

Board of Trustees: Maggie Ridge, Mayor
AJ Peck, Deputy Mayor
Andy Fraser, Trustee
Randy Hess, Trustee
Wayne LaVair, Trustee

Agenda

1. **Call to Order** Mayor Maggie Ridge called the September 10, 2024 Village of Scottsville Board of Trustees to order at pm.

2. **Pledge of Allegiance to the Flag**

3. **Roll Call**

4. **Approval of Minutes**

Village Board Meeting Minutes

Tuesday, July 9, 2024

Motion made by Trustee _____ and seconded by Trustee _____ to approve the minutes of the *Tuesday, July 9, 2024 Village Board Meeting* as submitted.

Vote: *Carried (-)*

Mayor Maggie Ridge
Trustee Randy Hess
Trustee Wayne LaVair

Deputy Mayor AJ Peck
Trustee Andy Fraser

5. **Treasurer – Paula Parker**

Pay Bills:

Motion made by Trustee _____ and seconded by Trustee _____ to approve payables as listed on the AP Check Register Report through September 10, 2024 and prepaid bills with General Payables totaling \$.

Vote: *Carried (-)*

Mayor Maggie Ridge
Trustee Randy Hess
Trustee Wayne LaVair

Deputy Mayor AJ Peck
Trustee Andy Fraser

Treasurers Report:

Budget Transfers:

Motion made by Trustee _____ and seconded by Trustee _____ to approve the budget transfers as listed above from the September 2024 Treasurers Report.

Vote: *Carried (-)*

Mayor Maggie Ridge
Trustee Randy Hess
Trustee Wayne LaVair

Deputy Mayor AJ Peck
Trustee Andy Fraser

6. **Public Before the Board**

7. **Public Hearing**

Mayor Ridge opens public hearing at _____ pm by reading the notice published in the Sentinel.

PLEASE TAKE NOTICE that the Village of Scottsville Board of Trustees will hold a Public Hearing on September 10, 2024 at the Wheatland Municipal Building, 22 Main St, Scottsville, NY 14546 at 7:00 pm to amend the Village Code Chapter 117 Peace and Good Order regarding noise and Chapter 54 regarding animals. Any persons interested in making comments can be heard hereto. A copy of the ordinance is available on the Village website www.scottsvilleny.org.

Public Comment open at _____ pm/

Public comment closed and Board comment opened at _____ pm.

Board Comment and Public Hearing closed at _____ pm.

8. **Department Reports**

a) **Building Inspector/Code Enforcement Officer**

Building Dept:

Fire Marshal:

Code Enforcement:

b) **DPW – Todd Schwasman**

DPW hours

Last Month:

Upcoming Month:

c) **Clerk – Anne Hartman**

Tax payments

Wrapping up the summer concerts at the Market

EAP

Motion made by Trustee _____ and seconded by Trustee _____ to authorize the Mayor to sign the agreement with EAP Workforce Solutions, LLC (in an amount not to exceed \$679.20 \$700.00) .

Vote: Carried (-)

Mayor Maggie Ridge

Trustee Randy Hess

Trustee Wayne LaVair

Deputy Mayor AJ Peck

Trustee Andy Fraser

9. **Trustee Updates:**

Deputy Mayor AJ Peck – Procurement and ARPA

Trustee Andy Fraser – Grants and Planning Board/Zoning Board of Appeals

Trustee Wayne LaVair – DPW

Trustee Randy Hess – Historic Commission

10. **Mayor's Reports - Maggie Ridge**

Comprehensive Master Plan

Village Vehicle Use Policy

11. **Old Business**

LGV/GVTI 2023-24

Motion made by Trustee _____ and seconded by Trustee _____ to approve the payment of the Letchworth Gateway Villages in an amount not to exceed \$1,500.00 from the 2023-2024 Fiscal Year and further authorize the Treasurer to make any necessary budgets modifications should an account be overdrawn.

Vote: Carried (-)

Mayor Maggie Ridge

Trustee Randy Hess

Trustee Wayne LaVair

Deputy Mayor AJ Peck

Trustee Andy Fraser

Main St. Parking

Maple St/Ave

MRB Main St Proposal

Motion made by Trustee _____ and seconded by Trustee _____ to authorize the Mayor to sign the proposal for professional services for Main Street sidewalk improvements that include a survey and preliminary design in an amount not to exceed \$20,400.00.

Vote: Carried (-)

Mayor Maggie Ridge

Trustee Randy Hess

Trustee Wayne LaVair

Deputy Mayor AJ Peck

Trustee Andy Fraser

PROPOSAL FOR PROFESSIONAL SERVICES

MAIN STREET SIDEWALK IMPROVEMENTS – SURVEY AND PRELIMINARY DESIGN

12. **New Business**

Just to be aware, the Town is repaving the parking lot within the next few weeks

13. **Adjournment**

Motion made by Trustee _____ and seconded by Trustee _____ to adjourn the Village Board meeting at pm.

Vote: Carried (-)

Mayor Maggie Ridge

Trustee Randy Hess

Trustee Wayne LaVair

Deputy Mayor AJ Peck

Trustee Andy Fraser

Village of Scottsville
Board of Trustees Meeting
Tuesday, August 13, 2024 6:30 pm
Wheatland Municipal Building
Meeting Minutes

Call to Order Mayor Maggie Ridge called the August 13, 2024 Village of Scottsville Board of Trustees to order at 6:30 pm.

Pledge of Allegiance to the Flag

Roll Call

Present: Maggie Ridge, Mayor
Andy Fraser, Trustee
Randall Hess, Trustee
Wayne LaVair, Trustee

Absent: AJ Peck, Deputy Mayor

Also Present: Lauren Baron, Attorney
Paula Parker, Treasurer
Anne Hartman, Clerk
0 residents

Approval of Minutes

Village Board Meeting Minutes

Tuesday, July 9, 2024

Motion made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to approve the minutes of the *Tuesday, July 9, 2024 Village Board Meeting* as submitted.

Vote: *Carried 3-0-1(Abstention)*

Mayor Maggie Ridge	ABSTAIN	Deputy Mayor AJ Peck	ABSENT
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Public Before the Board

MRB Main Street Sidewalks

Dave Willard walked Main Street from the Artisan to the bridge with Trustee Fraser to discuss a plan for improvements.

