

Village of Scottsville
Board of Trustees Meeting
Tuesday, November 12, 2024 6:30 pm
Wheatland Municipal Building

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 November 12, 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, October 8, 2024

Motion made by Trustee _____ and seconded by Trustee _____ to approve the minutes of the *Tuesday, October 8, 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 November 12, 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 November 2024 Treasurers Report.

Vote: *Carried (-)*

Mayor Maggie Ridge
Trustee Randy Hess
Trustee Wayne LaVair

Deputy Mayor AJ Peck
Trustee Andy Fraser

6. **Public Hearing**

Mayor Ridge reopens the noise ordinance public hearing at pm.

Board Comment and Public Hearing closed at pm.

7. **Public Before the Board**

8. **Department Reports**

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

Building Dept:

Permits Issued:

- 78 Main Street- Barn demo issued (work completed)
- 78 Main Street – Barn/Garage (work underway)
- 102 Heather Lane – Shed
- 389 Scottsville Mumford Rd- Cell tower work/repair
- 5 Main Street – Window alteration
- 711 North Rd – Plan review complete permit issued for east side expansion
- 25 Wheldon Street – Standby whole home generator
- 115 West Cavalier – Deck
- 21 Main Street – Sewer repair
- 230 Briarwood – Fence (pending on easement)
- 230 Briarwood- Shed (no easement concerns)

Permits Closed:

- 80 Diana Drive – Sunroom
- 711 North Rd- Fence
- 33 Chili Ave- Shed
- 111 Heather Lane – Fence
- 8 Maple Street – front porch deck
- 22 Caledonia – Fence
- 22 Caledonia – Sign
- 39 Main – Front entrance

Upcoming Permits:

- Working with owner of 39 Main for a permit to reconfigure existing space

PB/ZB:

- Nothing currently

HB:

- Nothing currently

Code Enforcement:

- Oatka Hotel-Pictures and notes sent over to lawyer
- 58 East Grenadier – Property maintenance letter sent out. No action by resident at this time – Heard homeowner has been sick
- Reminder tags have been placed on a few vehicles about 2 hr. parking on Main. If they keep occurring tickets will be issued.
- Parking on the sidewalk on Diana Drive will be monitored in the evening hours. Complaints were from 5pm –7am. Will be following up

Fire Marshal:

- Annual inspections are ongoing with no major violations to report.
- No FD call out for October

- b) **DPW – Kenny Bohn**
 Stop sign at Browns Ave and Maple
 Salter
 Sewer flusher

Last Month:

Upcoming Month:

- c) **Clerk – Anne Hartman**
 Delinquent taxes surrendered \$11,401.88

Instream Agreement

Motion made by Trustee _____ and seconded by Trustee _____ to authorize the mayor to sign the Instream Software Support Agreement term ending December 7, 2025 in an amount of \$2,375.75

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**

11. **Old Business**

LGV/GVTT

Truck Policy

12. **New Business**

Resolution in Support of Continued and Increased State Aid for Local Governments

Whereas, until 2024, cities, villages and towns had not received an increase in unrestricted state aid (AIM funding) in 15 years, significantly impacting their ability to provide essential services to their residents; and

Whereas, after a prolonged period without financial support, local governments finally received an increase of \$50 million in unrestricted state aid; and

Whereas, local officials express their gratitude for the \$50 million increase in unrestricted state aid, recognizing it as a positive step towards addressing long-standing funding challenges; and

Whereas, the State has referred to this new aid as Temporary Municipal Assistance, suggesting that such increase may not continue, jeopardizing the sustainability of crucial municipal programs and services; and

Whereas, the property tax cap further limits the ability of local governments to properly fund the programs and services their residents need; and

Whereas, increased and ongoing state aid for local governments is vital for maintaining infrastructure, public safety, housing and other municipal services; and

Whereas, the challenges of inflation, the increasing costs of labor and supplies, and the end of extraordinary federal aid only accentuate the need for consistent and predictable funding to effectively plan for the future and meet the growing needs of their residents;

Now, therefore, be it resolved, that [Your Municipality] calls upon the Governor and the State Legislature to commit to continuing the additional \$50 million in unrestricted state aid in the 2025-26 State Budget and beyond, and

Be it further resolved, that [Your Municipality] urges state officials to recognize the need for a long-term plan that ensures consistent and predictable increases in financial support for local governments that keep pace with inflation.

