

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

Agenda

1. **Call to Order** Mayor Maggie Ridge called the annuary 14, 2025 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, December 10, 2024*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the minutes of the *Tuesday, December 10, 2024* Village Board Meeting as submitted.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

*Monday, December 23, 2024*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the minutes of the *Monday, December 23, 2024* Village Board Meeting as submitted.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

5. **SEORA**

**VILLAGE OF SCOTTSVILLE**  
**AMEND CHAPTER 117 – PEACE AND GOOD ORDER**

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**SEQR RESOLUTION**  
**UNLISTED ACTION**

**WHEREAS**, the Village of Scottsville Board of Trustees (hereinafter referred to as Village Board) has reviewed and completed the SEQR Short Environmental Assessment Form (EAF) Part 1 on the above referenced Village of Scottsville amendment of Chapter 117 – Peace and Good Order of the Village Code (hereinafter referred to as Action); and

**WHEREAS**, the Village Board determines that said Action is classified as an Unlisted Action under Part 617 of the State Environmental Quality Review (SEQR) Regulations; and

**WHEREAS**, the Village Board has determined that the proposed action is subject to a single agency review pursuant to Part 617.6(b) (4) of the SEQR Regulations; and

**WHEREAS**, the Village Board determines that it is the most appropriate agency for making the determination of significance thereon under the SEQR Regulations; and

**WHEREAS**, the Village Board has given consideration to the criteria for determining significance as set forth in Section 617.7(c) (1) of the SEQR Regulations and the information contained in the Short EAF Part 1; and

**WHEREAS**, the Village Board has completed Part 2 and Part 3 of the Short EAF; and

**NOW, THEREFORE BE IT RESOLVED** the Village Board has reasonably concluded the following impacts are expected to result from the proposed Action, when compared against the criteria in Section 617.7 (c):

there will not be a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

there will not be large quantities of vegetation or fauna removed from the site or destroyed as the result of the proposed Action; there will not be substantial interference with the movement of any resident or migratory fish or wildlife species as the result of the proposed Action; there will not be a significant impact upon habitat areas on the site; there are no known threatened or endangered species of animal or plant, or the habitat of such species; or, are there any other significant adverse impacts to natural resources on the site;

there are no known Critical Environmental Area(s) on the site which will be impaired as the result of the proposed Action;

the overall density of the site is consistent with the Village's Comprehensive Plan land use recommendations;

there will not be an increase in the use of either the quantity or type of energy resulting from the proposed Action;

there will not be any hazard created to human health;

there will not be a change in the use of active agricultural lands that receive an agricultural use tax exemption or that will ultimately result in the loss of ten acres of such productive farmland;

there will not be a larger number of persons attracted to the site for more than a few days when compared to the number of persons who would come to the site absent the Action;

there will not be created a material demand for other Actions that would result in one of the above consequences;

there will not be changes in two or more of the elements of the environment that when considered together result in a substantial adverse impact; and

there are not two or more related Actions which would have a significant impact on the environment.

**BE IT FURTHER RESOLVED**, based upon the information and analysis above and the supporting documentation referenced above, the proposed Action **WILL NOT** result in any significant adverse environmental impacts.

**BE IT FINALLY RESOLVED** that the Village of Scottsville Board of Trustees does hereby make a Determination of Non-Significance on the proposed ordinance, and the Mayor is hereby directed to sign the

Short Environmental Assessment Form Part 3 and issue the Negative Declaration as evidence of the Village Board's determination.

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the SEQRA resolution to amend Chapter 117 – Noise and Good Order of the Village Code as an unlisted action.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

## ***VILLAGE OF SCOTTSVILLE AMEND CHAPTER 54 - ANIMALS***

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### **SEQR RESOLUTION UNLISTED ACTION**

**WHEREAS**, the Village of Scottsville Board of Trustees (hereinafter referred to as Village Board) has reviewed and completed the SEQR Short Environmental Assessment Form (EAF) Part 1 on the above referenced Village of Scottsville amendment of Chapter 54 - Animals of the Village Code (hereinafter referred to as Action); and

**WHEREAS**, the Village Board determines that said Action is classified as an Unlisted Action under Part 617 of the State Environmental Quality Review (SEQR) Regulations; and

**WHEREAS**, the Village Board has determined that the proposed action is subject to a single agency review pursuant to Part 617.6(b) (4) of the SEQR Regulations; and

**WHEREAS**, the Village Board determines that it is the most appropriate agency for making the determination of significance thereon under the SEQR Regulations; and

**WHEREAS**, the Village Board has given consideration to the criteria for determining significance as set forth in Section 617.7(c) (1) of the SEQR Regulations and the information contained in the Short EAF Part 1; and