Curbs are settling and being pushed up by tree roots

A preliminary design will determine the phases of the project and permitting needed

There are no records of easements for sidewalks, will need to obtain from owners

Look for Forestry Board input

Meet with businesses

Bond determination, Treasurer will work with bond counsel – 10 year bond

With the project divided into phases comes the potential of more grants

Treasurer – Paula Parker

Pay Bills:

Motion made by Trustee Randy Hess and seconded by Mayor Maggie Ridge to approve payables as listed on the AP Check Register Report through August 13, 2024 and prepaid bills with General Payables totaling \$ 40,707.34.

Vote: *Carried (4-0)*

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Expenses: *Final - May 31, 2024 expenses	
Overspent Lines	Why?
A.8140.4 Storm Sewers - Contractual	275.00 Frames & Grates
A.8687.4 Econ & Comm Dev - Contractual	1,500.00 Letchworth Gateway
TOTAL	1,775.00

Suggested Budget Appropriations/Transfers

Account Code	Descriptions	To	From
Transfers for above noted accounts: *Final through May 31, 2024			
Expenses:	TO COVER ABOVE ACCOUNTS:		\$1,775.00
A.8140.1	Storm Sewer - Salaries		8.50 \$
A.8140.25	Storm Sewer - Improvements		115.50 \$
A.5410.25	Sidewalks - Improvements		151.00 \$
A.3620.1	Code Enforcement - Salaries		1,500.00 \$
*Transfer funds to cover overage and balance of fiscal year.			- \$ 1,775.00

Suggested Board Resolution: Motion to noted above.

Motion made by Mayor Maggie Ridge and seconded by Trustee Andy Fraser to amend the 23-24 budget for the transfers as listed above from the August 2024 Treasurers Report in an amount of \$1,775.00.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

MMB & Co Audit

Motion made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to authorize the Mayor to sign the agreement with MMB & Co to review the books and records for the fiscal year ending May 31, 2024 in an amount not to exceed \$7,250.00 and further to authorize the Treasurer to make amend the budget to facilitate the services.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Updates: Received \$65,000 CDBG Funds and \$25,000 Multi-Modal Grant funds.

Gutter/Sidewalk project complete -Claims have been filed and approved for September 2024 payment (\$116,392).

2023-2024 Fiscal Year Closed preparing to file the Annual Financial Report with NYS and Report.

First Mortgage Tax payment received in July (\$17,378). First Sales tax payment is due this week and is approximately \$9,000 below last year's payment.

Approve Quote & authorize contract for annual review (2023-2024) Mengal Metzger Barr only response: \$7,250. (Allied Accounting did not respond ; Jennifer Talbot is not available this year.) **If approved, authorize transfer from A.1325.1 Salaries to A.1325.4 Contractual Expense

Department Reports

Building Inspector/Code Enforcement Officer

Building Dept:

- CooperVision meeting to walk site with project managers 7/11
- 22 Browns Grove addition, insulation inspection completed
- 6 Genesse Street addition, insulation inspection completed
- 24 Grove St, roof permit
- 80 Diana Drive new pool permit (Project Completed)
- 39 Main Street new covered side entrance permit (Footer Inspection)
- 100 Main Street, fence permit issued
- Genesee Street Rough Framing on new addition complete, insulation inspection completed.
- 55 Chili Ave demo permit for old shed and deck (Project Started)
- 18 Browns Ave new porch permit issued
- 12 Oatka, roof permit issued
- 22 Caledonia, fence permit issued
- 8 Rochester Street, fire restoration permit issued
- 80 Diana Drive, sunroom permit issued
- 711 North Rd, generator permit issued

PB/ZB- Nothing at this time

HB- Nothing at this time

Code Enforcement:

- Oatka Hotel, what would the board like to do about open property maintenance violations. Next step Appearance ticket? No response from owner; Attorney Baron will work with Doug
- Meeting with resident about code issues.
- Complaint about the appearance of the Gas station on Rochester Street, I will be talking to the owner. Some of the signs shall be removed per code.
- Storage pod located on Briarwood, has been removed.
- Maple Street Violation notice has been sent for long grass and overgrowth causing mice and snake issue. (Owner has been in contact and is making steps to clean up)
- 58 East Grenadier – Property maintenance letter sent out.
- Rochester Street Barking dog complaint (spoke with the owner to make aware of the issue)
- Keeping an eye on parking issues in the circle of Diana Drive. (Boat has Been removed)

Fire Marshal:

- Annual inspections ongoing with no major violations to report.

DPW – Todd Schwasman

Began painting the crosswalks and stop markers throughout the village.

Mowing and maintaining the parks is ongoing.

Bag and brush pickup is still going steady due to recent weather events.

We lost one of our big Willow trees in Johnson Park this past week.

The village hired a new employee as of August 1st. William has background in running various pieces of equipment and comes from a municipal background. I believe he will be a great addition to the village DPW.

For the upcoming month catch basin repair is a priority. We have a few partially collapsed ones that need attention immediately. Then we can start our black top repair through various spots around the village.

Clerk – Anne Hartman

Tax Payments

SummerFest Vendors

EAP

Vacation

Trustee Updates:

Deputy Mayor AJ Peck – Procurement and ARPA

Quotes for security/cameras for Johnson Park.

Walkthrough with Flower City Communications. They are currently working on a quote.

Zoom meetings with Verkada, I have a walkthrough with Lantek this week.

Currently emailing Diana from Securitas Technologies to set up a walkthrough with one of their affiliates.

Trustee Andy Fraser – Grants and Planning Board/Zoning Board of Appeals

August meeting was cancelled

Trustee Wayne LaVair – DPW

In regular contact with DPW; struggling with manpower

Cornhole tournament registration numbers are increasing

Trustee Randy Hess – Historic Commission

Meeting cancelled

Mayor’s Reports - Maggie Ridge

Working on SummerFest, hoping for clear skies

Getting quotes on solar lighting for the parks

Stormwater MS\$

Comprehensive Master Plan will take some time – meetings are every other Wednesday

Old Business

15 Minute Parking on Main St.

15 minute parking cannot be enforced; work on enforcing the 2 hour parking

Maple St/Ave

We will need a public information meeting to make all residents aware

Noise Ordinance

Motion made by Trustee Andy Fraser and seconded by Mayor Maggie Ridge to schedule a public hearing on September 10, 2024 at the Wheatland Municipal Building, 22 Main St, Scottsville, NY 14546 at 7:00 pm to amend the village code Chapter 117 Peace and Good Order regarding noise and Chapter 54 regarding animals.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

LGV/GVTI 2023-24 NO ACTION TAKEN

Motion made by Trustee _____ and seconded by Trustee _____ to approve the payment of the Letchworth Gateway Villages in an amount not to exceed \$1,500.00 from the 2023-2024 Fiscal Year and further authorize the Treasurer to make any necessary budgets modifications should an account be overdrawn.