A copy of this resolution shall be sent to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator Pam Helming, Assemblymember Stephen Hawley and the New York State Conference of Mayors (NYCOM).

13. **Executive session**

Motion made by Trustee _____ and seconded by Trustee _____ to enter into executive session at _____ pm to discuss a particular employee matter.

Vote: Carried (-)

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

Motion made by Trustee _____ and seconded by Trustee _____ to adjourn executive session and return to regular session at _____ pm.

Vote: Carried (-)

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

14. **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, October 8, 2024 6:30 pm
Wheatland Municipal Building
Meeting Minutes

Call to Order Mayor Maggie Ridge called the October 8, 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
AJ Peck, Deputy Mayor
Andy Fraser, Trustee
Wayne LaVair, Trustee

Absent: Randall Hess, Trustee

Also Present: Lauren Baron, Attorney
Paula Parker, Treasurer
Anne Hartman, Clerk
Approx 5 residents

Approval of Minutes

Village Board Meeting Minutes

Tuesday, September 10, 2024

Motion made by Trustee Andy Fraser and seconded by Deputy Mayor AJ Peck to approve the minutes of the *Tuesday, September 10, 2024* Village Board Meeting as submitted.

Vote: *Carried (4-0)*

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

Public Before the Board

Greg Berl, 37 Browns Ave: concerns about the hotel/motel at 35 Browns Ave
Zoning table 170:13.1 hotels not permitted in residential areas
People partying late, campfires
Does not have the required parking spaces for a hotel
We never know who is staying there
Dogs

Mayor Ridge responded if there are violations, call 911 just as you would do in any other case
Mr. Berl: has talked to the owner sometimes that has helped

Kevin Marks, Letchworth Gateway Villages: The Mayor and I are writing a letter to Rick Houser, Mayor of Perry, who administers the group. Tasks that are not being completed were part of the plan. We have received 2 grants in part because of our partnership. The goal is economic development for the community, we should keep the door open for future engagement.

Comprehensive Master Plan: Committees gather every other week to develop the Village section to fit in the Town's CMP. Target date for completion is spring 2025. Survey will be distributed soon. Then a charette will be held for community involvement.

Noise Ordinance Public Hearing

The public hearing was kept open and being continued.

Stephanie Dailey, 66 Rochester St: Compared the Villages of Caledonia and Avon, they both have their own police to enforce, It creates dog issues, the others have a 15 minute limit on barking dogs the proposed ordinance is 5 minutes, too short. Duration needs to be added and the decibel level is too low. And why the change in time restrictions to an hour earlier at night and an hour later in the morning?

Trustee Fraser responded that the intent of the new code is to allow enforcement not to weaponize by neighbor to neighbor.

Motion made by Mayor Maggie Ridge and seconded by Deputy Mayor AJ Peck to hold open the public hearing until the November 12, 2024 Village Board of Trustees meeting.

Vote: Carried (4-0)

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

Treasurer – Paula Parker

Pay Bills:

Motion made by Mayor Maggie Ridge and seconded by Deputy Mayor AJ Peck to approve payables as listed on the AP Check Register Report through October 8, 2024 and prepaid bills with General Payables totaling \$71,084.40.

Vote: Carried (4-0)

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

Note from Treasurer: Payables higher than normal, including garbage truck payment.