**WHEREAS**, the Village Board has completed Part 2 and Part 3 of the Short EAF; and

**NOW, THEREFORE BE IT RESOLVED** the Village Board has reasonably concluded the following impacts are expected to result from the proposed Action, when compared against the criteria in Section 617.7 (c):

there will not be a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

there will not be large quantities of vegetation or fauna removed from the site or destroyed as the result of the proposed Action; there will not be substantial interference with the movement of any resident or migratory fish or wildlife species as the result of the proposed Action; there will not be a significant impact upon habitat areas on the site; there are no known threatened or endangered species of animal or plant, or the habitat of such species; or, are there any other significant adverse impacts to natural resources on the site;

there are no known Critical Environmental Area(s) on the site which will be impaired as the result of the proposed Action;

the overall density of the site is consistent with the Village's Comprehensive Plan land use recommendations;

there will not be an increase in the use of either the quantity or type of energy resulting from the proposed Action;

there will not be any hazard created to human health;

there will not be a change in the use of active agricultural lands that receive an agricultural use tax exemption or that will ultimately result in the loss of ten acres of such productive farmland;

there will not be a larger number of persons attracted to the site for more than a few days when compared to the number of persons who would come to the site absent the Action;

there will not be created a material demand for other Actions that would result in one of the above consequences;

there will not be changes in two or more of the elements of the environment that when considered together result in a substantial adverse impact; and

there are not two or more related Actions which would have a significant impact on the environment.

**BE IT FURTHER RESOLVED**, based upon the information and analysis above and the supporting documentation referenced above, the proposed Action **WILL NOT** result in any significant adverse environmental impacts.

**BE IT FINALLY RESOLVED** that the Village of Scottsville Board of Trustees does hereby make a Determination of Non-Significance on the proposed ordinance, and the Mayor is hereby directed to sign the Short Environmental Assessment Form Part 3 and issue the Negative Declaration as evidence of the Village Board's determination.

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the SEQRA resolution to amend Chapter 54 – Animals of the Village Code as an unlisted action.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

6. **Public Hearing**

*Mayor Ridge reopens public hearing to amend the Village Code Chapter 117 Peace and Good Order regarding noise and Chapter 54 regarding animals at \_\_\_\_\_ pm..*

*Public Comment open at \_\_\_\_\_ pm*

*Public comment closed and Board comment opened at \_\_\_\_\_ pm.*

*Board Comment and Public Hearing closed at \_\_\_\_\_ pm.*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to adopt Local Law 2-2024 to amend the Village Code Chapter 117 Peace and Good Order regarding noise.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to adopt Local Law 3-2024 to amend the Village Code Chapter 54 regarding animals.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

7. **Public Before the Board**

8. **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 January 14, 2025 and prepaid bills with General Payables totaling \$ \_\_\_\_\_.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
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 January 2025 Treasurers Report.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

**Budget Workshop Dates**

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to schedule January February as Budget Workshop dates to meet at the Wheatland Municipal Building starting at 6:00 pm.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

**Canandaigua National Bank Signers**

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to designate Maggie Ridge, Wayne LaVair, Paula Parker and Anne Hartman as signers on the Canandaigua National Bank accounts.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

9. **Department Reports**

- a) **Building DPW – Kenny Bohn**  
 Sanitary Sewer Reserves Kenyon  
 521 North Rd  
 SG Security  
 JP Floor Cleaner

**Last Month:**

**Upcoming Month:**

- b) **Building Inspector/Code Enforcement Officer**

**Ongoing Permits from November:**

- 389 Scottsville Mumford Rd- Cell tower work/repair (work is complete)
- 5 Main Street – Window alteration (Underway)
- 711 North Rd – Addition Framing underway
- 25 Wheldon Street – Standby whole home generator (Complete)
- 115 West Cavalier – Deck Final Complete
- 230 Briarwood Lane- Fence and shed has been complete
- 1 Rochester Street – Level 2 alteration has been completed

**Permits Issued:**

- **No new permits so far for 2025**
- Updating my yearly permit report for the Town assessor

**Upcoming Permits:**

- Working with owner of 39 Main for a permit to reconfigure existing space
- Working with a homeowner on Diana drive for a possible addition
- No permit needed but I was advised by Frontier Communications that fiber optic lines will be brought down Browns Ave in the upcoming months.

**PB/ZB:**

- Nothing currently

**HB:**

- Nothing Currently

**Code Enforcement:**

- Oatka Hotel-Notice of violation sent via certified mail to owners' home and PO box waiting for a response. Letter was received on 12/3/24 Still no response as of 1/7/25
- Parking on the sidewalk on Diana Drive will be monitored in the evening hours. Complaints were from 5pm –7am. NO issues have been found on numerous inspections. Still no issues found as of 1/7/25
- Monitoring parking on Main Street
- Contacted the owner of 67 Rochester Street about deteriorating outside conditions.

**Fire Marshal:**

- Annual inspections are ongoing with no major violations to report.
- Working with a homeowner about a wood burning stove install
- 1 FD Call out for December
- I will be out of town in Buffalo for training 1/26 evening till 1/30. Annual Niagara Frontier Building Officials Conference. Will have cell and email capabilities.

