

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

November 17, 2025

7:00 P.M.

BY MOTION OF:

NOTES

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MINUTES FROM MEETINGS
 - Regular Meeting Minutes of November 3, 2025 **A.1**
4. PUBLIC HEARING
5. PUBLIC COMMENT
6. NEW BUSINESS
7. DEPARTMENT REPORTS
 - CLERK/TREASURER **A.2**
 - SUPERINTENDENTS' REPORT **A.3**
 - POLICE
 - FIRE DEPARTMENT
 - BUILDING INSPECTOR/CEO
 - CONTROL CENTER
8. OLD BUSINESS
9. BILLS
10. CONSENT AGENDA
11. VILLAGE ATTORNEY REPORT
12. TRUSTEE NOTES & PROJECT REPORT
13. TREE COMMITTEE REPORT
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Personnel matter
16. ADJOURN

**VILLAGE OF SPRINGVILLE
BOARD MEETING**

AGENDA DATE 11/17/2025

November 3, 2025 Minutes – 7:00 PM

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:

Mayor Timothy Michaels

Trustees Russel Belscher
Lindsay Buncy
Mary Padasak
Jessica Schuster

Village Attorney Paul Weiss

Police Officer Nick Budney
In Charge

Superintendent Duane Boberg

Code Enforce- John Baker
ment Officer

Clerk/Treasurer Jennifer Haberl

Natural Disaster Todd Catalano
Coordinator

Also Attending:

Max Borsuk – Springville Journal
Kelly Baker

Absent: Marc Gentner – SVFD Chief

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

MINUTES

- o Minutes of the Regular Meeting of October 20, 2025, were approved as written by Trustee Belscher, seconded by Trustee Padasak and carried with unanimous approval.
- o Minutes of the Executive Session Meeting of October 20, 2025, were approved as written by Trustee Padasak, seconded by Trustee Belscher and carried with unanimous approval.

PUBLIC HEARING

- o To close the public hearing for the approval of the polling location and date of election; motion made by Trustee Padasak, seconded by Trustee Belscher, and carried with unanimous approval.

PUBLIC COMMENT – None

NEW BUSINESS

- Holly Murtiff – Sewer forgiveness request for \$15.00 has been approved by Trustee Schuster, seconded by Trustee Padasak and carried with unanimous approval.

DEPARTMENT REPORTS

Clerk/Treasurer

Resolutions/Approvals:

- Approve 2025-2026 Budget Modifications. See attached. Approved by Trustee Buncy, seconded by Trustee Schuster and carried with unanimous approval.
- Resolution to acknowledge the Justice Court Audit by BST for fiscal year ended May 31, 2025, noting that the records have been duly examined, and the fines therein collected have been turned over to the Village. The audit has been emailed to the Judges and Village Board. Acknowledgement was approved by Trustee Padasak; seconded by Trustee Belscher and carried with unanimous approval.

Discussion:

- Financial reports (Treasurer's Report) – Balance Sheets, Rev & Exp Summaries have been submitted to the village board for September 2025.
- No Overnight Parking Ban on Village streets and in Village parking lots, except for areas that are marked allowing for overnight parking, begins November 10, 2025, and goes through April 1, 2025, from 2am – 7am.
- Audit for fiscal year 2025 is underway.

Superintendent Report

Resolutions/Approvals:

- **Resolution:** Grant the conveyance request from Three East Main St, LLC for 2 feet on the south side off the building. This was approved by Trustee Padasak, seconded by Trustee Schuster, and carried with unanimous approval. Paul Weiss to review prior projects' process.

Discussion:

- Have been in contact with the DEC about the WTC permit that was submitted in early October. Still a work in progress. We have been adding a deodorizer and continue to try different dosing to achieve maximum results.
- Contacted NYSDOT regarding a speed study on Main St. to calm traffic which was brought up at a DRI meeting. This was part of the Comprehensive Plan. Possibly reducing speed limit to 25 mph for sections of Main Street.
- Municipal Parking lot code discussion. There needs to be a code change. A daily work permit will be needed for any trailers, up to 30' parked in Municipal parking lots during the day with no overnight parking. The Villages intent is not to make this more difficult for residents but to reduce dangerous situations and Village liability.
- Update on 24 N Buffalo – most everything with the mechanics and IT is in good shape.

- Streets will be picking up leaves on a continuous schedule until the weather dictates. There will be 1 more limb pickup the week of November 17th.

Police Report - Officer in Charge Budney updated the Board on the following:

- October 2025 SPD Report
- Thank you to the Springville Tractor Supply/Store Manager Mark Poremba for hosting a Hometown Heros' event this past Saturday. Tractor Supply graciously donated \$250 to the police department general fund.

ECSO Deputy Shane Miller updated the Board on the following:

- October 2025 report for the Sheriff's Office
- Halloween night was busy but there were no problems.
- ECSO will be organizing an anti-drunk driving campaign called Youth Voices/Healthy Choices which will be held at Cheap Chollies.

Fire Department

In the absence of Chief Gentner the report was read by Mayor Michaels.

SVFD report is as follows:

- October 2025 calls
- Trainings
- Working on the 2026 budget.