Treasurers Report:

ARPA Spending

Motion made by Mayor Maggie Ridge and seconded by Trustee Andy Fraser to appropriate \$147,299.00 of ARPA money in the parks, including and not limited to security cameras, pavilion improvements and playground upgrades and to 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	ABSENT	Trustee Andy Fraser	AYE
Trustee Wayne LaVair	AYE		

Updates:

- Anticipated review with Mengal Metzger Barr, LLC in October
- First KVS budget Module training on Thursday, September 12th at 10:00 am
- Slip in CD interest rates
- Received AIM

Department Reports

DPW – Todd Schwasman

Sidewalk in front of library

Building Inspector/Code Enforcement Officer

Building Dept:

- CooperVision site work starting
- 22 Caledonia Ave
 - Roof Repair permit issued
 - Sign Permit issued
 - Solar Roof Panels permit issued
 - Fence Permit issued
- 6 Genesse Street addition, ongoing inspections
- 67 West Cavalier Fence Permit Issued
- 78 Main Street
 - Barn demolition permit issued
 - Garage/Barn permit issued
- 80 Diana Drive, Pool Permit closed out
- 80 Diana Sunroom Rough framing completed
- 31 East Grenadier, generator permit final inspection completed
- 100 Main Street fence permit final inspection completed
- 8 Maple Street deck final inspection completed
- 39 Main Street new covered side entrance final inspection complete
- 44 Browns Ave, porch rough framing completed
- 8 Maple, deck final complete

PB/ZB- Nothing at this time

HB- Nothing at this time

Code Enforcement:

- Oatka Hotel- information about violations sent to lawyer to start the appearance ticket process. Sending pictures with notes
- 58 East Grenadier – property maintenance letter sent out. No action by resident at this time – Heard homeowner has been sick
- Reminder tags have been placed on a few vehicles about 2 hr. parking on Main. If they keep occurring tickets will be issued.

Working with the owner at 69 Rochester (Gas Station) about removing/moving some of the free-standing signs on the property within Village Code.

Fire Marshal:

- Annual inspections ongoing with no major violations to report.
- Parade Permit issued – Union Pres Church Parade and Trunk or Treat 10/18/24 6pm

Clerk – Anne Hartman

Tree Planting - Herman Yahn

Thanksgiving Schedule

Wednesday, November 27, 2024
November 28-29, 2024

Close at Noon (PTO)
Holidays

Motion made by Deputy Mayor AJ Peck and seconded by Mayor Maggie Ridge to approve the above holiday schedule.

Vote: Carried (4-0)

Mayor Maggie Ridge AYE

Deputy Mayor AJ Peck AYE

Trustee Randy Hess ABSENT Trustee Andy Fraser AYE
Trustee Wayne LaVair AYE

Trustee Updates:

Deputy Mayor AJ Peck – Procurement and ARPA

Received 3 quotes on cameras for Johnson Park, only 1 was on state bid
Will have a meeting with the Mayor, DPW, Clerk to create the scope needed for bids

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

Meeting this Thursday, we will work on the noise ordinance

Trustee Wayne LaVair – DPW

Leaf season, last repairs to plow truck

Trustee Randy Hess – Historic Commission

No report

Mayor's Reports - Maggie Ridge

Comprehensive Plan Update The Town will adopt theirs soon, our part will be done in the spring,
community survey ready to go soon
Chamber event
MS4 biannual reporting completed
Johnson Park meeting to discuss ARPA spending
Flowers on Main St. planned and will be ordered for the spring

Old Business

LGV/GVTTI 2023-24

Motion made by Trustee Andy Fraser and seconded by Mayor Maggie Ridge 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 (3-1)*

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

Main St. Parking

Spoke to NSYDOT – we can change the wording on the no parking signs

Maple St/Ave

Monroe County Real Property believes changing from avenue to street may cause problems with sales of homes.

MRB Main St Proposal – TABLED – NO ACTION TAKEN

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	Deputy Mayor AJ Peck
Trustee Randy Hess	Trustee Andy Fraser
Trustee Wayne LaVair	

Church Lease
Still in the works

New Business

Forestry Board Meeting Date Change

Motion made by Mayor Maggie Ridge and seconded by Trustee Wayne LaVair to designate the second Tuesday of the month as Forestry Board meetings to start at 6:00 pm.