- c) **Clerk – Anne Hartman**

### **Municipal Website Requirement – Chapter 609**

A fourth bill requiring municipal websites, which NYCOM initially opposed, was approved by the Governor but with amendments recommended by NYCOM that make it much less onerous, particularly by exempting many of our smaller members who may not be able to comply with this requirement. In its final form, Chapter 609 requires municipalities with a population exceeding 1,500 to maintain an official “.gov” website and post specific information that would be of interest to their residents, including hours of operation, public hearing notices and an annual financial report. Cities and villages that host their websites on another municipality’s “.gov” website will satisfy this new requirement, which takes effect on December 21, 2025.

*Fax Services*

*Polling Place*

#### 10. **Trustee Updates:**

Deputy Mayor Wayne LaVair – DPW

Trustee Charla Domina

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

Trustee Randy Hess – Historic Commission

#### 11. **Mayor’s Reports - Maggie Ridge**

#### 12. **Old Business**

*Maple St. stop sign*

*Parking on Main St*

## ***VILLAGE OF SCOTTSVILLE JOHNSON PARK LEASE***

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### **SEQR RESOLUTION UNLISTED ACTION**

**WHEREAS**, the Village of Scottsville Board of Trustees (hereinafter referred to as Village Board) has reviewed and completed the SEQR Short Environmental Assessment Form (EAF) Part 1 on the above referenced Village of Scottsville lease of Johnson Park (hereinafter referred to as Action); and

**WHEREAS**, the Village Board determines that said Action is classified as an Unlisted Action under Part 617 of the State Environmental Quality Review (SEQR) Regulations; and

**WHEREAS**, the Village Board has determined that the proposed action is subject to a single agency review pursuant to Part 617.6(b) (4) of the SEQR Regulations; and

**WHEREAS**, the Village Board determines that it is the most appropriate agency for making the determination of significance thereon under the SEQR Regulations; and

**WHEREAS**, the Village Board has given consideration to the criteria for determining significance as set forth in Section 617.7(c) (1) of the SEQR Regulations and the information contained in the Short EAF Part 1; and

**WHEREAS**, the Village Board has completed Part 2 and Part 3 of the Short EAF; and

**NOW, THEREFORE BE IT RESOLVED** the Village Board has reasonably concluded the following impacts are expected to result from the proposed Action, when compared against the criteria in Section 617.7 (c):

there will not be a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

there will not be large quantities of vegetation or fauna removed from the site or destroyed as the result of the proposed Action; there will not be substantial interference with the movement of any resident or migratory fish or wildlife species as the result of the proposed Action; there will not be a significant impact upon habitat areas on the site; there are no known threatened or endangered species of animal or plant, or the habitat of such species; or, are there any other significant adverse impacts to natural resources on the site;

there are no known Critical Environmental Area(s) on the site which will be impaired as the result of the proposed Action;

the overall density of the site is consistent with the Village's Comprehensive Plan land use recommendations;

there will not be an increase in the use of either the quantity or type of energy resulting from the proposed Action;

there will not be any hazard created to human health;

there will not be a change in the use of active agricultural lands that receive an agricultural use tax exemption or that will ultimately result in the loss of ten acres of such productive farmland;

there will not be a larger number of persons attracted to the site for more than a few days when compared to the number of persons who would come to the site absent the Action;

there will not be created a material demand for other Actions that would result in one of the above consequences;

there will not be changes in two or more of the elements of the environment that when considered together result in a substantial adverse impact; and

there are not two or more related Actions which would have a significant impact on the environment.

**BE IT FURTHER RESOLVED**, based upon the information and analysis above and the supporting documentation referenced above, the proposed Action **WILL NOT** result in any significant adverse environmental impacts.

**BE IT FINALLY RESOLVED** that the Village of Scottsville Board of Trustees does hereby make a Determination of Non-Significance on the proposed ordinance, and the Mayor is hereby directed to sign the



Short Environmental Assessment Form Part 3 and issue the Negative Declaration as evidence of the Village Board's determination.

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the SEQRA resolution of the Johnson Park Lease as an unlisted action.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to authorize the Mayor to sign the Johnson Park Lease.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

13. **New Business**

*Planning and Zoning Board Meeting Dates*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to set the first Thursday of the month at 7:00 pm as the Planning Board meeting and Zoning Board of Appeals as needed.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

*MRB Proposal*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to authorize the Mayor to sign the MRB proposal for professional services – Main Street sidewalk improvements - survey and preliminary design in an amount of \$\_\_\_\_\_.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

*Streaming Board Meetings*

14. **Executive session**

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to enter into executive session at \_\_\_\_\_ pm to discuss two particular employee matters.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
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 Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

15. **Adjournment**

**Motion** made by Trustee  
pm.

and seconded by Trustee to adjourn the Village Board meeting at

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Charla Domina  
Trustee Randy Hess

Deputy Mayor Wayne LaVair  
Trustee Andy Fraser

Village of Scottsville  
Board of Trustees Meeting  
Tuesday, December 10, 2024 6:30 pm  
Wheatland Municipal Building  
Meeting Minutes

**Call to Order** Mayor Maggie Ridge called the December 10, 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

Also Present: Lauren Baron, Attorney  
Paula Parker, Treasurer  
Anne Hartman, Clerk  
Approx. 12 residents

**Approval of Minutes**

**Village Board Meeting Minutes**

*Tuesday, November 12, 2024*

**Motion** made by Mayor Maggie Ridge and seconded by Trustee Andy Fraser to approve the minutes of the *Tuesday, November 12, 2024* Village Board Meeting as submitted.