Todd Catalano, Natural Disaster Coordinator, updated the Board on the following:

- The Hospital drill that was scheduled for Saturday, November 1 was cancelled due to safety/logistical and operational concerns. These concerns could have been addressed in any of the prior meetings that were held before November 1. The eight agencies that were scheduled to be part of this drill are looking forward to working together somewhere else.
- Trustees Schuster and Padasak commented that they were incredibly disappointed with BCH for the unprofessional attitude on how this was approached by the hospital. The location of a future drill should not be the hospital. They also commented that they are very appreciative of all the hard work and time that was done by Todd and others in getting this drill organized.
- On 11/14/2025 there will be a NYS LTAP meeting to discuss routes 219 and 400 road closures during the winter months.
- There will be an Erie County emergency services survey to update county radio services.
- Todd Catalano was asked to be involved in an internal group of people to help design the County radio services.

Code Enforcement Officer

John Baker (CEO) reported on the following:

- The animal hospital is progressing
- A&W is expected to open early in 2026.
- There may be a jump in building projects due to the no natural gas law for new builds that goes into effect Jan 1, 2026.

Control Center

Report was read by Trustee Schuster;

- Calls
- Equipment
- Chief's Council meeting

DRAFT

SPRINGVILLE, NY 14141

PROJECT: 0000011156 - DECKS
PROPERTY: 20 COLONIAL DR HM
ISSUED DATE: 10/24/2025
ISSUED TO: HUNT, JAMES
6303 VERMONT HILL ROAD
SOUTH WALES, NY 14139

TYPE: DECKS

PROJECT: 0000011157 - RESIDENTIAL ALTERATION
PROPERTY: 323 W MAIN ST
ISSUED DATE: 10/27/2025
ISSUED TO: KOCH, CHARMAINE
297 W MAIN ST F3
SPRINGVILLE, NY 14141

TYPE: RESIDENTIAL
ALTERATION

PROJECT: 0000011158 - GARAGE SALE
PROPERTY: 363 N CENTRAL AVE
ISSUED DATE: 10/27/2025
ISSUED TO: SCHMITZ, FRED
363 N CENTRAL AVE.
SPRINGVILLE, NY 14141

TYPE: GARAGE SALES

VILLAGE ATTORNEY REPORT – None

TRUSTEE NOTES & PROJECT REPORTS

Trustee **Buncy** - Small businesses in the Village will be participating in Very Merry Main Street this year, to be held on Saturday November 29th from 10 – 5.

Trustee **Belscher** No comment this evening.

Trustee **Padasak** – Halloween went well, no problems/complaints.

Trustee **Schuster** – Springville Griffith Community Education Foundation had a successful fundraising event on Saturday. Proceeds raised were \$20,000 which will go to smaller not for profit organizations. This fundraiser is always scheduled for the 1st weekend in November.

- Election day is tomorrow at your specific polling place.

Mayor **Michaels** - The meet raffle was a success.

- Duane Boberg met with the dog park committee to go over plans. There was approval from Rail Trail to use the existing lease. There will be a survey for clear path going forward.

TREE COMMITTEE REPORT - None

PUBLIC COMMENT - None

EXECUTIVE SESSION – None

ADJOURN

Motion was made by Trustee Schuster, seconded by Trustee Padasak, and carried with unanimous approval to adjourn the Regular Session at 7:43pm.

DRAFT

Respectfully submitted,

Jennifer Haberl
Clerk/Treasurer

VILLAGE OF SPRINGVILLE
Clerk/Treasurer Report for November 17, 2025

ATTACHMENT NO. 2
AGENDA DATE 11/17/2025

Resolutions/Approval:

1. Return Unpaid taxes to Erie County. Final list of unpaid taxes will be distributed at the board meeting.

Discussions:

1. No Overnight Parking Ban on Village streets and in Village parking lots, except for areas that are marked allowing for overnight parking, begins November 10, 2025 and goes through April 1, 2025 from 2am – 7am.
2. Audit for FY2025 is underway.

VILLAGE OF SPRINGVILLE
DEPARTMENT OF PUBLIC WORKS
Duane Boberg
Superintendent of Public Works

Superintendent Report for November 17, 2025

ATTACHMENT NO. 3

AGENDA DATE 11/17/2025

Resolution: Approve Negative Dec and except the changes from Erie County for LL 6 of 2025, Accessory Dwelling Units. Chapter 200 Zoning Additions
- Change: 200-79 B(4) language to specify code is speaking about floor area of the ADU.

Resolution: Accept LL 6 of 2025 as presented

Resolution: Set public hearing for Local Law 7 of 2025 Addition to Chapter 180: Vehicles and Traffic
Addition to section 180-16 No Parking any time:

Resolution: Have mayor sign Town of Concord fire department coverage lease. Three year contract starting January 1, 2026, ending December 31, 2029.

Resolution: Have Mayor sign new 6 (six) year lease with Springville Fire Inc. Increase from 2% to 3% monthly payments. See attached sheets.

Chapter 200 Zoning; Attachment 1 – Table of Use Regulations – Residential Districts

“Accessory apartments” shall be modified to read “Accessory dwelling units” and shall be marked as “P” in all three residential districts.

Chapter 200 Zoning; Attachment 4 – Table of Dimensional Regulations – Residential Districts

Attachment 4 shall be amended to include the following note:

“Accessory dwelling units are exempt from the ‘Lot area, minimum per dwelling unit’ requirement.”

§ 200-2 Word usage; definitions

The “Accessory Apartment” definition shall be replaced with the following:

ACCESSORY DWELLING UNIT (ADU)

A residential living unit on the same parcel as a single-family dwelling or a two-family dwelling. The ADU provides complete independent living facilities for one or more persons. It may take various forms: a detached unit; a unit that is part of an accessory structure, such as a detached garage; or a unit that is part of an expanded or remodeled dwelling.

