.00	36,540.50

COMMERCIAL ITEMS

	ABB	Siemens	Eaton
Non-collusion Statement	yes	yes	yes
Proposal Form	yes	yes	yes
Bid Schedule	yes	yes	yes
Bidder Information	yes	yes	yes
Agreement	yes	yes	yes
Bid Data Sheet	yes	yes	yes

ABB proposal

1. 18-20 week lead time
2. Exception: ABB's vacuum interrupters do not have an external wear indicator.
3. Exception: ABB uses #18 AWG wire on the magnetic actuator mechanism.
4. ABB is offering their magnetic actuator mechanism.
5. The ABB proposal lists the work that would be performed by their field service personnel. Many of the work items are unnecessary and will have been performed prior to the ABB on-site work. Therefore, the cost for on-site support should be reduced because ABB will not have to provide any test equipment or perform any testing.
6. Spec 16356, 2.03.A.3 requires provision of a breaker lifting yoke. ABB has the lifting device listed as a spare part with a cost of \$1,625.00. This lifting device should be included in the base price.

Siemens proposal

1. 30-32 week lead time
2. The quoted cost for the on-site support does not include "deployment cost". I assume that "deployment cost" is travel and lodging costs and travel time.
3. Exception: Siemens uses #16 AWG wire and Faston wire connectors. The specification calls for #14 AWG wire with uninsulated ring terminals.

Eaton proposal

1. 18-21 week lead time

Recommendation

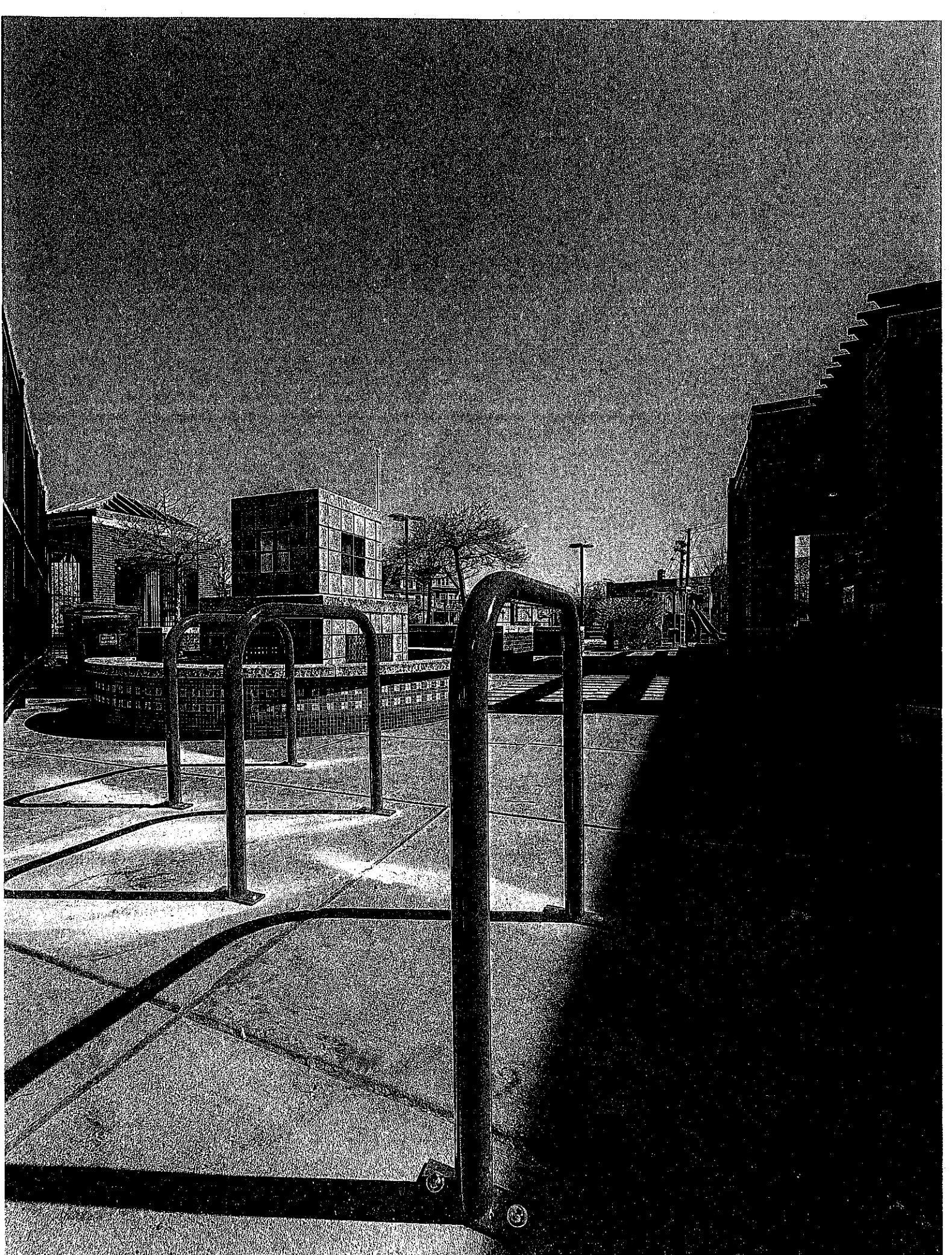
The low bidder is ABB, and the exceptions are acceptable.