New Business**Planning And Zoning Board Training Requirements**

Motion made by Mayor Maggie Ridge and seconded by Trustee Andy Fraser to authorize the law firm of Weaver Mancuso Brightman PLLC to conduct trainings for the Planning Board and Zoning Board of Appeals to satisfy the annual requirement.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Short Term Rental

The Village Code does not address short term rentals, Planning Board has been looking at codes from other municipalities

ARPA Funds

Motion made by Mayor Maggie Ridge and seconded by Trustee Andy Fraser to contribute \$15,000 of ARPA Funds to the Town of Wheatland to replace the parking lot at the Wheatland Municipal Building and authorize the Treasurer to make the necessary budget amendments.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

CDL Policy

Motion made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to amend the CDL Training Policy in the Employee Handbook .

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Executive session

Motion made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to enter into executive session at 8:51 pm to discuss two particular employee matters and the proposed lease or acquisition of real property, publicity of which would substantially affect the value thereof.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Motion made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to adjourn executive session and return to regular session at 9:41pm.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Motion made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to approve payout 35 hours of vacation to Anne Hartman as allowed in the Village of Scottsville Employee Handbook and extend the use of her remaining carryover hours to December 31, 2024.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Adjournment

Motion made by Trustee Randy Hess and seconded by Trustee Wayne LaVair to adjourn the Village Board meeting at 9:42 pm.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor AJ Peck	AYE
Trustee Randy Hess	AYE	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Respectfully submitted by:



Anne Hartman
Village Clerk

May 14, 2024

Maggie Ridge, Mayor
Village of Scottsville
22 Main Street, Suite 3
Scottsville, NY 14546-0036

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
MAIN STREET SIDEWALK IMPROVEMENTS – SURVEY AND PRELIMINARY DESIGN**

Dear Maggie:

Thank you for the opportunity to provide the following proposal to assist with the survey and preliminary design related to the proposed replacement of approximately 1,150 linear feet of existing sidewalk on Main Street.

I. Project Overview

The Village of Scottsville (the "Village") is looking to replace the aging sidewalks along the north and south side of Main Street from Church Street, eastward towards Rochester Street, approximately 600 feet. The proposed sidewalks would end at the relatively new sidewalks installed recently at the intersection of NYS Route 383 and Route 251.

The new sidewalks would generally follow the same alignment as the existing sidewalks. The majority of this sidewalk is located in the NYS right-of-way (r.o.w.) however some portions of the existing/proposed sidewalk may be located outside the r.o.w. on private property. Under a future final design phase, once a preliminary design layout is completed, easements may be necessary for sidewalks located outside of the NYSDOT r.o.w.

Since this section of road is under the jurisdiction of NYSDOT, their approvals may be required for the project. Generally, work is located outside of the pavement areas, but there are several locations where isolated curb sections may need to be removed and reset due to the settlement of the existing curb or areas where existing curbing was affected by street tree overgrowth. Under this phase, once a preliminary design layout is completed, identification of NYSDOT review/permitting will be required.

As part of the preliminary design phase, a review of the proposed design will be required by the Village Forestry Board and the residents/businesses located along

the corridor. Subsequently, as part of the preliminary design, we will meet with the public and the Forestry Board to review the proposed design. It is anticipated that the Forestry Board will want to review the existing trees within the corridor and identify any appropriate replacements/species.

Due to budget limitations, the Village has expressed that the project construction may be completed in phases. As part of the preliminary design, an estimate of construction cost would be completed for each side of the road, to allow for the development of a future phasing plan for the design, bidding, and construction of the project.

II. Scope of Services and Compensation

A. Survey and Mapping

1. Order UFPO design ticket.
2. Conduct topographic field survey along the north and south side of Main Street from the curb to building faces, within the limits of the proposed sidewalk replacements.
3. The survey scope will include locating existing visible utility structures, trees, and topographic features along the design corridor.
4. Tie project into NYSCORS Network.
5. Based on tax mapping, establish the NYS Route 383 right-of-way and adjacent property lines. Property and right-of-way lines will be drawn to tax map accuracy.
6. Prepare base mapping in AutoCAD.

B. Preliminary Design

1. Utilize base mapping to prepare preliminary plans view drawings for the new concrete sidewalks. Drawings would also reflect areas of required curb work, limits of the back edge of the sidewalk, and proposed sidewalk elevations at existing business entrance stoops.
2. Complete an estimate of probable opinion of construction cost for each side of Main Street.
3. Identify possible easements that will be required for the project.
4. Submit preliminary design drawings to the Village and meet with the Village and the Forestry Board to review preliminary drawings. Discuss project phasing and proposed easements.
5. With recommendations from the Forestry Board regarding street trees and landscape areas, annotate preliminary design drawings for a later public meeting.

6. Submit finished drawings to the Village and conduct one workshop meeting with the Village, Forestry Board, and residents/businesses located along Main Street.
7. Submit preliminary drawings to NYSDOT to identify NYS review and permitting requirements.

Total Compensation (Survey and Preliminary Design) \$20,400.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis, but would only be performed upon receipt of the Village's authorization.

- A. Instrument boundary surveys of property lines and NYS right-of-way boundary survey/research.
- B. Final design phase services.
- C. Additional meetings beyond those described under the Scope of Services.
- D. Permitting through NYS Department of Transportation.
- E. Easement or fee acquisition maps and descriptions.
- F. Landscaping design and selection of street tree species.
- G. SEQR, NEPA, and environmental permitting.
- H. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and associated Notice-of-Intent (NOI).
- I. Coordination with utilities for relocation or construction purposes.
- J. Geotechnical investigations or pavement cores.
- K. Electrical design or signalization.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.