§ 200-79 Accessory apartments

§ 200-79 Accessory Apartments shall be repealed and replaced with the following:

§ 200-79 Accessory dwelling units

- A. Purpose. The purpose of regulating accessory dwelling units is to:
- (1) Create new housing units while respecting the look and scale of existing residential development;
 - (2) Increase the housing stock of existing neighborhoods in a manner that is less intense than other alternatives;
 - (3) Allow more efficient use of existing housing stock and public infrastructure;
 - (4) Provide a mix of housing options that responds to changing family needs and smaller households;
 - (5) Offer a means for residents to remain in their homes and neighborhoods despite changing family and lifestyle dynamics;
 - (6) Enable a supplemental income stream for homeowners; and
 - (7) Promote a broader range of affordable housing options.
- B. General requirements.
- (1) An accessory dwelling unit shall be a complete, independent housekeeping unit containing both a legal kitchen and bath and must meet NYS Uniform Building and Fire Prevention Code requirements.
 - (2) An accessory dwelling unit shall be permitted only (i) within or as an addition to an existing principal residence; (ii) within or as an addition to an existing detached accessory building; or (iii) within a new detached accessory building that meets all the requirements of this chapter, subject to any applicable building and fire code standards.
 - (3) An accessory dwelling unit, and the parcel that contains it, must comply with all accessory building requirements per § 200-10 and all applicable residential density standards and zoning regulations of this code, with the exception that accessory dwelling units shall be exempt from the minimum lot area per dwelling unit requirement per § 200 Attachment 4.

- (4) The total floor area of an accessory dwelling unit shall not exceed 35% of the total floor area of the principal building or 550 square feet, whichever is greater.
 - (5) An accessory dwelling unit must be consistent with the existing façade, roof pitch, windows, and siding of the primary residence.
 - (6) Not more than one accessory dwelling unit may be created on any premises in a residence district.
 - (7) The creation of an accessory dwelling unit shall comply with all relevant regulations for nonconforming uses, buildings, and structures per Article IX.
- C. Standards for detached accessory dwelling units
- (1) The minimum separation of a detached accessory dwelling unit from the principal dwelling shall be 10 feet.
 - (2) The maximum height of a detached accessory dwelling unit shall be the lesser of: (1) 25 feet; or (2) the height of the principal dwelling.
 - (3) A detached accessory dwelling unit shall not be located between the front of the structure that it is subordinate to and the right-of-way line of the street(s) servicing it, and must meet the side yard requirements as specified for the principal dwelling.
- D. Owner occupancy requirements
- (1) At least one of the dwelling units on the parcel shall be occupied by one or more owners of the property as a permanent residence.
 - (2) The property owner(s) shall sign an affidavit before a notary public affirming that the owner occupies either the principal residential unit or the accessory dwelling unit as a permanent residence. This affidavit shall be included as part of the building permit application for the accessory dwelling unit, in accordance with Chapter 200 Article XII.
 - (3) When a parcel containing an accessory dwelling unit is sold or ownership transferred, the new owner(s), if they wish to continue to rent or lease one of the units, must within 30 days of the sale sign a new affidavit before a notary public stating that they will occupy one of the dwelling units on the parcel and submit it to the Code Enforcement Officer.
 - (4) The individual sale of any accessory dwelling unit apart from the principal use is strictly prohibited.

§ 200-10 Placement of accessory buildings and uses.

§ 200-10(A)(8) shall be repealed and replaced with the following:

- (8) A building basement or a garage or other nonresidential accessory space shall not be used for dwelling purposes unless:
 - (h) established in conformance with § 200-79 as an accessory dwelling unit; or
 - (i) approved by the Erie County Board of Health, provided, however, that no such approved use shall exceed one year in duration and then only when it is related to the construction of a main dwelling on the site. The Board of Appeals may grant not more than a one-year extension of such temporary dwelling use in accordance with Article XI.

§ 200-19 Minimum residential floor area.

§ 200-19(B) shall be amended to include the following row within the table:

Type of Residence Building	Minimum Required Floor Area per Family (square feet)
Accessory dwelling unit	Per NYS Uniform Building and Fire Prevention Code

§ 200-19(C) shall be repealed and replaced with the following:

- (C) First floor area of a dwelling. The minimum first floor enclosed area of a one-family, two-family, or multiple unit dwelling, exclusive of a garage or other accessory building, shall be 800 square feet, and its least overall dimension shall be 20 feet. The minimum first floor enclosed area of an accessory dwelling unit must be in compliance with the NYS Uniform Building and Fire Prevention Code.

§ 200-22 Schedule of off-street parking requirements for residential uses.

§ 200-22 shall be amended to include the following row within the table:

Use	Number of Spaces
Accessory dwelling unit	1 per dwelling unit

NOTICE OF PUBLIC HEARING
VILLAGE OF SPRINGVILLE

Please take notice that a public hearing will be held by the Village of Springville Board of Trustees on Monday, December 1, 2025 at 7:01 pm at 65 Franklin St., Springville, New York in the Boardroom for the purpose public comment on proposed Additions to Chapter 180: Vehicles and Traffic. Addition to Section 180-16 No Parking at any time (Trailers in the Municipal Parking Lot).

By Order of the Village Board of Trustees,
Duane Boberg
Superintendent

"This institution is an equal opportunity provider and employer."

TOWN OF CONCORD PROTECTION AGREEMENT

THIS AGREEMENT made this _____ and between the TOWN OF CONCORD, a municipal corporation with its principal office and place of business at 86 Franklin Street in the Village of Springville, New York (hereinafter referred to as the "Town") and the Village of Springville, New York a municipal corporation with its office and principal place of business at 5 West Main Street, Springville, New York (hereinafter referred to as the "Village").