**Vote:** *Carried (4-0)*

Mayor Maggie Ridge	AYE	Trustee Andy Fraser	AYE
Trustee Randy Hess	AYE	Trustee Wayne LaVair	AYE

**Public Before the Board**

No public comment

**Public Hearing**

*Mayor Ridge reopens the noise ordinance public hearing at 6:47pm.*

Nick Trotto, 23 Wyvil Ave: What led to the update?

Mayor Ridge responded that the current code is not measurable. Noise that is an annoyance is in violation of code – how do you measure that? The new code is measurable and subjective. Concerned that this would cost the Village a new employee. Answer: the current Code Enforcement Officer will enforce.

Tony Whitmarsh, 779 North Rd: Asked if a noise study was done.

Trustee Fraser replied that a company was contracted to conduct the survey.

T. Whitmarsh asked exactly how many noise complaints were received.

Mayor Ridge responded 10-12.

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to continue the public hearing to the January 14, 2025 meeting.

**Vote:** Carried (4-0)

Mayor Maggie Ridge AYE  
Trustee Randy Hess AYE

Trustee Andy Fraser AYE  
Trustee Wayne LaVair AYE

## **Department Reports**

### **Treasurer – Paula Parker**

#### **Pay Bills:**

**Motion** made by Trustee Randy Hess and seconded by Trustee to approve payables as listed on the AP Check Register Report through December 10, 2024 and prepaid bills with General Payables totaling \$60,781.10.

**Vote:** Carried (4-0)

Mayor Maggie Ridge AYE  
Trustee Randy Hess AYE

Trustee Andy Fraser AYE  
Trustee Wayne LaVair AYE

#### **Treasurers Report:**

Waiting for the final report from the review with Mengal Metzger Barr, LLC (completed on November 7th and 8th).

Increase of 8% in Casella Disposal ton rate from \$90 per ton to \$97.20 per ton (\$7.20 increase).

Review increase of retiree post-65 insurance plan increase (42%).

Review November Expense and Revenue Reports (6 month - 50% of the fiscal year)

## **Building Inspector/Code Enforcement Officer**

### **Building Dept:**

#### **Ongoing Permits from November:**

- 78 Main Street – Barn/Garage (Nearing Final CofO)
- 102 Heather Lane – Shed (Complete)
- 389 Scottsville Mumford Rd- Cell tower work/repair (work is underway)
- 5 Main Street – Window alteration (Underway)
- 711 North Rd – Plan review complete permit issued for east side expansion (site work has started)
- 25 Wheldon Street – Standby whole home generator (Work underway)
- 115 West Cavalier – Deck (Footer and framing inspections completed)
- 21 Main Street – Sewer repair (permit not picked up yet)
- 22 Caledonia Ave – Multiple permits open in different stages of completion. Working with the owners

#### **Permits Issued:**

- 230 Briarwood Lane - Fence
- 230 Briarwood Lane – Shed
- 1 Rochester Street – Interior Renovation
- 10 Rochester Street – Fence (Historical Board has approved)
- 66 Rochester Street – Fence
- Updating my yearly permit report for the Town assessor

#### **Upcoming Permits:**

- Working with owner of 39 Main for a permit to reconfigure existing space
- Working with a homeowner on Diana Drive for a possible addition

**PB/ZB:**

Nothing currently

**HB:**

Passed fence approval for 10 Rochester Street at last meeting

**Code Enforcement:**

Oatka Hotel-Notice of violation sent via certified mail to owners' home and PO box waiting for a response. Letter was received on 12/3/24

58 East Grenadier – Property maintenance letter sent out. No action by resident at this time – Heard homeowner has been sick

Parking on the sidewalk on Diana Drive will be monitored in the evening hours. Complaints were from 5pm –7am. NO issues have been found on numerous inspections.

Monitoring parking on Main Street

Contacted the owner of 67 Rochester Street about deteriorating outside conditions.

Working with a homeowner about a fence ownership dispute. Advised them to get a new survey map done to avoid further discrepancies.

**Fire Marshal:**

- Annual inspections are ongoing with no major violations to report.
- Working with a homeowner about a wood burning stove install
- No FD call out for November

**DPW – Kenny Bohn**

Sewer plug on Chili Ave.

Villager Construction fixed on Rochester St.

Leaves are almost finished

Snowflakes are up on Main St.

Plows ready to go

**Clerk – Anne Hartman****Credit Card Fees**

AllPaid Credit is the service we use for credit card payments. Municipalities cannot pay for fees incurred. For the past four years or so the fees have not changed. Starting January 1, 2025 the minimum fee will increase from \$1 to \$3.99. I reached out to the other clerks and found this is the standard rate. We will notice on Facebook to prepare people.

