

VILLAGE OF SPRINGVILLE
2024 MINUTES

January 16, 2024

7:00 P. M.

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

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

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

1. Minutes Minutes of the Regular Meeting of January 2, 2024 were approved as written by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed.

Minutes of the Executive Session meeting of January 2, 2024 were approved as written by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed.

PUBLIC COMMENT

There was no public comment this evening.

DEPARTMENT REPORTS

ADMINISTRATOR REPORT

2. Resignation Motion was made by Trustee Skelton, seconded by Trustee Braman, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to accept the resignation of Account Clerk Typist Kellie Grube effective January 15, 2024.

3. Election Inspectors Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to appoint the below persons as Election Inspectors for the March 19, 2024 Village election.
- | | | |
|-----------------|--------------------|------------------|
| Jane Ciszak | Chairman | \$17.00 per hour |
| Jane Neureuther | Election Inspector | \$16.00 per hour |
| Connie Bochenek | Election Inspector | \$16.00 per hour |
| Phoebe Sherlock | Election Inspector | \$16.00 per hour |
4. LOSAP Points Motion was made by Trustee Skelton, seconded by Trustee Buncy; carried, Mayor Michaels, Trustees Skelton, Buncy, Braman and Padasak voting yes, none opposed to approving the 2023 LOSAP points for the Springville Volunteer Fire Department members.
5. Erie County Planning Grant Award Motions was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to authorize Mayor Michaels to sign the agreement with Erie County for Planning Grant Award in the amount of \$50,000. **01162024 A.1**
6. Comprehensive Plan Agreement Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to authorize Mayor Michaels to sign the agreement with Barton & Loguidice for the Comprehensive Plan Update & Zoning Code ADU's in the amount of \$60,000. **01162024 A.2**
7. SGI Emergency Bus Use Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to authorize Mayor Michaels to sign the agreement with Springville Griffith Institute for Emergency Bus Use. **01162024 A.3**
8. Electric Write Offs Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to authorize the electric write offs in the amount of \$1,516.41.
9. 23/24 Budget Modifications Motion was made by Trustee Skelton, seconded by Trustee Padasak; carried, Mayor Michaels, Trustees Skelton, Padasak, Braman and Buncy voting yes, none opposed to modify the 23/24 budget for bullet proof vest funds received in the amount of \$613.29. Increasing 3989 Other Home & Community by \$613.29 and Police Contractual 3120.400.

Administrator Melock discussed the following items with the Board;

- Budget packets have been given to Dept. heads and budget meetings will be Feb 22nd & 29th.
- Election information is on the village website www.villageofspringvilleny.com. Please see NYS Board of Election website www.elections.ny.gov for more information or contact your attorney.
- This week's garbage pick-up has been rescheduled by Waste Management until Thursday, January 18 due to weather.

SUPERINTENDENT REPORT

10. Annual Bid Ad 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 sending out the annual bids for tree trimming, sodium fluoride, PAC, sodium hypochlorite, spooled wire and sidewalks.

Superintendent Boberg informed everyone that there were a few downed trees (2) on electrical services and a lot of branches down last week. DPW workers did a great job getting everything up and running and cleaned up.

POLICE DEPARTMENT

Officer in Charge Budney had nothing to report.

FIRE DEPARTMENT

There was no fire report this evening.

BUILDING INSPECTOR/CEO

BI/CEO Baker informed everyone that he has received some calls asking for information on a property on S. Cascade Dr. (former Pizza Hut).

CONTROL CENTER

There was no Control Center report this evening.

NEW BUSINESS

There was no new business to discuss this evening.

OLD BUSINESS

There was no old business to discuss this evening.

BILLS

Bills, as examined by members of the Board of Trustees were approved for payment in accordance with Abstracts #215 – 229 of 2023/2024 total of \$336,566.81 for the General, Water/Sewer, Electric, Trust and Agency Funds by motion of Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed.

PERMITS AND APPLICATIONS

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

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

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

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

PROJECT: 0000010437 - UTILITY CHANGES-ELECTRIC TYPE: ELECTRIC

PROPERTY: 35 COLONIAL DR

ISSUED DATE: 12/26/2023

ISSUED TO: AUDIO VIDEO TECH

5427 OAKWOOD DRIVE

N TONAWANDA, NY 14120

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

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

VILLAGE ATTORNEY REPORT

Village Attorney Paul Weiss had no report this evening.

TRUSTEE NOTES & PROJECT REPORTS

Trustee Braman had no report this evening.

Trustee Padasak had no report this evening.

Trustee Buncy had no report this evening.

Trustee Skelton congratulated the DPW for the great job they've been doing.

Mayor Michaels announced that he has awards for Robert Muhlbauer for 25 years of service and for David Sullivan for 35 years of service.