WHEREAS, the Town did heretofore establish the geographic area of the Town of Concord, exclusive of the Village of Springville, as a Fire/EMS (Emergency Medical Service) protection district; and

WHEREAS, the Town may, pursuant to Section 184 of Article 11 of Town Law, contract for a period not exceeding five (5) years with the Village maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection in said Fire/EMS (Emergency Medical Services) protection district, after a public hearing; and

WHEREAS, the Village maintains adequate and suitable apparatus and appliances for the furnishing of Fire/EMS (Emergency Medical Service) protection in a portion of said district that is adjacent to the Village of Springville; and

WHEREAS, a public hearing, duly called by the Town, has been held to consider the furnishing of such Fire/EMS (Emergency Medical Service) protection by the Village of Springville as provided herein:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, in consideration of the mutual agreements and payments herein provided and upon the conditions herein contained, as follows:

FIRST: The Village shall direct and permit its fire and emergency Medical Services Department (Springville Volunteer Fire Department) to provide fire protection services by promptly responding to and attending, containing, and extinguishing any and all fires occurring within the boundaries of that portion of the fire protection district shown and delineated on the annexed Schedule A in the same manner as in the case of a fire occurring within the limits of the Village of Springville and to furnish fire protection in said portion of the Town's fire protection district, to the best of its ability against the loss of life and injury to person or property. In addition to fire protection, the Village shall direct and permit its fire and Emergency Medical Services department to provide emergency service in case of accidents, calamities, or other emergencies in connection with which the services of firefighters would normally be required and general ambulance services in that portion of the fire protection district shown and delineated within the boundaries of that portion of the fire protection district shown and delineated on the annexed Schedule A pursuant to the provisions of Section 184 of Article 11 of Town Law.

SECOND: The village shall, at its own expense, provide the necessary personnel to reasonably accomplish the aforesaid task through the volunteer Fire/EMS (Emergency Medical Services) services of the Springville Volunteer Fire Department and shall keep its Fire/EMS (Emergency Medical Services)

fighting apparatus, equipment and appliances and its hose truck and other vehicles in a good state of repair and ready at all times to furnish Fire Protection and EMS (Emergency Medical Services).

THIRD: This Agreement shall be a three (3) year agreement for the period of **January 1, 2026** through **December 31, 2028**. In the event that a new agreement shall not be entered into by **January 1, 2029**, then in that event this Agreement shall automatically renew until a new Agreement is executed by both parties. However, it is provided that either party must notify the other party, through any legally approved method in writing by **August 20, 2028** that they will elect to terminate, continue, or modify this Agreement no later than **December 31, 2028**. Then, any modification of this contract may be accomplished by a simple addendum to the current contract. This agreement, if executed after **January 1, 2026**, shall be retroactive to **January 1, 2026**.

FOURTH: On or before the 30th day of June, 2026, the Town shall pay to the Village of Springville for the Fire/EMS (Emergency Medical Services) protection provided herein an increase of 4% from the previous year to the sum of **one hundred and ten thousand, two hundred and sixteen dollars and sixty nine cents** (\$110,216.69) and an increase of 4-1/2% in 2027 to **one hundred and fifteen thousand, one hundred and seventy-six dollars and forty-four cents** (\$115,176.44) and an increase of 4-1/2% in 2028 to **one hundred and twenty thousand, three hundred and fifty nine dollars and thirty eight cents** (\$120,359.38).

In accordance with section 30 of the Volunteer Firefighters' Benefit Law, the amount to be paid for service pursuant to this contract shall be increased by an amount that will reflect any increase in the Villages's cost or any new or added cost to the Village for insurance coverage for the liability for benefits under the Volunteer Firefighters' Benefit Law. The Town's portion of any such increased amount shall be calculated on a pro rata basis by population. Any new or added cost to the Village attributable solely to the service provided by the Village to the Town's fire protection district shall be borne solely by the Town.

FIFTH: The Village agrees that during the term of this contract it will continuously provide the following insurance coverage:

- 1) Automobile liability coverage covering all of its vehicular apparatus.
- 2) General Liability insurance including contractual liability.
- 3) Worker's compensation insurance to cover its employees and volunteer firemen.

The Town, its agents, and employees, shall be named as an additional insured on the general liability insurance. The Village shall also indemnify and hold harmless the Town, its agents and employees from all claims, suits, loss, damages, injuries, liability, cost and expenses arising from the services provided from this contract and from the activities of the Agency, its officers, employees and volunteers, including but not limited to the ownership, maintenance or use of its vehicles responding in the extinguishment of Fire/EMS (Emergency Medical Services) in the portion of the Town's Fire/EMS (Emergency Medical Services) protection district covered by this agreement. The Village shall provide insurance with a combined single limit of at least \$2,000,000 for bodily injury and property damage for

both automobile insurance and general liability insurance and shall provide a Certificate of Insurance to the Town evidencing compliance with this agreement.

SIXTH: The Fire/EMS (Emergency Medical Services) protection services to be provided under this agreement are rendered to the public generally and there is no duty created by this agreement or otherwise to any specific group, individual or property owner.

SEVENTH: The methods, means and decisions as to how Fire/EMS (Emergency Medical Services) protection services shall be rendered under this agreement shall be within the sole discretion of the Fire Chief(s) or members of the Springville Volunteer Fire Department, as the case may be, on the scene of the emergency.