Mayor Maggie Ridge
Village of Scottsville
RE: MAIN STREET SIDEWALK IMPROVEMENTS
May 14, 2024
Page 4

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

David R. Willard, P.E.
Senior Project Manager

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Scottsville, Village of/O-24-0073/Main Street Sidewalks Survey and Concept.docx>

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>



**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

DRAFT

**LOCAL LAW NUMBER ___ OF 2024 TO AMEND THE VILLAGE CODE OF THE
VILLAGE OF SCOTTSVILLE, CHAPTER 117 – PEACE AND GOOD ORDER
REGARDING NOISE**

**BE IT ENACTED, by the Village Board of Trustees of the Village of Scottsville,
Monroe County, State of New York, as follows:**

Section 1.1 Chapter 117, Section 117-1 of the Village Code of the Village of Scottsville titled “Noise Restrictions” shall be deleted in its entirety and a new Chapter 118 titled “Noise” shall be added as follows:

118-1 Legislative Findings, applicability.

- A. Whereas excessive sound is a serious hazard to the public health, welfare, safety and quality of life; and whereas a substantial body of science and technology exists by which excessive sound may be substantially abated; and whereas the people have a right to and should be ensured an environment free from excessive sound; now therefore it is the policy of the Village of Scottsville to prevent excessive sound that may jeopardize the health, welfare or safety of the citizens or degrade the quality of life.
- B. This chapter shall apply to the control of sound originating from stationary and certain mobile sources within the limits of the Village of Scottsville.

118-2 Definitions; word usage.

As used in this chapter, the following terms shall have the meanings indicated:

A-WEIGHTED SOUND PRESSURE LEVEL

The sound pressure level measured in decibels with a sound level meter set for A-weighting, abbreviated “dBA.”

AGRICULTURAL ACTIVITIES

Enterprises or activities which is carried out or operated principally for financial gain for the production and sale of agricultural, horticultural, forest or other products of the soil or water, including but not limited to, fruits, vegetables, eggs, dairy products, meat and meat products, poultry and poultry products, fish and fish products, grain and grain products, honey, nuts, preserves, maple sap products, apple cider, fruit juice, wine, ornamental or vegetable plants, nursery products, flowers, firewood and Christmas trees.

DRAFT

COMMERCIAL PROPERTY

Any property currently or hereinafter located in, zoned or classified as containing a commercial use in any Residential District, Business District, or Industrial District according to the Code of the Village of Scottsville, Chapter 170, Tables 170-11.1 and 170-13.1, and the Zoning Map of the Village of Scottsville.

CONSTRUCTION

Any or all activity, except tunneling, necessary or incidental to the erection, demolition, assembling, altering, installing or equipping of buildings, public or private highways, roads, premises, parks, utility lines (including such lines in already constructed tunnels) or other property, including land clearing, grading, excavating and filling.

CONSTRUCTION EQUIPMENT

Any equipment designed and intended for use in construction, including but not limited to any air compressor, pile driver, manual tool, bulldozer, pneumatic hammer, steam shovel, derrick, crane or steam or electric host.

DECIBEL (DB)

The unit of sound measurement, on a logarithmic scale, of the ratio of the magnitude of a particular sound pressure to a standard reference pressure which, for the purpose of this chapter, shall be 0.002 microbar, abbreviated "dB."

EMERGENCY

A public calamity or an exposure of any person or property to imminent danger or injury.

EMERGENCY WORK

Any work or action necessary to deliver essential services, including but not limited to repairing water, gas, electricity, telephone and sewer facilities and public transportation, removing fallen trees on public rights-of-way and abating life-threatening conditions.

EXCESSIVE NOISE

Any excessive or unusually loud sound or any sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a person or damages property or business. Standards to be considered in determining whether excessive noise exists in a given situation shall include, but are not limited to, the following:

- A. The volume of the noise as set forth in Section 118-5(A);
- B. The intensity of the noise;
- C. Whether the nature of the noise is usual or unusual;
- D. Whether the origin of the noise is natural or unnatural;
- E. The volume and intensity of the background noise, if any;
- F. The proximity of the noise to residential properties;

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- G. The nature and land use designation for noise control of the area within which the noise emanates;
- H. The time of day or night the noise occurs;
- I. The duration of the noise; and
- J. Whether the noise is produced by a commercial or noncommercial activity.

INDUSTRIAL PROPERTY

Any property currently or hereinafter located in, zoned or classified as containing an industrial use in any Business District or Light Industrial District according to the Code of the Village of Scottsville, Chapter 170, Table 170-13.1, and the Zoning Map of the Village of Scottsville.

LEGAL HOLIDAY

The following are deemed “legal holidays” on the days observed: New Year’s Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day and Christmas Day.

LOT LINE

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

NOISE

Any erratic, intermittent, statistically random oscillation or unwanted sound.

NOISE CONTROL ADMINISTRATOR

The Noise Control Administrator shall be the Village of Scottsville Code Enforcement Officer, his or her agent and/or designee, which shall include the Village of Scottsville Superintendent of Public Works, Building Inspector, Fire Marshal, their assistants, deputies and/or officers.

PERSON

Any individual, firm, partnership, corporation, association, trustee, receiver, assignee or person acting in any other representative capacity.

PLAINLY AUDIBLE

Any noise that can be detected by a person using their unaided hearing faculties. For the purposes of the enforcement of this code, the detection of any component of music, including but not limited to the rhythmic bass by a person using his or her unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for such person to determine the title, specific words or artist of such music. Plainly audible sound does not require measurement with a sound level meter.

PUBLIC RIGHT-OF-WAY

A public or private way used to carry persons or vehicles from one point to another.

RESIDENTIAL PROPERTY

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Any property currently or hereinafter located in, zoned or classified as containing a residential use in any Residential District or Business District according to the Code of the Village of Scottsville, Chapter 170, Tables 170-11.1 and 170-13.1, and the Zoning Map of the Village of Scottsville.

SOUND LEVEL

The sound pressure level measured in decibels with a sound level meter set for A-weighting. Sound level is expressed in dBA.

SOUND LEVEL METER

An instrument for the measurement of sound levels.

SOUND PRESSURE LEVEL

The level of a sound measured in decibel units with a sound level meter which has a uniform response over the band of frequencies measured.

SOUND REPRODUCTION DEVICE

A device intended primarily for the production or reproduction of sound, including but not limited to any radio receiver, television receiver, tape recorder, musical instrument, phonograph, or sound amplifying system.

VEHICLE

Any device in, upon or by which any person or property is or may be transported upon a public street or highway except such as is operated exclusively by human power. This includes, but is not limited to, cars, trucks, boats, recreational vehicles, airplanes, four-wheelers, dirt bikes, or motorcycles.

VILLAGE BOARD

The elected legislative body of the Village of Scottsville.