**FMCSA Drug & Alcohol Queries**

Annual report done on all CDL drivers

**Holiday Schedule**

Tuesday, December 24, 2024	Close at Noon (PTO)
Wednesday, December 25, 2024	Holiday
December 26, 27, 2024	PTO
Tuesday, January 31, 2024	Close at Noon (PTO)
Wednesday, January 1, 2025	Holiday

**Motion** made by Mayor Maggie Ridge and seconded by Trustee Wayne LaVair to approve the above holiday schedule.

**Vote: Carried (4-0)**

Mayor Maggie Ridge	AYE	Trustee Andy Fraser	AYE
Trustee Randy Hess	AYE	Trustee Wayne LaVair	AYE

**Trustee Updates:**

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

Discussing short-term rental, spent a lot of time on the noise ordinance.  
Will review the TAP grant

Trustee Wayne LaVair – DPW

Discussing sidewalks on Main St. and safety, need to work with the Forestry Board to determine what trees should come down or trimmed

Trustee Randy Hess – Historic Commission

10 Rochester St received a Certificate of Appropriateness for a fence

**Mayor's Reports - Maggie Ridge**

Comprehensive Master Plan survey has been circulated, will look for public engagement in February  
Attended MC Recycling Advisory Committee  
Investigating TAP grant for Main St.

**Old Business**

Stop Sign at Maple St and Browns Ave – A resident requested because of the speeding. Response from resident that he teaches his kids that cars stop at stop signs, and this will give a false sense of security because we see many going through the stop signs.  
Mayor Ridge will ask the resident who requested the stop sign to come to the next meeting.

**New Business**

Standard Work Resolution

**MOTION:** made by Trustee Wayne LaVair and seconded by Mayor Maggie Ridge to approve the following resolution:

**BE IT RESOLVED,** that the Village of Scottsville (40389 location code) hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on a six (6) hour work day and their record of activities:

Trustee B. Andrew Fraser filled out a working time calendar for August, September and October 2024 to be used in determining his retirement days credited each quarter. The average came out to 3 days per quarter.

Trustee Randall Hess filled out a working time calendar for August, September and October 2024 to be used in determining his retirement days credited each quarter. The average came out to 2.54 days per quarter.

**Vote: Carried (4-0)**

Mayor Maggie Ridge	AYE	Trustee Andy Fraser	AYE
Trustee Randy Hess	AYE	Trustee Wayne LaVair	AYE

Main St Engineer

We have to go through specific procedures to satisfy the requirements of the TAP grant. This will take a bit more time.

Snowplowing the sidewalks

Sidewalks need to be kept clear to allow the sidewalk plow to go through without hitting debris and vehicles

**Executive session**

**Motion** made by Mayor Maggie Ridge and seconded by Trustee Wayne LaVair to enter into executive session at 7:35 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	Trustee Andy Fraser	AYE
Trustee Randy Hess	AYE	Trustee Wayne LaVair	AYE

**Motion** made by Trustee Randy Hess and seconded by Trustee Wayne LaVair to adjourn executive session and return to regular session at 8:00 pm.

**Vote:** Carried (4-0)

Mayor Maggie Ridge	AYE	Trustee Andy Fraser	AYE
Trustee Randy Hess	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 8:01 pm.

**Vote:** Carried (4-0)

Mayor Maggie Ridge	AYE	Trustee Andy Fraser	AYE
Trustee Randy Hess	AYE	Trustee Wayne LaVair	AYE

Respectfully submitted by:



Anne Hartman  
Village Clerk

Village of Scottsville  
Board of Trustees Meeting  
Tuesday, December 23, 2024 6:30 pm  
Wheatland Municipal Building  
Meeting Minutes

**Call to Order** Mayor Maggie Ridge called the December 23, 2024 Village of Scottsville Board of Trustees Special Meeting to order at 4:15 pm.

**Pledge of Allegiance to the Flag**

**Roll Call**

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

Also Present: Anne Hartman, Clerk  
1 resident

**Mayoral Appointment**

Trustee AJ Peck has resigned from his position.

Mayor Ridge appoints Charla Domina as Trustee term ending March 31, 2025. Trustee Domina took the oath of office.

Mayor Ridge appoints Wayne LaVair as Deputy Mayor. Took the oath of office.

**Adjournment**


**Motion** made by Deputy Mayor Wayne LaVair and seconded by Mayor Maggie Ridge to adjourn the Village Board meeting at 4:18 pm.