EIGHTH: The inability of the Springville Volunteer Fire Department to answer an alarm in the area covered due to a prior alarm or commitment elsewhere shall not be deemed a violation of this agreement.

NINTH: The Town's failure to make any payment to the Village as provided herein shall relieve the Village from any obligation to render the fire protection service pursuant to this agreement.

TENTH: This contract shall only be effective upon written consent of the Springville Volunteer Fire Department Chief. The Town will pay all sums due hereunder to the Village.

IN WITNESS WHEREOF the parties hereto have caused their hands and seal to be affixed hereto as of the day and year first above written.

VILLAGE OF SPRINGVILLE

TOWN OF CONCORD

BY: _____

BY: _____

DATE: _____

DATE: _____

Timothy Michaels, Mayor

Philip Drozd, Town Supervisor

CONSENT to the above agreement is hereby given by:

SPRINGVILLE VOLUNTEER FIRE DEPARTMENT

By: _____ Date: _____

Marc Gentner, Fire Chief

LEASE

THIS AGREEMENT, made on the 17th day of November 2025 by and between SPRINGVILLE VOLUNTEER FIRE COMPANY, INC, a not-for-profit Corporation organized and existing under the laws of the State of New York, having its principal office at 405 West Main Street, Springville, New York, a party of the first part, hereinafter called LESSOR, and Village of Springville a municipal corporation organized under the laws of the State of New York, having its principal office at 5 West Main Street, Springville New York, party of the second part, hereinafter called LESSEE.

WITNESSETH

LESSOR, for and in consideration of the agreements herein contained hereby leases to LEASEE and LEASEE hereby leases from LESSOR the premises hereinafter set forth upon the terms below:

Article 1. PREMISES

- A. The premises leased hereby, which will hereafter be referred to as the LEASED PREMISES, are that portion of the premises conveyed to the LESSOR by Deed recorded in Uber 8838 of Deeds at page 147 and commonly known as 405 West Main Street, Springville, New York, as follows:
- 1) That portion of the building situated on the premises used for fire protection, fire training and storage of fire protection equipment as outlined, being the southerly portion thereof, as outlined on attached **Schedule A**, and
 - 2) Those portions of the premises set forth in the above mentioned Deed requires for access to the premises from West Main Street and the use of the premises for the purposes therein mentioned being the shaded portion shown on attached **Schedule B**, and
 - 3) Such additional portions of LESSOR's premises as shall be required for the parking of the private vehicles of firefighters and others when so using the premises.

Article 2.

The term of this Lease shall be SIX (6) YEARS commencing on the 1st day of June 2026 and ending on the 31st day of May 2032.

Article 3. RENT

- A. The LESSEE shall pay the LESSOR for the six-year duration of this Agreement, commencing on June 1, 2026 and ending on May 31, 2027 a monthly rent of \$1,421.50 for an annual rent of \$17,058.04. Commencing on June 1, 2027 and ending on May 31, 2028 the payment will include a 3% increase with a monthly rent amount of \$1,464.15 for an annual rent of \$17,569.78.

Commencing on June 1, 2028 and ending on May 31, 2029 the payment will include a 3% increase with a monthly rent amount of \$1,508.07 for an annual rent of \$18,096.87.

Commencing on June 1, 2029 and ending on May 31, 2030 the payment will include a 3% increase with a monthly rent amount of \$1,553.31 for an annual rent of \$18,639.78.

Commencing on June 1, 2030 and ending on May 31, 2031 the payment will include a 3% increase with a monthly rent amount of \$1,599.91 for an annual rent of \$19,198.97.

Commencing on June 1, 2031 and ending on May 31, 2032 the payment will include a 3% increase with a monthly rent amount of \$1,647.91 for an annual rent of \$19,774.92.

Herein referred to as the Six-Year Period. The rent shall be payable by the LESSEE to the LESSOR monthly or in other installments mutually convenient to and agreed upon (in writing) by the LESSEE and LESSOR.

- B. The LESSOR and LESSEE acknowledge and agree to initiate negotiation for the next lease agreement during the term of this lease meeting with at least three members from each organization on an annual basis.

Article 4. USE OF PREMISES

The LESSOR and LESSEE acknowledge and agree that the PREMISES are to be used for the storage of fire trucks, firefighting gear, tools, supplies, apparatus and all related fire and first aid equipment and the use thereof for firefighting drills, training and first aid purposes.

Article 5. REPAIRS AND MAINTENANCE

- A. The LESSOR agrees to, at its own expense, maintain and keep in repair the LEASED PREMISES.
- B. The LESSOR agrees to, and at its own expense, be responsible for all structural or capital heating, plumbing, electrical and sewer that service or are contained on the LEASED PREMISES.
- C. The LESSEE agrees to plow snow from the full width of the parking area or lot in front of the LEASED PREMISES and at the pedestrian access doors to the LEASED PREMISES, including a single drive lane around the rear of the LEASED PREMISES. The LESSEE, as normal maintenances services in connection with the fire hall use, will plow additional areas at the side and rear of the fire hall parking lot as winter conditions and snow storage space may require and at such times as the LESSEE's Streets Department plowing priorities permit. The LESSEE shall have no liability to the LESSOR for surface damage to the parking lot area that might occur as a result of the LESSEE's snow plowing activities. However additional snowplow damage by LESSEE snowplow will be remediated by the LESSEE.