Vote: Carried (4-0)

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

Vehicle Use Policy

In progress

Executive session

Motion made by Mayor Maggie Ridge and seconded by Deputy Mayor AJ Peck to enter into executive session at 7:51 pm to discuss a particular employee matter.

Vote: Carried (4-0)

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

Motion made by Deputy Mayor AJ Peck and seconded by Mayor Maggie Ridge to adjourn executive session and return to regular session at 8:30 pm.

Vote: Carried (4-0)

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

Motion made by Trustee Andy Fraser and seconded by Deputy Mayor AJ Peck to authorize Mancuso Brightman Law, PLLC to conduct an investigation into the employment issues of a particular employee.

Vote: Carried (4-0)

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

Adjournment

Motion made by Deputy Mayor AJ Peck and seconded by Mayor Maggie Ridge to adjourn the Village Board meeting at 8:30 pm.

Vote: Carried (4-0)

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

Respectfully submitted by:



Anne Hartman
Village Clerk

APPLICATIONXTENDER Software Support Agreement

12/08/2024 – 12/07/2025

SCOTTSV01

The following document describes a Maintenance and Support Agreement between:

**InStream LLC
1201 Indian Church Road
Buffalo, New York 14224-1383**

Hereafter referred to as "InStream" and:

**Village of Scottsville
22 Main St
Scottsville, NY 14546**

Hereafter referred to as the "Customer".

(A.) SCOPE OF COVERAGE

1. Support consists of the following:

a) Telephone, VPN (Internet) and on-site* Support calls.

*Please refer to the procedure section of paragraph F.

2. The Annual Maintenance charge specified is based upon the System (defined as all software sold to the Customer by InStream as described in the statement of work) being used during normal business hours (8:00 AM – 5:00 PM) with VPN access. If VPN access is not provided, InStream reserves the right to adjust the Support charge accordingly, and/or bill the Customer at the InStream's current hourly rate.

3. Subject to the last sentence of this paragraph A (3.), all Support services provided by InStream that are not covered by this Agreement will be billed to the Customer at InStream's current hourly rate. The current rates are \$225.00 per hour for the first hour. Additional hours are billed in 15-minute increments. There is a one-hour minimum for all on-site visits. A block of 8 hours may be purchased for \$1,600.00 payable in advance and expires after one year from purchase. Rates are in effect Monday through Friday 8:00 AM to 5:00 PM. Off-hour rates are \$500.00 call charge and \$250.00 per hour with a one hour minimum. Off-hour rates are in effect Monday through Friday 5:00 PM to 8:00 AM, all day Saturday and Sunday. For holiday times and rates, see paragraph (F.) 2.

4. The Customer understands and agrees that proper operation of the System included in this Agreement is dependent on the Customer having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to normal system maintenance guidelines.

5. Customer agrees to perform both regular computer and System backups.
6. Support does not include customization, application design/setup, training, or programming. If furnished, the foregoing items will be invoiced at InStream's then current rates as described in paragraph A(3) for such services.
7. Software Support does not include modifications to the System, preparations or packing for the purpose of moving the System or Support requested or performed outside InStream's regular business hours. If furnished, the foregoing items will be invoiced at InStream's then current rates as described in paragraph A(3) for such services.
8. Existing or Customer supplied Software/Hardware (computers required to run the system as described in the statement of work) must be in good working condition on the commencement date of this Agreement and throughout the Agreement period. InStream Service or Support required to place the Hardware in such condition will be invoiced to Customer at the rates specified in paragraph three.
9. Software Support Agreement commences with installation or serialization of the product.