**Vote:** Carried (5-0)

Mayor Maggie Ridge     AYE  
Trustee Charla Domina     AYE  
Trustee Randy Hess     AYE

Deputy Mayor Wayne LaVair     AYE  
Trustee Andy Fraser     AYE

Respectfully submitted by:

  
Anne Hartman  
Village Clerk



## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Village of Scottsville			
<b>Name of Action or Project:</b> Amend the Village Code Chapter 117 - Peace and Good Order regarding noise			
<b>Project Location (describe, and attach a location map):</b> Within the Village boundaries			
<b>Brief Description of Proposed Action:</b> 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" See attached document.			
<b>Name of Applicant or Sponsor:</b> Village of Scottsville		<b>Telephone:</b> 585-889-6050	
		<b>E-Mail:</b> villageclerk@scottsvilleny.org	
<b>Address:</b> 22 Main St, Ste 3			
<b>City/PO:</b> Scottsville		<b>State:</b> NY	<b>Zip Code:</b> 14546
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		704 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		less than 25 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Water not necessary for this action.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Wastewater utilities not necessary for this action.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input type="checkbox"/> Shoreline   <input type="checkbox"/> Forest   <input type="checkbox"/> Agricultural/grasslands   <input type="checkbox"/> Early mid-successional</p> <p><input type="checkbox"/> Wetland   <input type="checkbox"/> Urban   <input checked="" type="checkbox"/> Suburban</p>		
<p>15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>16. Is the project site located in the 100-year flood plan?</p>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>17. Will the proposed action create storm water discharge, either from point or non-point sources?</p> <p>If Yes,</p> <p>    a. Will storm water discharges flow to adjacent properties?</p> <p>    b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?</p> <p>If Yes, briefly describe:</p> <p>_____</p> <p>_____</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?</p> <p>If Yes, explain the purpose and size of the impoundment: _____</p> <p>_____</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: <u>Anne Hartman</u> Date: <u>12/04/2024</u></p> <p>Signature: _____ Title: <u>Clerk</u></p>		

**PRINT FORM**

Project:	Amend Chapter 117
Date:	12/05/2024

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PRINT FORM**

Project: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Short Environmental Assessment Form  
 Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This proposed action is to amend the noise ordinance of the Village Code. There is no physical aspect to this action that would create any adverse impacts on the environment.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Scottsville

Name of Lead Agency	Date
Maggie Ridge	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Village of Scottsville			
<b>Name of Action or Project:</b> Amend the Village Code Chapter 54 - Animals			
<b>Project Location (describe, and attach a location map):</b> Within the Village boundaries			
<b>Brief Description of Proposed Action:</b> Chapter 54 of the Village Code of the Village of Scottsville See attached document.			
<b>Name of Applicant or Sponsor:</b> Village of Scottsville		<b>Telephone:</b> 585-889-6050	
		<b>E-Mail:</b> vil.ageclerk@scottsvilleny.org	
<b>Address:</b> 22 Main St, Ste 3			
<b>City/PO:</b> Scottsville		<b>State:</b> NY	<b>Zip Code:</b> 14546
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
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2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
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3. a. Total acreage of the site of the proposed action?		704 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		less than 25 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
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<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
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7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ Water not necessary for this action.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
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b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input type="checkbox"/> Shoreline   <input type="checkbox"/> Forest   <input type="checkbox"/> Agricultural/grasslands   <input type="checkbox"/> Early mid-successional</p> <p><input type="checkbox"/> Wetland   <input type="checkbox"/> Urban   <input checked="" type="checkbox"/> Suburban</p>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: <u>Anne Hartman</u> Date: <u>12/04/2024</u></p> <p>Signature: _____ Title: <u>Clerk</u></p>		

**PRINT FORM**



Project:	Amend Chapter 54 - Animals
Date:	12/05/2024

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

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	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	
Date:	

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This proposed action is to amend the noise ordinance of the Village Code. There is no physical aspect to this action that would create any adverse impacts on the environment.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Scottsville

_____	_____
Name of Lead Agency	Date
Maggie Ridge	Mayor
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

## **Noise Ordinance Update - Questions & Answers**

The proposed changes to the Scottsville noise ordinance were initiated due to complaints from residents involving industrial areas as well as residential areas. The changes update the current ordinance in order to provide improved metrics and mechanisms for enforcement. The Planning Board reviewed noise ordinances from Rochester, E. Rochester, Fairport, Webster, Greece, Spencerport, Churchville, Hilton, Honeoye Falls, Pittsford, Brockport, NYC, and Newport RI. It also consulted code recommendations from Rutgers University and the EPA. They used all this information to recommend appropriate modifications to our current noise ordinance to fit our community's specific needs.

The questions and concerns addressed here were compiled from the public hearings and also community Facebook posts.

**Q: *60 dba is louder than a loud voice or vacuum***

A: The noise limit has been changed to 70 dba (decibels), noise violations in the ordinance are measured at or beyond property lines. Vacuuming inside the house will not be loud enough at the property line. Loud speaking would have to be at edge of property to be over 70dba.

**Q: *Coopervision is loud with cars coming and going.***

A: Coopervision operations will be limited to 70dba any time of day. The noise of vehicles coming and going is regulated by NY State vehicle and traffic laws.

**Q: *Not being able to mow lawns on Sunday is ridiculous.***

A: There is no restriction on days for lawn mowing. The new ordinance expands the current 6pm to 7am noise restricted quiet hours for construction to 9pm to 7am.

**Q: *dba meter apps are unreliable.***

A: While they may not be exact a dba app would provide a reasonably close measurement for sound levels. Enforcement is up to the Code Enforcement Officer and local courts, not an app.