I recommend purchasing the following from ABB: (item numbers correspond to the Bid Form)

Item 1: seven 15KV circuit breakers:	\$178,850.00
Item 2: four 5KV circuit breakers:	\$97,300.00
Item 4: on-site support 15KV breakers:	\$5,242.50
Item 5: on-site support 5KV breakers:	\$5,242.50
Item 6: spare parts:	\$1,625.00 (lifting device only)
Total:	\$288,260.00

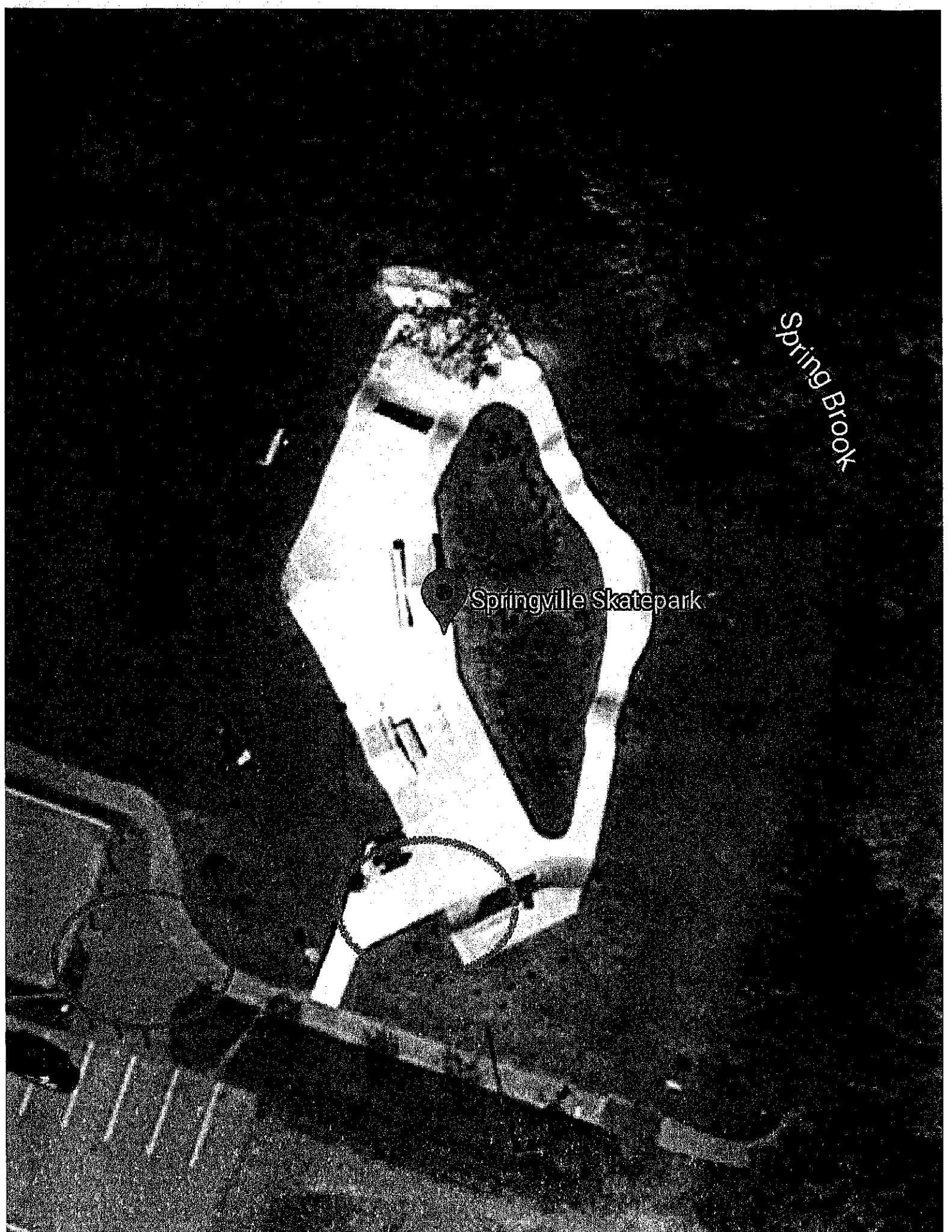
The five-year warranty is provided at no additional cost.