WEEKDAY

Any day, Monday through Friday, that is not a legal holiday.

ZONING BOARD OF APPEALS

The duly appointed Village of Scottsville Zoning Board of Appeals.

118-3 Enforcement; powers and duties of Noise Control Administrator.

- A. The provisions of this chapter shall be enforced by the Noise Control Administrator.

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118-4 Responsibility of Departments.

- A. All departments and agencies of the Village of Scottsville shall, to the fullest extent consistent with other laws, carry out their programs in such a manner as to further the policy of this chapter and shall cooperate with the Noise Control Administrator in the implementation and enforcement of this chapter.
- B. All departments charged with new projects or changes to existing projects that may result in the production of noise shall consider this chapter prior to the approval of such projects to ensure that such activities comply with the provisions of this chapter.

118-5 Maximum permissible sound pressure level

- A. Excessive noise. Unless otherwise specifically indicated in this local law, no person shall cause, suffer, allow or permit at any location within the Village of Scottsville any noise that exceeds the applicable noise limit at or beyond the real property line of any parcel as set forth below:

	Day Hours 7:00 a.m. – 9:00 p.m.	Night Hours 9:00 p.m. – 7:00 a.m.
Residential property	60 dBa	45 dBa
Commercial property	60 dBa	50 dBa
Industrial property	70 dBa	60 dBa

- B. Maximum noise limit. It shall be prohibited for any person to cause, suffer, allow or permit any sound or noise under any circumstances that exceeds 90 dBA when measured at a distance of 50 feet from the source by a sound level meter.

118-6 Vehicles.

- A. No person shall operate, or cause to be operated, any vehicle in such a manner that the sound level emitted therefrom exceeds 80 dBA either:
 - 1) At a distance of 25 feet or more from the path of the vehicle when operated on a public street or sidewalk or in a public park or other public place; or
 - 2) At or beyond the real property line when operated on private property.

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- B. This section shall not apply to those vehicles being operated upon a public street to which § 386 of the New York State Vehicle and Traffic Law applies.
- C. This section shall apply to all vehicles, whether or not duly licensed or registered.

118-7 Specific Noise Restrictions and Exceptions.

- A. No person shall make, continue, cause, or suffer or permit to be made or continued any excessive noise. It shall be prima facie evidence of a violation of this section if a noise emanating from any source, including but not limited to, voices or other sounds caused or emitted by humans, is in excess of the decibel limitations set forth in Section 118-5(A).
- B. No person shall operate any sound reproduction device in such a manner or with such volume that is:
 - 1) Plainly audible beyond the real property line of the premises upon which it is being used between the hours of 10:00 p.m. and 7:00 a.m.; or
 - 2) Plainly audible at a distance of 50 feet from such sound reproduction device if operated from within a motor vehicle on a public street; or
 - 3) Plainly audible at a distance of 50 feet from such sound reproduction device when operated in a public park or other public place.
- C. No person shall operate or use or cause to be operated or used any sound reproduction device for commercial or business advertising purposes or for the purpose of attracting attention to any performance, show, sale, or display of merchandise in connection with any commercial or business enterprise in front or outside of any building, place or premises or in or through any aperture of such building, place or premises abutting on or adjacent to a public street, park or place where the noise therefrom may be heard upon any public street, park or place or from any stand, platform or other structure or from any airplane or other device used for flying, flying over the Village, or anywhere on the public streets, parks or places.
- D. No person shall operate or use or cause to be operated or used any lawn and garden power tools and/or lawn mowers between the hours of 9:00 p.m. and 8:00 a.m. the following day on any day in such a manner that use of such equipment is plainly audible from the real property line.
- E. No person shall operate or use or cause to be operated or used any emergency signal device except:

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- 1) On an emergency vehicle when such vehicle is in the immediate act of responding to an emergency;
 - 2) From a stationary emergency signaling devices owned and operated by a public utility, or municipal corporation, fire department or ambulance corps when used in connection with an emergency or for testing purposes; or
 - 3) From a burglar alarm of any building or vehicle, provided that such burglar alarm shall terminate its operations within 15 minutes after it has been activated and shall not be operated more than 30 minutes in any continuous sixty-minute period.
- F. No person shall engage in or permit any person to be engaged in construction, repair, alteration, remodeling, demolition or paving of any real property which creates a noise that is plainly audible at the real property line of the construction site between the hours of 6:00 p.m. of one day and 7:00 a.m. the following day from Monday through Saturday, or any time on Sunday.
- G. The provisions of this section shall not apply to the following:
- 1) The emission of sound in the performance of emergency work.
 - 2) Public celebrations or events of municipal corporations.
 - 3) Normal agricultural activities, provided that all powered agricultural and farm equipment is equipped with intake and exhaust mufflers recommended by the manufacturers thereof.
 - 4) Snowblowers, snow throwers and snowplows when used in their usual and customary manner, and provided that the equipment is equipped with intake and exhaust mufflers recommended by the manufacturer thereof.
 - 5) The educational activities of public schools and parochial schools operated by nonprofit corporations under the Education Law of the State of New York as they apply to elementary or high schools; provided, however, that such activities are conducted on the property of such school conducting the activity.
 - 6) The operation or use of any organ, bell, chimes or other similar instrument by any church, synagogue, or mosque when used as part of the religious order of service or when operated between the hours of 9:00 a.m. and 9:00 p.m.
 - 7) The operation or use of any bell, chimes or other similar instrument by the Scottsville Free Library between the hours of 9:00 a.m. and 9:00 p.m.

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- 8) Any natural sound, including but not limited to wind blown across natural objects, insects, wild animals, or wild birds.
- 9) Activities for which a variance has been issued pursuant to § 118-8 of this chapter.
- 10) The discharge of a firearm not otherwise prohibited pursuant to Article 11 of the Environmental Conservation Law of the State of New York.

118-8 Variances.