Article 6. INSURANCE

The LESSEE agrees to procure and maintain during the term of this Agreement liability insurance with \$1,000,000.00 per occurrence for bodily injury and property damage arising out of the LESSEE's use of the LEASED PREMISES, as enumerated in Article 4 (USE OF PREMISES) of this Agreement. The LESSEE further agrees to name the SPRINGVILLE VOULNTEER FIRE COMPANY, INC. as an additional insured under the liability insurance policy (see **Attachment C**).

The LESSOR agrees to procure and maintain during the term of this Agreement liability insurance with \$1,000,000.00 per occurrence for bodily injury and property damage arising out of the LESSOR's maintenance and repair of the LEASED PREMISES, as enumerated in Article 5. A and B of this Agreement. The LESSOR further agrees to name the VILLAGE OF SPRINGVILLE as additional insured under the liability insurance policy (see **Attachment D**).

Article 7. INDEMNIFICATIONS

- A. To the extent permitted by law, the LESSOR agrees to fully indemnify, save and hold harmless the VILLAGE OF SPRINGVILLE and all of its officers, agents and employees from any and all liability of any type whatsoever, including but not limited to, any and all damage expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to or arising out of occurring in connection with any maintenance and/or repair of the LEASED PREMISES.
- B. The LESSOR shall, at its own cost and expense, defend any and all actions or suits which may be brought against the VILLAGE OF SPRINGVILLE or any of its officers, agents or employees in which the VILLAGE OF SPRINGVILLE or said officers, agents or employees may be impleaded with others upon such above-mentioned claim. In the event of the LESSOR's failure to do so, the VILLAGE OF SPRINGVILLE, at its option without being obliged to do so, may, at the LESSOR's cost and expense and upon prior written notice to the LESSOR, defend any and all such suits or actions. The LESSOR shall satisfy, pay and discharge any and all judgment that may be recovered against the VILLAGE OF SPRINGVILLE or any of its officer's agents or employees in any such suits or actions which may be brought against the VILLAGE OF SPRINGVILLE or any of its officers, agents or employees or in which the VILLAGE OF SPRINGVILLE or any of its officers, agents or employees may be impleaded with others. The LESSOR shall pay the reasonable cost of any such defense, including but not limited to the VILLAGE OF SPRINGVILLE's Attorney fees.

Article 8. ASSIGNMENT OR SUB-LEASE PROHIBITION

The LESSEE agrees not to assign or sub-lease any of its rights set forth in the Agreement.

Article 9. FURTHER ASSURANCE

The LESSEE hereby pledges its full faith and credit as a municipal corporation of the State of New York to its faithful performance of this Agreement.

Article 10. AUTHORITY FOR EXECUTION ON BEHALF OF THE VILLAGE OF SPRINGVILLE

The Mayor has executed this agreement pursuant to a Resolution adopted by the Board of Trustees of the VILLAGE OF SPRINGVILLE at a meeting thereof held on November 17, 2025. Timothy Michaels, Mayor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such Agreement on behalf of the VILLAGE OF SPRINGVILLE. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Clerk, VILLAGE OF SPRINGVILLE.

Article 11. INVALIDITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Article 12. SERVICE OF NOTICE

Any and all notices of payments required hereunder shall be in writing signed by the party serving the same and shall be sent to:

When notice sent to LESSEE:

Mayor
Village of Springville
P.O. Box 17
Springville, NY 14141

And when payment is sent to LESSOR:

President
Springville Volunteer Fire Company, Inc.
405 West Main Street/P.O. Box 12
Springville, NY 14141

Or to such address as either party may have furnished to the other as a place for the service of notice. Any notice or payment so mailed shall be deemed to have been given as of the time said notice or payment is deposited in the U.S. mail.

Article 13. APPLICABLE LAW

This agreement is governed by the laws of the State of New York.

Article 14. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed as an original but all of which together shall constitute one and the same instrument.

Article 15. WAIVER

No waiver of any breach of any conditions of this agreement shall be binding, unless in writing, and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Article 16. MODIFICATION

This Agreement may be changed or modified only by a written agreement executed by both the LESSOR and LESSEE.

Article 17. RIGHT OF TERMINATION

Notification may be made by either party to this lease to terminate. A written termination request must be submitted to the opposite party six (6) months prior to the expected termination date. Notices of termination shall be accepted only by certified mail.

Article 18. BINDING EFFECT

This Agreement and all Schedules attached thereto shall be binding upon both the LESSOR and LESSEE and their successors and assigns.

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

SPRINGVILLE VOLUNTEER FIRE COMPANY, INC.

VILLAGE OF SPRINGVILLE

BY _____

BY _____

Matthew Dygert, President

Timothy Michaels, Mayor

STATE OF NEW YORK
COUNTY OF ERIE
VILLAGE OF SPRINGVILLE

On the __ day of __ ♦ 2025 before me personally came _____ to me known, who, being by me duly sworn, did depose and say, that he resides at _____ ♦ that he is the President of the Springville Volunteer Fire Company, Inc. the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Notary Public