The remote racking system can be purchased directly from Circuit Breaker Sales for \$19,960.00 per a quotation dated Feb. 10, 2023 from Circuit Breaker Sales.



Spring Brook

Springville Skatepark



VILLAGE OF SPRINGVILLE
DEPARTMENT OF PUBLIC WORKS
Duane Boberg
Superintendent of Public Works
Superintendent Report for May 1, 2023

ATTACHMENT NO. A3
AGENDA DATE 5/1/23

Resolution: to advertise and send out bid for new /unused pickup truck with utility box and plow. This is for the water dept. and is on next budget 2023/24

Resolution to hire (for summer employment)
New employee: Nick Brown. Starting pay \$15.50/hr

Resolution: to hire Norman Blumenstein, 8910 Cattaraugus St Springville, for the vacant Laborer/equipment operator. There is a 6-month probation at \$21.00/hr. increasing to the union contract upon successful completion of the probation period. Start date will be May 16, 2023.

VILLAGE OF SPRINGVILLE

May 1, 2023

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PERMITS AND APPLICATIONS

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

PROJECT: 0000010165 - DRIVEWAY TYPE: DRIVEWAY
PROPERTY: 194 WAVERLY ST
ISSUED DATE: 4/12/2023
ISSUED TO: MCKEEVER, DAVID
194 WAVERLY ST
SPRINGVILLE, NY 14141

PROJECT: 0000010166 - VIOLATION-VEHICLES TYPE: VIOLATION
PROPERTY: 432 FRANKLIN ST
ISSUED DATE: 4/13/2023
ISSUED TO: SCHINDLER, MELISSA
432 FRANKLIN ST
SPRINGVILLE, NY 14141

PROJECT: 0000010167 - UTILITY CHANGES TYPE: UTILITY CHANGES
PROPERTY: 37 N BUFFALO ST
ISSUED DATE: 4/12/2023
ISSUED TO: SPRINGVILLE CENTER FOR THE ART
P.O. BOX 62
SPRINGVILLE, NY 14141

PROJECT: 0000010168 - EVENT TYPE: EVENT
PROPERTY: 37 N BUFFALO ST
ISSUED DATE: 4/17/2023
ISSUED TO: SPRINGVILLE CENTER FOR THE ART
37 N BUFFALO ST
PO BOX 62
SPRINGVILLE, NY 14141

PROJECT: 0000010169 - DRIVEWAY TYPE: DRIVEWAY
PROPERTY: 7 CHURCH ST
ISSUED DATE: 4/17/2023
ISSUED TO: HALLETT, ELAINE
6688 CROSS ROAD
SPRINGVILLE, NY 14141

PROJECT: 0000010170 - SHEDS, UP TO 144 SQ.FT. TYPE: SHEDS
PROPERTY: 83 ELK ST
ISSUED DATE: 4/18/2023
ISSUED TO: KOPP, GEARY
83 ELK ST
SPRINGVILLE, NY 14141

VILLAGE OF SPRINGVILLE
May 1, 2023
Page 2
PERMITS AND APPLICATIONS

PROJECT: 0000010171 - UTILITY CHANGES PLUMBING TYPE: UTILITY CHANGES
PROPERTY: 270 S CASCADE DR
ISSUED DATE: 4/18/2023
ISSUED TO: MICROTEL (INDUS HOSPITALITY)
1170 PITTSFORD-VICTOR RD.
SUITE 230
PITTSFORD, NY 14534

PROJECT: 0000010172 - RESIDENTIAL DEMO TYPE: RESIDENTIAL DEMO
PROPERTY: 231 E MAIN ST
ISSUED DATE: 4/19/2023
ISSUED TO: SMITH, DARYL
231 E MAIN ST
SPRINGVILLE, NY 14141