- A. Any person who owns or operates any stationary noise source may apply to the Zoning Board of Appeals, on forms provided by the Village, for a variance from one or more of the provisions of this chapter, except provision § 118-5(B). Applications for a variance shall provide information, including but not limited to:
 - 1) The nature and location of the facility or process for which such application is made.
 - 2) The reason for which the variance is requested.
 - 3) The nature and intensity of noise, expressed in decibels, that will occur during the period of the variance.
 - 4) A description of interim noise control measures to be taken by the applicant to minimize noise and the impacts occurring therefrom.
 - 5) A specific schedule of the noise control measures which shall be taken to bring the source into compliance.
- B. Failure to supply the information required or requested by the Zoning Board of Appeals shall be cause for rejection of the application.
- C. The fee for such application for variance shall be such fee as established by resolution of the Village Board.
- D. The maximum duration of a variance shall be 15 days. Any person holding or having held a variance may request an extension or may request a new variance. However, no person shall be entitled to variances totaling more than 30 days during any calendar year.
- E. The variance will be deemed to be revoked if any of the terms or conditions of the variance are violated.

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118-9 Appeals.

- A. The Zoning Board of Appeals is hereby designated as the hearing board for appeals in connection with this chapter. The Zoning Board of Appeals shall be responsible for hearing and rendering decisions regarding appeals to this chapter.

- B. When a person seeks relief from a decision of the Noise Control Administrator enforcing provisions of this chapter, that person may request reconsideration of the Noise Control Administrator's decision by appealing to the Zoning Board of Appeals in writing within 30 days of the Noise Control Administrator's decision. The appeal shall state the reasons why relief is sought and what decision the person feels should be forthcoming. A copy of the appeal shall be transmitted to the Noise Control Administrator. A public hearing shall be held in accordance with the provisions of Village Code Section 170-52. The Zoning Board of Appeals may, after such hearing, by a majority vote, affirm, annul or modify the action of the Noise Control Administrator.

118-10 Inspection and Enforcement.

- A. Entry onto property or into occupied buildings or structures for the purposes of an inspection shall be permitted only when the Noise Control Administrator has either obtained the informed consent of the property owner or person with a privacy right to the property or obtained an appropriate search warrant or acts in belief that there exist exigent circumstances whereby immediate entry into the building or structure is required to ensure the protection of life, safety or property. Such inspection may include administration of any necessary sound measurement tests.

- B. Whenever the Noise Control Administrator determines that a person, building, or premises is in violation of any provision of this chapter, the Noise Control Administrator shall serve notice, by regular mail to the last known address of the person or entity upon which the same is served, as shown by the most recent tax record, of such violation or alleged violation to the owner, occupant, agent, or operator responsible for such violation. Such notice shall be in writing and shall specify the alleged violation and shall provide a reasonable time of not less than two days for compliance. Such notice may contain an outline of remedial action that will be taken to effect compliance in the event that the said notice is not complied with within the specified time period. The Noise Control Administrator may extend the compliance time specified in any notice issued under the provisions of this chapter where there is evidence of intent to comply within the period specified, provided that reasonable conditions exist which prevent immediate compliance.

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118-11 Enforcement; penalties for offenses.

- A. The violation of any such provision of this Chapter shall constitute disorderly conduct and shall be punished by a fine not exceeding \$250 and, in the event of failure to pay the same, by imprisonment not exceeding 15 days, or both such fine and imprisonment. Each day (twenty-four-hour period) of any violation of any provision of this Code or of any such ordinance or resolution shall constitute a separate offense, other than any time period provided by the Noise Control Administrator to remedy the offense.
- B. In addition to the penalty hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this Chapter shall be deemed a public nuisance and may be abated by the Village as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.

Section 1.2 This local law is adopted pursuant to NYS Municipal Home Rule Law.

Section 1.3 All other local laws and ordinances of the Village of Scottsville that are inconsistent with the provisions of this local law are hereby repealed provided, however, that such repeal shall only be to the extent of such inconsistency. In all other respects, this local law shall be in addition to such other local laws or ordinances regulating and governing the subject matter covered herein.

Section 1.4 If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 1.5 This local law will take effect upon filing in the office of the New York State Secretary of State.



**QUOTE FOR
EAP (Employee Assistance Program) SERVICES**

SERVICES AND COMPENSATION

- For its part, *Village of Scottsville* shall pay EAP Workforce Solutions, LLC **\$5.60** per employee per *month* (August 2024 – July 2025) based on *Village of Scottsville* having **10 employees** enrolled in the EAP program. The rate includes individual counseling sessions **up to 3 hours** for employees and members of their household. The monthly per capita rate will be evaluated each fiscal year upon renewal.
- All substance abuse assessments/evaluations must be paid for prior to the appointment if employee is responsible for payment. Should *Village of Scottsville* agree to pay, EAP Workforce Solutions, LLC will invoice the company for that amount.

Addendum A:

- | | |
|---|---|
| ■ After hours service | included |
| ■ Bi-annual utilization report | included |
| ■ Rack Cards / Posters as needed | included |
| ■ Non-DOT Substance Abuse Assessment | included |
| ■ DOT Substance Abuse Professional (SAP) Evaluation | \$725 flat rate |
| ■ Critical Incident / Crisis Intervention (within 24-48 hrs.) | \$375 per hour
per counselor plus travel |
| ■ Workforce Trainings | \$200 per hour plus travel |
-
- | | |
|--|---|
| → <i>Violence In the Workplace</i> | → <i>Conflict Resolution</i> |
| → <i>Workplace/Sexual Harassment</i> | → <i>Cultural Diversity</i> |
| → <i>Anger Management</i> | → <i>Sensitivity Training</i> |
| → <i>Identifying Ways to Help Colleagues in Need</i> | → <i>Dealing with Difficult People & Situations</i> |
| → <i>Reasonable Suspicion Training for Supervisors</i> | → <i>Dealing with Job Stress and Burnout</i> |
| → <i>Time Management</i> | → <i>Developing Active Listening Skills</i> |
| → <i>Stress Management</i> | → <i>Effective Communication</i> |

Pursuant to Federal Government Section VI of The Health Information Portability and Accountability Act (HIPAA), EAP Workforce Solutions, LLC is unable to disclose any protected health information (PHI) without written consent from that patient.

3896 DEWEY AVENUE #125
ROCHESTER, NY 14616-2579
EAPWORKFORCESOLUTIONS.COM

LOCAL: 585.663.0025
TOLL FREE: 1.855.882.0025
EFAX: 1.951.266.3360

January 2023

Memorandum of Understanding

Letchworth Gateway Villages Municipal Collaboration & Genesee Valley Geotourism Initiative

Members of the Letchworth Gateway Villages Municipal Collaboration & Genesee Valley Geotourism Initiative (hereafter referred to as "LGV") understand and support the purpose, goals, principles, scope, roles and responsibilities described in this document (Agreement).