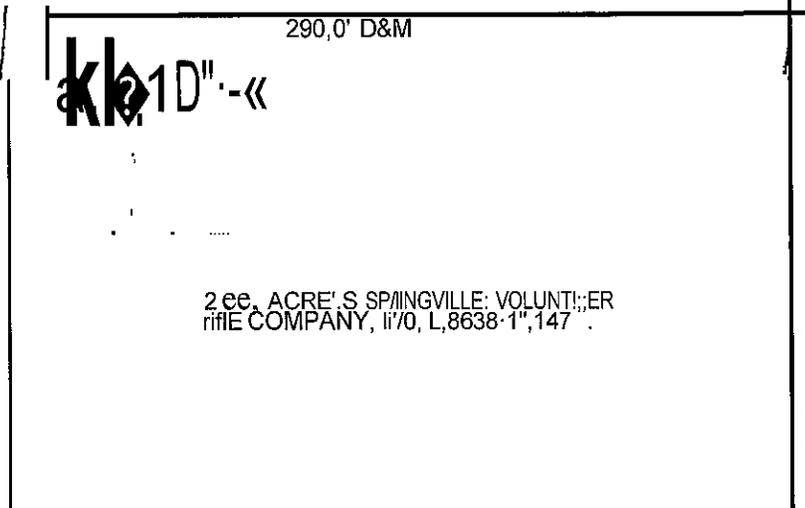
STATE OF NEW YORK
COUNTY OF ERIE
VILLAGE OF SPRINGVILLE

On the __ day of __ ♦ 2025 before me personally came _____ t o me known, who, being by me duly sworn, did depose and say, that he resides at ----- ♦ that he is the Mayor of the Village of Springville the municipal corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Notary Public

Schedule A

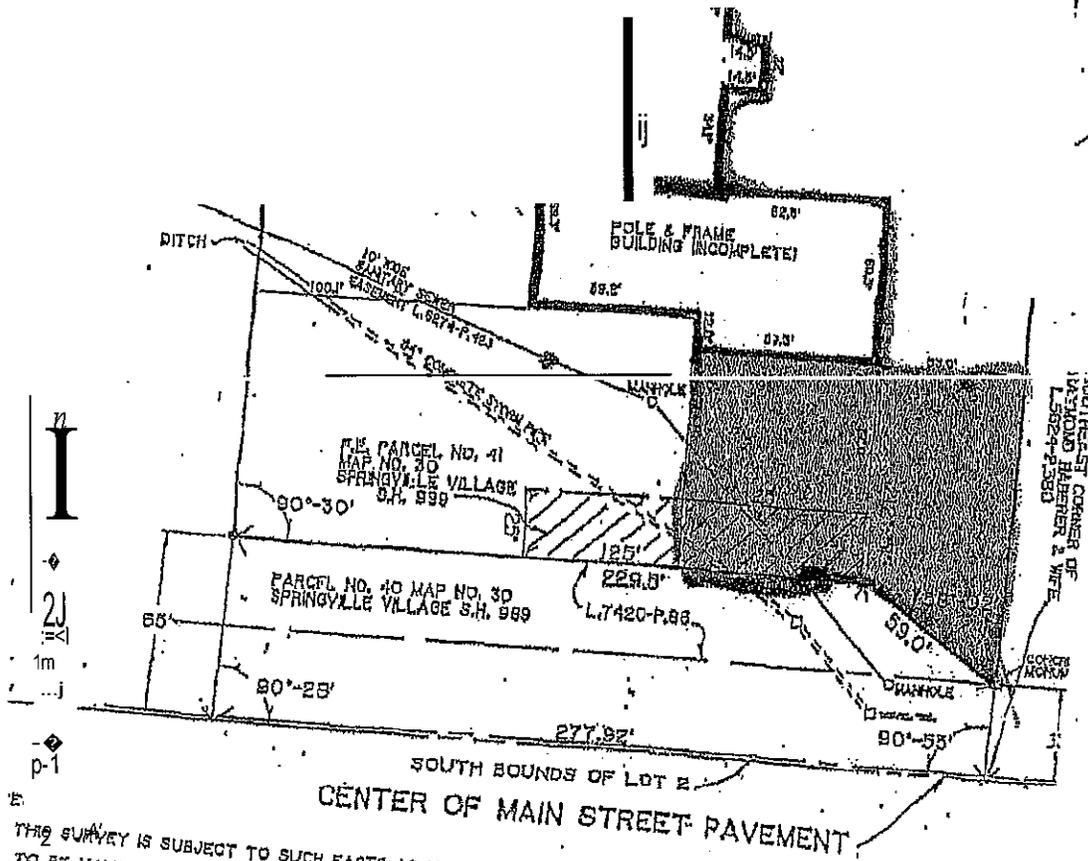
ScheduleB



March 2, 1983

9i

AMC WATSON



THIS SURVEY IS SUBJECT TO SUCH FACTS AS MAY BE DISCLOSED IN A CURRENT TITLE SURVEY TO BE VALID, COPIES HEREOF MUST CONTAIN THE ORIGINAL AND EMBOSSED SEAL.

NoT 66.

THIS SURVEY IS SUBJECT TO SUCH FACTS AS MAY BE DISCLOSED IN A CURRENT TITLE SURVEY TO BE VALID, COPIES HEREOF MUST CONTAIN THE ORIGINAL AND EMBOSSED SEAL.

FOUND RECORD 4 - SET RECORDED - PIVINMENT INUIT
 THE EASTERN PORTION OF A PARCEL REVIOUSLY ADJACENT TO THE PROPERTY OF THE VOLUNTARY TRUST COMPANY, 11/0, L.8638-1, 147'

Schedule C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2020

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 Brown & Brown of New York, Inc. 45 East Avenue Rochester NY 14604	CONTACT NAME: Sandra Steen CIC CISR		
	1/809 NR Ext: (585) 232A424	1/1111c, No: (585) 232-7802	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURERS: U.S. Specialty Insurance Company	29599	
INSURED Village of Springville 5W Main St PO Box 17 Springville NY 14141	INSURERS: Selective Insurance Company of America	12572	
	INSURERC:		
	INSURERD:		
	INSURERE:		
	INSURERF:		