(B.) SITE MAINTENANCE, POWER REQUIREMENTS, ENVIRONMENT

1. By acceptance of this Agreement, the Customer acknowledges that they understand that if support is needed because the Customer moves, disconnects or alters the configuration/components of the System, it will be billable.
2. If an Uninterruptable Power Supply ("UPS") is used with this System, the Customer is responsible for monitoring the status indicators on the UPS and notifying InStream if service is required.
3. Customer will maintain a reasonably clean, stable-operating environment for the System, free of excessive humidity, dust, dirt and any other environmental concerns that could have an adverse effect on the System components and performance.
4. Customer agrees to provide and maintain at the Customer's expense VPN access. This access is essential to provide support services; if it is not provided InStream reserves the right to charge at the rate described in paragraph A(3) as well as for any additional expenses incurred.

(C.) CUSTOMER NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Customer shall document whenever possible any error messages or codes generated by the Hardware or Software of the System.

2. Once the Customer has determined that System support is necessary from InStream, Customer will call InStream and request System support. The Customer will need to provide the Contract Number, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Customer.
3. In response to a request for System support from the Customer, InStream may, at its sole discretion, elect to initially respond with telephone and/or VPN support to effect repairs to the System.
4. In response to a request for System support from the Customer, InStream may, at its sole discretion, repair a defective item or elect to replace an item with a similar component having like features and capabilities. In the event of component replacement, all defective items become the property of InStream.

(D.) SPECIFIC EXCLUSIONS

The following items are specifically excluded from this Agreement, and the responsibility for performing these functions rests solely with the Customer:

1. **HARD DISK MAINTENANCE:** Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.
2. **DATABASE INTEGRITY:** Routine database or index file rebuilds; database restoration from backup source.
3. **BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups.
4. This Agreement does not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds.
5. This Agreement does not cover service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-InStream personnel; malfunctions of parts, attachments or programs not supplied and installed by InStream; aging, obsolete or incompatible Hardware or Software not supplied and installed by InStream; the use of inferior or incompatible parts or supplies as determined by InStream; unauthorized modification; or other conditions beyond InStream's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.
6. This Agreement does not include the services of a technical support representative outside of InStream's normal business hours. Those services will be billed to Customer at InStream's off hour rates described in paragraph A(3).

7. This Agreement does not include the services of a technical support representative for re-installation of the software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to the Customer at the current support rate listed in paragraph A (3).

(E.) GENERAL

1. Approximately 30-90 days prior to expiration, InStream will offer the option to renew according to software manufacturer established policies. Not following software manufacturers established policies, may result in late fees or reinstatement fees.
a.)*ANY CHANGES MADE TO YOUR CURRENT SYSTEM OR CANCELLATION OF MAINTENANCE NEED TO BE MADE 90 DAYS PRIOR TO THE EXPIRATION DATE.*****
2. This Agreement is not assignable by the Customer unless the Customer receives InStream's written consent which is in the complete and total discretion of InStream. In addition, this Agreement may be cancelled by InStream, upon written notice to the Customer, if the System is sold, transferred, or leased by the Customer to another entity.
3. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
4. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic conditions, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect, or consequential damages arising from use of, or inability to use, Software, Hardware, or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
5. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
6. InStream's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

(F.) PROCEDURES

1. Annual Maintenance: Entitles the Customer to contact a trained technical support representative with questions regarding InStream System. InStream's courteous

support team may be reached on the phone between 8:00AM and 5:00PM Current Time Zone and by email. InStream's personnel will access customer systems VPN for remote control.

2. **Holiday Coverage:** Coverage on National Holidays (New Year's, Easter, Memorial, Independence, Labor, Thanksgiving and Christmas Day). Extended coverage can be purchased for these holidays at the following rates:

Call Charge \$600.00
Hourly Charge \$350.00

3. **Response Time: Phone Response:** InStream's objective is to provide telephone response to support calls as follows:

<u>Type of Problem</u>	<u>Response Time</u>
System down situations and problems critically impacting operations	Within 2 hours
Problems not critical to operations	Within 4 hours
General information inquiries	Within 8 hours

4. **Remote Access:** Support Technicians can connect directly to the Customer's system, via remote access, allowing for support delays to be minimized. – *InStream uses GoToMeeting.*

On-Site Support: If on-site support is required the technician will set up a designated time agreed upon by InStream and the Customer.