PURPOSE

LGV's purpose is to foster long-term economic and environmental vitality through cross-municipal, cross-county collaboration via efforts like sustainable tourism development; and capacity building to support the advancement of the outdoor recreation economy across the Genesee Valley and destination area.

In the U.S. and around the world, sustainable tourism has been an important vehicle for creating livelihoods and transforming economies in resource-poor settings. Since the U.S. employment recovery began in 2010, **the travel industry has created 972,000 new jobs at an 18 percent faster rate than the rest of the U.S.¹ economy.** Additionally the outdoor recreation economy is booming. According to 2016 economic data, **outdoor recreation generates \$887 billion in consumer spending, \$65.3 billion in federal tax revenue, \$59.2 in state and local tax revenue and 7.6 million direct national jobs.²**

Every year, **nearly 1 million visitors** pass through the small, rural communities of the Genesee Valley **to visit one of New York's top destinations—Letchworth State Park.³** As neighbors and gateways to Letchworth, Genesee Valley communities have a special opportunity to promote their proximity to the park and the Genesee Valley's agricultural and nature assets as the market for food tourism, outdoor recreation and off-the-beaten track experiences continues to grow.

The initiative focuses on building the tourism and outdoor recreation assets of rural communities in **Monroe, Livingston, Wyoming, Genesee and Allegany Counties anchored by Letchworth State Park and linked together by the Genesee River or Genesee Valley Greenway State Park.**

The Genesee Valley Trail Town initiative was established by LGV and its partners to advance the goal of realizing the destination area's full economic potential by broadening the group of participating municipalities and public and private stakeholder agencies, organizations, sponsors and supporters.

This agreement represents the first evolutionary step toward growing and sustaining a broader destination ecosystem driven by a dedicated group of collaborators to support this purpose.

¹ U.S. Travel Association, 2017 Report. The Power of Travel Promotion: Spurring Growth, Creating Jobs.

² Outdoor Industry Association. Outdoor Recreation Economy Report, 2016.
<https://outdoorindustry.org/resource/2017-outdoor-recreation-economy-report/>

³ NY State Park Recreation and Historic Preservation

GOALS

- (1) Foster a shared regional identity that encourages collaboration, inspires pride in our unique character and strengthens shared assets across municipal and county boundaries.
- (2) Promote regional and local understanding of Geotourism and the concept of destination stewardship in order to improve local quality of life, economic vitality, and collaborative efforts that conserve the value of our natural, cultural, recreational and historical assets.
- (3) Engage local entrepreneurs, small businesses, civic groups, government, and others in providing a distinctive, authentic visitor experience.
- (4) Increase visibility for the region's unique attractions and businesses through a robust online and digital media presence.
- (5) Promote regional economic stability and growth by cultivating new economic opportunities
- (6) Create an authentic and meaningful branded visitor destination, and measure our increasing success not only by numbers of visitors, but also by the quality of their experience, length of their stay, how they spend their money, whether they return, and whether they encourage others to visit.
- (7) Encourage best practices that enhance sustainability, collaboration and authentic visitor experiences.

DEFINITION & PRINCIPLES

LGV subscribes to the definition of geotourism formulated by the National Geographic Society, and to the principles of geotourism that follow:

Geotourism Definition:

Tourism that sustains or enhances the geographical character of a place—its environment, heritage, aesthetics, culture and well-being of its residents.

Geotourism Principles:

WHEREAS a sustainable destination means, first and foremost, a sustainable economy, one with a strong foundation of diverse, place-based businesses, academic and educational resources, and a resilient workforce equipped with entrepreneurial and technological skills to continually service, grow and adapt the local economy.

WHEREAS a sustainable destination also means a place where we value and preserve our natural, cultural and heritage assets. These assets are our DNA, they are the link between our past, present and future. They are what inspires our economy and future innovation and they are what defines our way of life. *They must necessarily be supported by, and are dependent upon healthy, vibrant economies in the Villages and Towns which provide tourist amenities and offer their own store of experiences, attractions, and events.*

WHEREAS creating a sustainable destination will rely on building the relationships and capacity for collaboration that will sustain action, promote regional planning, inspire new market opportunities that attract new talent and resources.

WHEREAS Geotourism is a vehicle, a set of organizing principles and a methodology for building a sustainable destination that benefits the local community and enhances residents' quality of life.

WHEREAS the geotourism approach helps build a sense of regional identity and pride, stressing what is authentic and unique to the Genesee Valley area,

THE UNDERSIGNED parties to this Agreement commit to support these geotourism principles, to sustain and enhance the geographical character of the Genesee Valley area—its environment, culture, aesthetics, heritage, and the well-being of its residents:

Principle 1: Foster Integrity of Place. Sustain and enhance geographical character.

Principle 2: Respect International Codes. Follow the World Tourism Organization's Global Code of Ethics for Tourism

(<http://ethics.unwto.org/en/content/global-code-ethics-tourism>) and the Principles of the Cultural Tourism Charter established by the International Council of Monuments and Sites (ICOMOS) (http://www.icomos.org/charters/tourism_e.pdf).

Principle 3. Market Selectively. Plan not for "tourism," but for *which* tourists. Seek tourist segments with the best cost/benefit ratio. Measure success by benefit, not headcount.

Principle 4. Foster Product Diversity. Encourage a wide range of cuisine, lodging, retail facilities, products, services, cultural experiences and recreational opportunities to appeal to the entire spectrum of the geotourism market.

Principle 5: Ensure Tourist Enthusiasm. Identify quality experiences that tourists want to share with others, thus providing increased demand for the destination.

Principle 6: Recognize Influence, Opportunity, and Responsibility. Consider the impact that our destination can have on visitors by communicating our principles and practices of geotourism, and act accordingly.

Principle 7: Involve Community. Base tourism on community resources, encouraging local businesses and civic groups to promote and provide distinctive, honest visitor experiences.

Principle 8: Provide Community Benefit. Promote economic and social benefits from tourism that help local residents, resources, and businesses.

Principle 9: Protect and Enhance Destination Appeal. Encourage businesses, government agencies, and others to balance usage with protection of resources.

Principle 10: Use Land Wisely. Apply proactive techniques to prevent over-development and degradation in sensitive ecological, scenic, historic, or cultural areas.

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Principle 11: Conserve Resources. Encourage and promote environmentally friendly business practices.

Principle 12: Plan. Recognize and respect immediate economic needs without sacrificing long-term character and the geotourism potential of the destination.