- 11. Tree Committee Report There was no Tree Committee report this evening.
- 12. Executive Session Motion was made by Trustee Braman, seconded by Trustee Skelton; carried, Mayor Michaels, Trustees Braman, Skelton, Buncy and Padasak voting yes, none opposed to adjourn to Executive Session at 7:16 pm.
- 13. Adjourn Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed to adjourn the Regular Session at 7:39 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk

INTERMUNICIPAL AGREEMENT

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

THIS AGREEMENT, entered into this 16th day of JANUARY, 2024 between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with principal offices located at 95 Franklin Street, Buffalo, New York 14202, (hereinafter referred to as the "County") and the **VILLAGE OF SPRINGVILLE**, a municipal corporation of the State of New York, located at 5 W. Main St PO Box 17, Springville, New York 14141 (hereinafter referred to as the "Village").

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

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

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

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

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

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

WHEREAS, on JANUARY 16th, 2024, the Village of Springville adopted a resolution agreeing to accept the funding and enter into this Agreement.

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

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

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

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

To the VILLAGE:

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

To the COUNTY:

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

with a copy to:

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

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

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

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

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

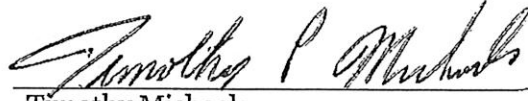
[The remainder of this page is intentionally left blank and signature pages to follow.]

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

COUNTY OF ERIE

VILLAGE OF SPRINGVILLE

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



Timothy Michaels
Mayor

APPROVED AS TO CONTENT

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

APPROVED AS TO FORM

RICHARD STANTON
Assistant County Attorney

Doc. No.: _____
Dated: _____

EXHIBIT A
SCOPE OF WORK

Village of Springville
Comprehensive Plan Update and Zoning Code ADUs Scope of Work

Scope of Service - Comprehensive Plan Update

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

Task #2: Community Profile & Workshop #2 – B&L will gather the information necessary to complete an inventory update and analysis of the Village and to verify the information presented in the current Plan. This task will focus on information related to land use, economic development, utility systems, housing, transportation, and natural, cultural, and historic resources, and will consider current documentation and data in your existing Comprehensive Plan. The findings will be summarized in a draft Community Profile update document using narrative, tables, graphics and maps. The Community Profile is intended to be an overview of relevant topics rather than an exhaustive, detailed study of existing conditions. The results of the draft Community Profile will be reviewed in-person with the Committee at Workshop #2.

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

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

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

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

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

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

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

Scope of Service – Zoning Code Update for ADUs

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

EXHIBIT B
PROJECT BUDGET

Village of Springville

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

EXHIBIT C
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

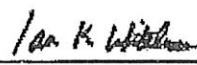
PRODUCER The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221	CONTACT NAME: Kristine McNally PHONE (A/C, No, Ext): (716) 549-3500 E-MAIL ADDRESS: kmcnally@evansagencyins.com	FAX (A/C, No): (716) 926-8690
	INSURER(S) AFFORDING COVERAGE	
INSURED Village Of Springville PO Box 17 5 West Main Street Springville NY 14141-0000		NAIC # 39357
INSURER A: Travelers		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2024-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZLP-31N4812A-23-PB	01/15/2024	01/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			H2N-810-9S711899-COF-23	01/15/2024	01/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-41N46135	01/15/2024	01/15/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as additional insured on a primary and non-contributory basis with a waiver of subrogation on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER County of Erie 95 Franklin St Buffalo NY 14202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE


<p>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</p> <p>Village of Springville, Volunteer Fire Department, Springville Police Dept and Emergency Manager 5 W. Main Street P.O. Box 17 Springville, NY 14141</p>	<p>1d. Business Telephone Number of Business referenced in box "1a"</p> <p>716-592-4936 x 1467</p>
<p>1b. Effective Date of Membership in the Group <u>7/1/2022</u></p>	<p>1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"</p>
<p>1c. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded</p>	<p>1f. Federal Employer Identification Number of Business referenced in Box "1a"</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</p> <p>County of Erie 95 Franklin St Buffalo NY 14202</p>	<p>3. Name and Address of Group Self-Insurer</p> <p>NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 900 STEWART AVENUE, SUITE 600 GARDEN CITY, NY 11530</p>

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartcorn 07/01/2022 – 06/30/2024
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
 (Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.



**Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address): Village of Springville 5 W Main St Springville, NY 14141-1011 PHONE: 716-592-4936 FEIN: XXXXX4526

Business Applying For: Contract with Government Agency From: County of Erie
--

<p><u>Workers' Compensation Exemption Statement:</u></p> <p>The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.</p>
--

<p><u>Disability and Paid Family Leave Benefits Exemption Statement:</u></p> <p>The above named business is certifying that it is NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE for the following reason: The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.</p>

I, Liz C. Melock, am the Treasurer with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: _____	Date: _____
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Exemption Certificate Number 2024-002203	Received January 10, 2024 NYS Workers' Compensation Board
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INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. **CERTIFICATES OF INSURANCE**

- A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
- B. Coverage must comply with all specifications of the contract.
- C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

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

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Coverage must be provided on a primary-noncontributory basis.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement 06 25 03 is required.

VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted.