COVERAGES	CERTIFICATE NUMBER:	20-21 Master	REVISION NUMBER:
<p>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.</p>			
INSR LTR	TYPE OF INSURANCE	INSD WVD	POLICY EXP (MM/DD/YYYY)
X	COMMERCIAL GENERAL LIABILITY		
	CLAIMS-MADE [81] OCCUR		
A		y	CPKG80820096
	GEN AGGREGATE LIMIT APPLIES PER		
	POLICY OTHER: [8] LOC		
	AUTOMOBILE LIABILITY		
X	ANY AUTO		
A	OWNED SCHEDULED AUTOS ONLY	y	CPKG80820096
	HIRED AUTOS NON-OWNED AUTOS ONLY		
X	UMBRELLA LIAB		
A	EXCESS LIAB	y	CPKG80820096
	DED RETENTION \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YIN	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	NIA	
B	Crime		
	B6055625		
	01/15/2020		
	01/15/2021		
	Per Occurrence		
	\$1,000,000		

DESCRIPTION OF OPERATIONS/ LOCATIONS | VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Springville Volunteer Fire Company Inc is included as additional insured when required by written contract or agreement.

CERTIFICATE HOLDER

Springville Volunteer Fire Company Inc
405 W Main St

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.

Scb,eduie ti

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY ONLY AND CONFERS NO RIGHTS UPON THE HOLDER OF THIS CERTIFICATE...

IMPORTANT: If the certificate holder is ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed...

PRODUCER: Potts, Harris & Scheire Aganc-y 88'10 Main Street Williamsville, NY 14221

PHONE: (716) 634-6656 FAX: (716) 626-6057

INSURED: Springville Volunteer Fire company PO Box 12 Springville, NY 14141-0012

INSURER: JILV@RII

COVERAGES CERTIFICATE NUMBER: 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...

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS, etc. Includes entries for Commercial General Liability and Umbrella.

Additional insured information and other policy details.

DESCRIPTION OF PROPERTY: A Property MEPK06911512

Handwritten note: 'Used updated one' with a circle around it.

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.

CERTIFICATE HOLDER: Village of Springville 5 West Main Street PO Box 17 Springville, NY 14141

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VILLAGE OF SPRINGVILLE
November 17, 2025
Page 1
CONSENT AGENDA

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

PROJECT: 0000011159 - MULTIPLE RESIDENCE
PROPERTY: 227 MILL ST NORTH
ISSUED DATE: 10/29/2025
ISSUED TO: DUA, RAJEEV
7744 TOUGH ROW HILL
ELLCOTTVILLE, NY 14731

TYPE: MULTIPLE RESIDENCE

PROJECT: 0000011160 - RESIDENTIAL ALTERATION
PROPERTY: 55 E MAIN ST
ISSUED DATE: 10/29/2025
ISSUED TO: SOUTHTOWNS RENOVATIONS
PO BOX 187
COLDEN, NY 14033

TYPE: RESIDENTIAL
ALTERATION

PROJECT: 0000011161 - PLANNING BOARD REVIEW
PROPERTY: VL ELM ST
ISSUED DATE: 10/29/2025
ISSUED TO: BEATTY, GREG
367 E. MAIN ST.
SPRINGVILLE, NY 14141

TYPE: PLANNING BOARD
REVIEW

PROJECT: 0000011162 - FIRE INSPECTION
PROPERTY: 563 W MAIN ST
ISSUED DATE: 10/30/2025
ISSUED TO: APEX CAR WASH LLC
15 LINWOOD AVE
HAMBURG, NY 14075

TYPE: FIRE INSPECTION

PROJECT: 0000011163 - UTILITY CHANGES-SEWER
PROPERTY: 66 MYRTLE AVE
ISSUED DATE: 11/03/2025
ISSUED TO: NASON, CHARLOTTE A
66 MYRTLE AVE.
SPRINGVILLE, NY 14141

TYPE: PLUMBING

PROJECT: 0000011164 - ACCESSORY BUILDING
PROPERTY: 93 N BUFFALO ST
ISSUED DATE: 11/03/2025
ISSUED TO: WILSON, BENJAMIN R
93 N BUFFALO ST LOWER
SPRINGVILLE, NY 14141

TYPE: ACCESSORY BUILDINGS

PROJECT: 0000011165 - PLANNING BOARD REVIEW
PROPERTY: 18 E MAIN ST
ISSUED DATE: 11/03/2025
ISSUED TO: CURNAN, ADAM
11369 GENESEE ROAD
EAST CONCORD, NY 14055

TYPE: PLANNING BOARD
REVIEW

VILLAGE OF SPRINGVILLE
November 17, 2025
Page 1
CONSENT AGENDA

PROJECT: 0000011166 - ROOFING
PROPERTY: 202 N CENTRAL AVE
ISSUED DATE: 11/05/2025
ISSUED TO: BARTZ, BRANDON
202 N CENTRAL AVE
SPRINGVILLE, NY 14141

TYPE: ROOF

PROJECT: 0000011167 - EVENT-5K RUN
PROPERTY: 393 NORTH ST
ISSUED DATE: 11/10/2025
ISSUED TO: SPRINGVILLE KIWANIS
PO BOX 104
SPRINGVILLE, NY 14141

TYPE: EVENT

PROJECT: 0000011168 - FENCES
PROPERTY: 20 PEARL ST
ISSUED DATE: 11/10/2025
ISSUED TO: BENZ, RACHEL
20 PEARL ST.
SPRINGVILLE, NY 14141

TYPE: FENCES