Principle 13. Encourage Interactive Interpretation. Engage both visitors and hosts in the learning process.

Principle 14: Evaluate Efforts. Measure development and marketing practices, along with the stewardship and conservation efforts to understand the full value of sustainable destinations.

ORGANIZATIONAL STRUCTURE

LGV is comprised of collaborating municipalities, and organizations and sponsors as described by this MoU Agreement. LGV acts as an advocate for collaborators, overseeing and guiding development, advocating and recruiting new members and supporting fundraising efforts. When necessary, LGV may serve as the lead applicant for cooperative funding opportunities for the collaborators.

LGV legally operates as a 501c3 through a fiscal sponsorship arrangement with Social and Environmental Entrepreneurs (SEE), a professional fiscal sponsorship organization that supports projects like LGV in the U.S. and around the world. They charge a fee on money managed this way. For municipal dues collection, a member municipality can be elected to hold and disburse funds through a Trust and Agency Account. Currently, the Village of Perry provides that service at no cost to LGV.

MEMBER TYPES AND CRITERIA

There are four types of members under this Agreement, each with different characteristics, roles and responsibilities:

- 1) **Executive Committee.** The Executive Committee is composed of one representative from each founding municipality in good standing (the Villages of Perry, Mount Morris and Geneseo) and the Perry Main Street Association. Members must be willing to meet on a monthly basis, act as a fiscal sponsor and serve as the Chair and Vice-Chair on a rotating, annual basis. The Executive may also designate other officers such as Treasurer or Secretary.
- 2) **Advisory Group.** The Advisory Group is composed of the Executive Committee, plus up to four (4) additional persons (e.g. key strategic partners and investors with significant involvement in one or more of LGV's priority efforts such as destination branding and marketing, regional planning, or entrepreneurship/workforce development). The Advisory Group will meet monthly. A quorum will consist of a majority. Decisions requiring input from the broader membership will be circulated to Implementing Partners and Sponsors.
- 3) **Implementing Partners.** Implementing Partners consist of signatory municipalities within the Genesee Valley destination area as defined below, community organizations, government agencies, educational institutions and individuals that add value to the collaboration by bringing niche expertise, acting as liaisons between local stakeholders and the target visitor

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market, or serving on target initiatives/ad hoc work groups. Implementing Partners are encouraged to attend periodic open meetings of the advisory committee and appoint liaisons who will work with LGV on content and other initiatives.

Key requirements:

- a) Implementing Partners should be located in rural areas (population of less than 50,000) of Monroe, Livingston, Wyoming, Genesee or Allegany County within a 20 mile radius of Letchworth State Park or part of the Genesee River Watershed area.
 - b) Intent to join or renew for three years (understanding this needs to be affirmed annually by each governing board)
 - c) Serve as or nominate a community liaison organization with which the LGV Advisory Group can liaise for program implementation. Examples include Main Street Associations, Friends Groups, local Chambers of Commerce, Historical Societies, Rotary, Kiwanis or other business/community oriented volunteer groups.
 - d) Liaison organizations must have an active and engaged member base, be recognized as a legitimate voice / advocate for business and community interests in the community, practice inclusive membership and not be driven by political or religious affiliations.
 - e) LGV may allow other organizations or individuals to join as Implementing Partners. A candidate must be nominated by a member municipality, be willing to perform the duties associated with their role, and support the goals and spirit of the collaboration. The Advisory Group will consider and act on new membership requests.
- 4) **Sponsors.** LGV may accept donations from Sponsors who wish to sign on to the Agreement at the discretion of the Executive Committee.

GOVERNANCE & PROCEDURES

The Executive Committee seeks to make decisions that are supported by all members. Matters requiring a binding vote are voted on by the Executive Committee, as the power of a binding vote is held by the members of the Executive Committee.

Members of the Advisory Group, Implementing Partners and Sponsors have the power to vote to Endorse or Recommend Against matters requiring a binding vote by the Executive Committee.

If the majority of any of the three non-Executive Committee member groups Recommend Against an Executive Committee decision then it is the responsibility of the Executive Committee to provide an explanation for the position taken, or if appropriate consider refining or changing the position that was not fully supported.

FULL MEMBERSHIP MEETINGS

Meetings of the full Membership (types 1, 2, 3, and 4) will take place at least once a year with more frequent communication as needed via email or other means.

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ACTIVITIES

Executive Committee activities may include but not be limited to the following:

- Developing, implementing, and maintaining a strategic business plan.
- Tracking and evaluating the performance of the geotourism initiative and projects undertaken.
- Developing and sustaining strategic private and public partnerships.
- Maintaining relationships with local elected officials and relevant governing bodies.
- Securing sustainable funding and partnerships for existing efforts and expansion.
- Undertaking projects which support the Purpose described in this Agreement.

Advisory Group activities and responsibilities may include but not be limited to the following:

- Managing contractors and/or overseeing staff to achieve goals and support activities including the Map Guide website maintenance and promotion.
- Assisting contractors and/or staff with vetting new nominations made to the Map Guide website.
- Serving as the primary point of contact for contractors and/or staff seeking to vet new nominations made to the Map Guide website or make content changes requiring input.
- Approving or denying new membership requests.
- Making time-sensitive decisions necessary to operations.
- Other responsibilities as agreed by the group.

METRICS

Metrics will be established to evaluate activities and progress towards the goals set forth in this Agreement.

AMENDMENTS

This Agreement can be amended only by a majority of the Advisory Group with notification to all members.

WITHDRAWAL

A member municipality may withdraw from the Agreement with 90 days notice through a letter to the Executive Committee stating such intent. Withdrawal will result in the discontinuation of all involvement for that municipality and that of any organization whose activity exists within the withdrawing municipality (e.g. postings from its businesses, civic organizations, attractions, and events would be removed from the Geotourism Map site). No return of funds contributed shall be provided in the event that a withdrawal occurs before the expiry of a membership period.

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DISSOLUTION

The Executive Committee shall determine the disbursement of any remaining funds and the allocation of responsibility for outstanding obligations in the event of dissolution.

TERM AND TERMINATION

This Memorandum of Understanding Agreement (Agreement) shall be deemed in effect for three years from the date signed, unless terminated or extended subject to all parties' agreement in writing.

This Memorandum of Understanding of the Letchworth Gateway Villages Municipal Collaboration is signed by:

(Signature - Name - Organization - Date)

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