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation/State Workers' Compensation / Disability Benefits Law — Use Applicable Certificates Below:

Workers Compensation Forms		DEL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C105.2	Commercial Insurer	DB-120.1	Insures
SI-12	Self Insurer	DB-165	Self Insured
GSI-105.2	Group Self Insured		
U-26.3	New York State Insurance Fund		

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

EXHIBIT D

ERIE COUNTY EQUAL PAY CERTIFICATION



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

Executive Order #13
Pay Equity Certification on County Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

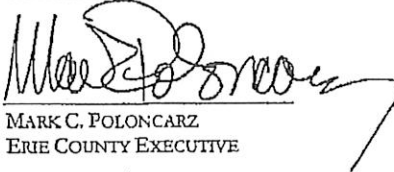
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

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



COUNTY OF ERIE

BY:


MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

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

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

Timothy P. Michaels
Signature

Verification

STATE OF NEW YORK
COUNTY OF ERIE) SS:

A) TIMOTHY P. MICHAELS, being duly sworn, states he or ~~she~~ is the MAYOR owner of (or a partner in) OF THE VILLAGE OF SPRINGVILLE, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

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

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

Sworn to before me this 17th Day of January, 2024

Elizabeth C. Melock
Notary Public

ELIZABETH C. MELOCK
Notary Public, State of New York
No. 01ME6078157
Qualified in Erie County
My Commission Expires 5-19-2027

EXHIBIT E
MUNICIPAL RESOLUTION


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

Mayor

Timothy P. Michaels

Deputy Mayor

Terry Skelton

Trustees

Reed Braman

Mary Padasak

Lindsay Buncy

**Administrator-
Clerk/Treasurer**

Liz Melock

CEO

John Baker

Attorney

Paul Weiss

VILLAGE OF SPRINGVILLE
2024 MINUTES

January 16, 2024

7:00 P. M.

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

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

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

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

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

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

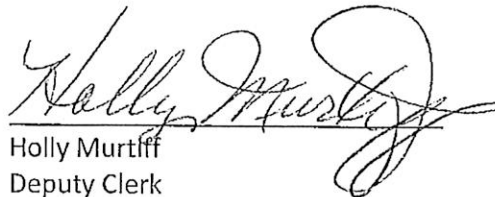
**Administrator-
Clerk/Treasurer**
Liz Melock
CEO
John Baker
Attorney
Paul Weiss

DEPARTMENT REPORTS

ADMINISTRATOR REPORT

Motions was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Buncy and Padasak voting yes, none opposed to authorize Mayor Michaels to sign the agreement with Erie County for Planning Grant Award in the amount of \$50,000.

This is to certify that this is a true and exact copy of a portion of the minutes of the Board of Trustees of the Village of Springville, New York held on January 16, 2024, the full text of which is on file in the Village Office, 5 West Main Street, Springville, New York.


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)

01162024 A.2

Barton & Loguidice

January 8, 2024

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

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

Dear Mayor Michaels and Village Trustees,

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

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

Scope of Service - Comprehensive Plan Update

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

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



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

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

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

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

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

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

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



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

Scope of Service – Zoning Code Update for ADUs

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

Fee Proposal

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

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

Technical Assumptions

In summary, the Scope of Services assumes the following:

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



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

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

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.

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

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

GED/jjb
Attachment

Authorization

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

Timothy Michaels, Mayor
Village of Springville

1/16/2024

Date

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

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

1.0 Basic Agreement

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

2.0 General Considerations

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

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

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

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

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

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

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

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

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

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

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

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

3.0 Payment for Services

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

4.0 Additional Services

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

5.0 Dispute Resolution

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

6.0 Accrual of Claims

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

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

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

9.0 Termination

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

10.0 Total Agreement/Severability

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

VILLAGE OF
SPRINGVILLE

JAN 12 2024

RECEIVED

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

01/16/2024 A.3
723
approved by
the BoE
on 1/9/24

INTERMUNICIPAL SCHOOL BUS RENTAL AGREEMENT WITH THE VILLAGE OF SPRINGVILLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

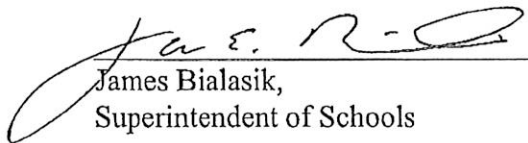
11. This agreement shall be governed by the laws of the State of New York, and the parties hereto consent to the exclusive jurisdiction of State Courts located within the

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

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

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

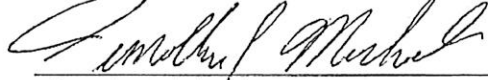
AGREED TO FOR THE DISTRICT:


James Bialasik,
Superintendent of Schools

01/10/2024

Dated

AGREED TO FOR THE VILLAGE:


Timothy Michaels,
Mayor, Village of Springville

1/16/2024

Dated

VILLAGE OF SPRINGVILLE
2024 MINUTES

January 16, 2024

7:16 PM

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

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

1. Village Prosecutor All attending discussed the Village Prosecutor position.
2. Adjourn Motion was made by Trustee Skelton, seconded by Trustee Braman; carried, Mayor Michaels, Trustees Skelton, Braman, Padasak and Buncy voting yes, none opposed to adjourn to Regular Meeting at 7:39 pm.

Respectfully submitted,

Holly Murtiff
Deputy Clerk