Software Upgrades: New releases will include new features, as well as new listings of third-party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At the time of the customer requested upgrade; it is the customer's responsibility to ensure their environment meets or exceeds the environmental requirements. It is recommended that Customers engage InStream for all upgrades. Software upgrade assistance may be purchased at our current hourly rate and will be based on complexity. InStream cannot guarantee support for older software versions that have been declared as non-supported versions by the software manufacturer (as defined in the statement of work).

5. **Remote Support:** InStream requires that every Customer allows remote access to the system for technical assistance.
6. **System Maintenance:** While InStream can assist Customer with any question relating to InStream's software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance and back-ups, hardware

preventative maintenance and version updates of third-party software with any application service packs. If Customer is unsure of the suggested maintenance for its system, Customer must contact its system provider.

(G.) WARRANTY:

InStream represents and warrants that the services provided under this Agreement will be performed in a workmanlike manner in accordance with industry standards.

APPLICATIONXTENDER Software Support Agreement

SCOTTSV01

Effective Dates: December 8, 2024 to December 7, 2025

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

InStream, LLC

Village of Scottsville

(Signature)

(Signature)

Beth Karolewski

(Typed or Printed Name)

(Typed or Printed Name)

Contract Administrator

(Title)

(Title)

Date: _____

Date: _____

InStream Address and Support Number:

**InStream, LLC
1201 Indian Church Rd
Buffalo, NY 14224**

****To create a new support ticket, use the support portal <https://instreamllc.zendesk.com> and supply contact / product information.**

Operation/Maintenance of Village-owned Vehicles

The Village of Scottsville owns and operates numerous vehicles and heavy-duty equipment for the sole purpose of maintaining the streets, roads, storm sewers, refuse collection, parks, and many other services. These services provide for the safety, convenience, asset protections, and enhancement of the quality of life for all Village residents.

Motor Vehicles

All of our vehicles are funded with resident tax dollars and must be treated with care, respect, safety, and adherence to all NYS, Federal, and local driving laws:

- 1) Follow all posted speed limits and roadway signs
- 2) Park only in designated spaces and for the posted time allowed (if applicable)
- 3) Must have valid NYS Driver's license and CDL license (if applicable)
- 4) Seatbelts always worn, both driver and passengers
- 5) No smoking, vaping or any other form of tobacco use in the vehicle
- 6) Use only hands-free technology while making and receiving calls. If hands-free is not possible, safely pull over and continue your communication.
- 7) Alcohol, cannabis, illegal drugs, and/or prescription medications that may interfere with safe driving, are strictly prohibited

Additionally, as an operator of taxpayer funded vehicles, you are in a much more visible position which requires higher standards that include the following:

- 1) Practice defensive, non-aggressive driving
- 2) Avoid confrontational or offensive behavior, as well as foul language and/or hand gestures
- 3) Avoid distracted driving
- 4) Keep the inside and outside of the vehicle clean
- 5) Ensure the vehicles are locked, parked in a secure area, and all keys are accounted for
- 6) Report all accidents (reference section on Accidents) as soon as reasonably practical

DPW Superintendent Responsibilities:

It is the responsibility of the DPW Superintendent to ensure the appropriate vehicle is used for the appropriate, legitimate, village related tasks, and that the operator is fully vetted and licensed to operate the vehicle. This includes a valid, unexpired NYS driver's license and a driving record that meets the qualifications of our insurance carrier and/or the New York State Department of Transportation

Additional responsibilities include:

- 1) Keeping the vehicles and equipment in good running order to ensure the longest possible life of the vehicle. This includes regular maintenance (i.e. oil changes, inspections, etc.) and addressing any needed repairs in a timely manner. Drivers of the vehicle are to report any malfunctions and/or unaddressed maintenance issues to the DPW Superintendent.
- 2) All Village owned tools and equipment must be secured against theft and/or damage. Please note, the Village is not responsible for the theft or damage of any personal property that may occur while operating or parking a Village owned vehicle.