PROJECT: 0000010173 - FENCES TYPE: FENCES
PROPERTY: 60 ALBRO AVE
ISSUED DATE: 4/19/2023
ISSUED TO: VERGIEN, JANELLE
60 ALBRO AVE
SPRINGVILLE, NY 14141

PROJECT: 0000010174 - ELECTRIC GENERATER TYPE: GENERATER
PROPERTY: 39 PINWOOD DR
ISSUED DATE: 0/00/0000
ISSUED TO: PERKINS, REVERE D
39 PINWOOD DR.
SPRINGVILLE, NY 14141

PROJECT: 0000010175 - FENCES TYPE: FENCES
PROPERTY: 135 WAVERLY ST
ISSUED DATE: 4/20/2023
ISSUED TO: MCFALL, PATRICK
135 WAVERLY ST.
SPRINGVILLE, NY 14141

PROJECT: 0000010176 - PLANNING BOARD REVIEW TYPE: PLANNING BOARD REVIEW
PROPERTY: CLARK ST GAR
ISSUED DATE: 4/21/2023
ISSUED TO: MYERS, RICHARD
4763 FELTON HILL ROAD
WEST VALLEY, NY 14171

PROJECT: 0000010177 - PLANNING BOARD REVIEW TYPE: PLANNING BOARD REVIEW
PROPERTY: 180 ZOAR RD
ISSUED DATE: 4/21/2023
ISSUED TO: HORSCHER BROS PRECISION LLC
180 ZOAR VALLEY ROAD
SPRINGVILLE, NY 14141

VILLAGE OF SPRINGVILLE

May 1, 2023

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PERMITS AND APPLICATIONS

PROJECT: 0000010178 - DECKS TYPE: DECKS
PROPERTY: 26 EATON ST
ISSUED DATE: 4/21/2023
ISSUED TO: STACHOWSKI, JAMES JR.
26 EATON ST
SPRINGVILLE, NY 14141

PROJECT: 0000010179 - ACCESSORY BUILDING TYPE: ACCESSORY BUILDINGS
PROPERTY: 76 RAUCH DR
ISSUED DATE: 4/24/2023
ISSUED TO: SCHAMBACH, KODY
76 RAUCH DRIVE
SPRINGVILLE, NY 14141

PROJECT: 0000010180 - LICENSES-FOOD TRUCK TYPE: LICENSES
PROPERTY: 127 MAPLE AVE
ISSUED DATE: 5/01/2023 EXPIRATION DATE: 5/31/2024 COMPLETION DATE: 5/31/2024
ISSUED TO: JAKE AND THE FATMAN BBQ
127 MAPLE AVE
SPRINGVILLE, NY 14141

PROJECT: 0000010181 - LICENSES-CURBSIDE PICKUP TYPE: LICENSES
PROPERTY: 71 NASON BLVD
ISSUED DATE: 5/01/2023
ISSUED TO: MRC DISPOSAL, INC.
71 NASON BLVD
SPRINGVILLE, NY 14141

PROJECT: 0000010182 - LICENSES-CURBSIDE PICKUP TYPE: LICENSES
PROPERTY: 5 W MAIN ST VO
ISSUED DATE: 5/01/2023
ISSUED TO: COMMUNITY DISPOSAL SERVICES
11081 GALEN HILL ROAD
FREEDOM, NY 14065

PROJECT: 0000010183 - UTILITY CHANGES-SEWER TYPE: PLUMBING
PROPERTY: 80 ELLIS AVE
ISSUED DATE: 4/25/2023
ISSUED TO: ZUECHS ENVIRONMENTAL SRVC
PO BOX 108
FRANKLINVILLE, NY 14737

PROJECT: 0000010184 - NONRES STRUCTURAL TYPE: NONRES STRUCTURAL
PROPERTY: 227 W MAIN ST
ISSUED DATE: 4/26/2023
ISSUED TO: RETZLAFF, MATTHEW
227 W MAIN ST
SPRINGVILLE, NY 14141

VILLAGE OF SPRINGVILLE

May 1, 2023

Page 4

PERMITS AND APPLICATIONS

PROJECT: 0000010185 - FENCES

TYPE: FENCES

PROPERTY: 84 W EDGEWOOD DR

ISSUED DATE: 4/26/2023

ISSUED TO: FINELINE CONSTRUCTION

9230 NORTH STREET

LOT #10

SPRINGVILLE, NY 14141