Discretionary and/or 24-hour Necessary use of a Village-owned vehicles:

As the Village bears the expense of insurance, fuel, inspections, and repairs, the Mayor and/or will determine if any use of the vehicle is not appropriate and reserves the right to rescind this privilege at any time.

Potential reasons to discontinue authorized use of the vehicle can include, but not limited to a vehicle shortage, a rotating on call schedule, or an emergency.

Village owned vehicles may be assigned as necessary, or on a discretionary basis, with approval and knowledge of the immediate supervisor (i.e. Mayor, Deputy Mayor, DPW Superintendent) for overnight and/or commuting purposes.

The Village reserves the right to install a geo-tracker in any village vehicle at the sole discretion of the Village Board of Trustees.

If the designated employee schedules a vacation, an arrangement will be made to pick up the vehicle so that the vehicle is available to fully serve the needs of the village. If the designated employee is sick, the Village will decide if physical possession of the vehicle is needed, based on the estimated severity and length of the illness. If the designated employee goes on disability, the village will take possession of the vehicle.

The vehicle is to be used solely for purposes of commuting to and from the residence and to the place of work, or in response to an emergency, or in response to a call for a resident issue.

It cannot be used for any personal use.

The vehicle must be parked in a secure location, locked at all times, and to the extent possible, away from other vehicles to avoid collisions and dings.

The designated employee is responsible for any payments of tickets or fines incurred while using a Village owned vehicle.

If the designated employee is arrested for, or charged with, a motor vehicle offense, for which the punishment includes suspension or revocation of the employee's driver's license, the immediate supervisor must be made aware within 24 hours. This policy is applicable whether in his/her personal vehicle, or a village vehicle. Conviction of an offense either by trial or plea, may be grounds for loss of Village vehicles privileges, disciplinary action, and/or termination.

Reporting of Accidents:

Whenever a village owned vehicle is involved in an accident, or subject to damage, the employee is required to immediately notify the immediate supervisor. To the extent possible, an accident report shall be filed with the local law enforcement agency that has jurisdiction. At minimum, an incident report must be completed as soon as practicably possible and returned to the Village Clerk.

This also applies to an employee who is conducting Village related business in their own vehicle.

Post Accident Testing:

Post accident testing for alcohol or illegal, and/or controlled substances, must be performed as soon as possible after a motor vehicle accident in a Village owned vehicle (or personally owned vehicle while conducting Village business). This testing will be conducted on scene by the responding law officer, or an agency contracted by the Village, within 2 hours of the accident.

There is a Zero-tolerance policy regarding the consumption of alcohol, or intoxicating substances by the operator of any village owned vehicle. An employee who is deemed to be a medical marijuana patient is not permitted to use medical marijuana while operating Village owned equipment, machinery, or vehicles.

CDL Specific Vehicles:

Unless for training and practice purposes, only operators with a valid and clean CDL licensed may operate CDL specific vehicles over 1 ton.

An agency contracted by the Village will conduct random drug/alcohol testing of any CDL licensed driver and results will be reported to the Village Clerk.

Repercussions of Failure to Comply:

Failure to comply with any and all provisions of this policy may result in disciplinary action, up to and including removal of Village privileges, suspension and/or termination from Village service.

Special Circumstances:

This policy is intended to provide a framework governing the use of personal and municipal vehicles within the Village of Scottsville, and as such, cannot contain procedures governing every situation

that might arise. Employees seeking clarification of, or an exemption from, the procedures of this policy should contact the mayor who will provide clarification. If the circumstance merits an exemption, the mayor will bring it to the Village board for discussion and the board will determine if an approval or a denial of the exemption is granted.

A copy of this policy must be signed and dated by all affected employees and a copy to be retained in the employee's file.