**Q: *Fines and jailtime are excessive, this could be used as harassment between neighbors, who will be enforcing?***

A: Accusing a neighbor of violating the noise ordinance does not immediately make them guilty, that would still have to be at the discretion of a noise control administrator and the Court system. This will be enforced by designated village code enforcement or Monroe County Sheriff's Department, State Police, or other peace officers in connection with their duties imposed by law. Fines and/or jailtime would be reserved for violations that merit them whether it be in terms of recurrence of violations or other mitigating factors.

**Q: *I am concerned about entry to my property.***

A: Any entrance to property is subject to warrants or life-threatening emergencies. This does not allow someone to just enter your house because it is loud.

**Q: *Do I need a special use permit for parties or large gatherings?***

A: If you are planning on having a party loud enough to upset your neighbors, yes you should apply for a variance.

**Q: *My kids and dogs are louder than 60dba***

A: The limit has been raised to 70dba. Noise in excess of that measured at or beyond the property line would be considered excessive. Loud dogs are addressed in chapter 54 relating to dogs.

**Q: *Seems to be targeting residents instead of updating terms, noise limits are arbitrarily low and timing restricted.***

A: It is only targeting the noise that takes away from the peaceful enjoyment of outdoor spaces of their neighbors. Noise limits have been increased from 60 to 70dba compared to the previous draft.

**Q: *I never have complained about noise, this is too restrictive, an attack on the community***

A: If you have not complained about noise or been complained about then this ordinance will most likely not affect you. It is written so that the community members who are having their peace disturbed have a mechanism to correct the issue.

**Q: *Contractors are limited on when they can work, Sundays are necessary***

A: This has been modified to remove weekend construction restrictions on Sunday and there are exceptions for residential construction noises drafted into the ordinance.

**Q: *Will Coopervision be fined for plowing snow at 3am?***

A: No, there are exceptions for snowblowers, and plows provided they are in good working order

**Q: *What about noisy soccer games or children playing at Johnson Park?***

A: Those are covered and permissible in the exceptions section, but they are still subject to quiet hours.

**Q: *There is ambient noise that the village can't do anything about. Revving cars, planes, trains, etc.***

A: Since the village can't do anything about them this ordinance focuses on the things that hinder the peaceful enjoyment of outdoor spaces that are within the control of the village.

**LOCAL LAW NUMBER 2 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.

## **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 reasonable 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;

- 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 or repetitive nature 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.

## **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.

## **PUBLIC RIGHT-OF-WAY**

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

## **RESIDENTIAL PROPERTY**

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.

## **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.

### **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 for a continuous period of more than ten minutes as set forth below:

	<b>Day Hours 7:00 a.m. – 9:00 p.m.</b>	<b>Night Hours 9:00 p.m. – 7:00 a.m.</b>
Residential property	70 dBA	55 dBA
Commercial property	70 dBA	60 dBA
Industrial property	70 dBA	70 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.
- 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 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.
- C. 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 7:00 a.m. the following day on any day in such a manner that use of such equipment creates excessive noise.
- D. No person shall operate or use or cause to be operated or used any emergency signal device except:
- 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.
- E. 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 excessive noise between the hours of 9:00 p.m. of one day and 7:00 a.m. the following day.
- F. 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) Construction, repair, alteration, remodeling, demolition or paving of any real property in a residential zoning district.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) Any natural sound, including but not limited to wind blown across natural objects, insects, wild animals, or wild birds.
- 10) Activities for which a variance has been issued pursuant to § 118-8 of this chapter.
- 11) The discharge of a firearm not otherwise prohibited pursuant to Article 11 of the Environmental Conservation Law of the State of New York.

G. For the noise regulation of barking dogs, refer to Chapter 54.

**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.

#### **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.

#### **118-11 Enforcement; penalties for offenses.**

This chapter may be enforced by the designated Village Code Enforcement Officer or members of the Monroe County Sheriff's Department, State Police, or other peace officers in connection with their duties imposed by law. Any person, firm or corporation found guilty of a violation of this Chapter 118 shall, upon conviction, be punishable as provided in Chapter 1, General Provisions, Article III, General Penalty.

**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.

**LOCAL LAW NUMBER 3 OF 2024 TO AMEND THE VILLAGE CODE OF THE  
VILLAGE OF SCOTTSVILLE, CHAPTER 54 – ANIMALS**

**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 54, Section 54-8, subsection C. of the Village Code of the Village of Scottsville titled “Prohibited acts” shall be amended to delete subsection (1) and (2), insert a new subsection (1), and renumber as follows:

**54-8 Prohibits acts.**

- A. It shall be unlawful for any individual to hinder or obstruct the Dog Control Officer or Animal Control Officer or law enforcement officers in the enforcement of this article.
- B. No person shall refuse to deliver up to the Dog Control Officer or Animal Control Officer or law enforcement officers his dog or dogs when requested to do so under the provisions of this article.
- C. It shall be unlawful for any owner of or any person harboring any dog to permit or allow such dog while in the Village of Scottsville to:
  - ~~1) Engage in habitual loud howling or barking or conduct itself in such a manner so to habitually annoy any person.~~
  - ~~2) For purpose of this section, a noise disturbance from a barking dog shall be defined as that created by a dog barking continually for five minutes or intermittently for 10 minutes, unless provoked.~~
  - 1) Howl, bark, yelp, cry, whine or conduct itself in such a manner so as to habitually or continuously disturb the peace and quiet of other persons at any time of day or night. As used in this subsection, “habitually or continuously” shall mean a dog howling, barking, yelping, crying, or whining for repeated intervals of at least ten minutes with less than one minute of interruption, which is plainly audible by any person using their unaided hearing faculties beyond the real property line of the premises where the dog is located, including a Dog Control Officer, Animal Control Officer, or law enforcement officer. Habitually or continuously shall not include a dog howling, barking, yelping, crying, or whining when unnecessarily provoked by another person.
  - 2) Cause damage or destruction to property or commit a nuisance upon the premises of a person.
  - 3) Chase or otherwise harass any person in such manner as reasonably to cause intimidation or to put such person in a reasonable apprehension of bodily harm or injury.
  - 4) Habitually chase or bark at motor vehicles or bicycles.
  - 5) Kill or injure any other dog, cat or other domestic or farm animal.

**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.



# KENYON PIPELINE INSPECTION, LLC

68 Park Road  
Queensbury, NY 12804  
518-926-9843 ph  
518-348-3040 fx



Village of Scottsville  
Attn: Kenny Bohn  
22 Main Street, Suite 3  
Scottsville, NY 14546

Proposal	
Date:	January 9, 2025
Project Manager:	Kevin Mitchell
Phone:	518-681-1362
Email:	<a href="mailto:kevin@kpi sewer.com">kevin@kpi sewer.com</a>

## Project: Sanitary Sewer Heavy Clean & CCTV

KPI, LLC is pleased to provide the following proposal for the above mentioned project. KPI will provide all labor, materials, and equipment to perform the work as per manufacturer's recommendations for the following items unless otherwise stated in this quotation. No exceptions to the recommendations are taken unless stated in this quotation.

Item	Description	Unit Price	Quantity	Units	Total
501B	MOBILIZATION	\$65.00	9	HR	\$585.00
741	REPAIR PROTRUDING LATERAL CONNECTIONS	\$500.00	1	EA	\$500.00
792	HEAVY CLEANING OF SEWERS	\$477.87	32	HR	\$15,291.84
Total:					\$16,376.84

**\*\*All pricing assumes that pipes can be lined without excavation and or extensive prep work.\*\***

**\*\*Due to the unknown conditions of the Sanitary Sewers KPI,LLC will utilize Item Number 792 for all CIPP prep work.\*\***

### Quote Includes:

- Labor, materials, and equipment to perform the work above as per specifications
- Mobilization and demobilization
- Pre & Post Cleaning and CCTV inspection including 2 copies of DVD's and reports.
- Traffic control consisting of men working signs and cones

### GC/Owner to provide:

- Taxes, Fees, Bonds, and Permitting
- Nearby hydrant water
- Nearby authorized dumpsite for debris disposal
- Truck access to all structures and access points
- Restoration of lawns and sidewalks if necessary
- Excavation of any kind

Sincerely,

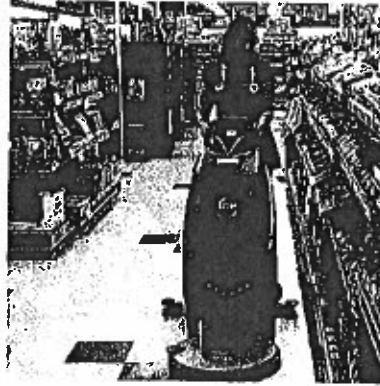
*Kevin Mitchell*

Kevin Mitchell  
Project manager  
KPI LLC

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and hereby accepted. Payments will be made as outlined above.

Signature: \_\_\_\_\_

Date Accepted: \_\_\_\_\_



*Quote #1*

**ICE I20NB**

**\*\*This is a special-order item and cannot be returned. Please allow for an extended delivery time.\*\***

ICE I20NB Walk-Behind Automatic Pad-Assist Floor Scrubber, 20 Inch, 15 gal, 200 rpm

Manufacturer: Intelligent Cleaning Equipment

Brand Name: ICE


HMPN: ICEI20NB

MPN: I20NB

UOM: EA

Min. Order Qty: 1

Qty. Interval: 1

Availability: [Click to check stock](#) 

**Your Price: \$4743.68 / EA**

*Lowest*

**DESCRIPTION**

The I20NB is a pad-assist unit with an oversized tank capacity of 15 gal, a die-cast aluminum brush deck and curved squeegee for superior durability. It offers up to 99 lbs of pad pressure for thorough scrubbing, and 30 more minutes of battery time than the self-propelled version.

**SPECIFICATIONS**

Brush Down Pressure	: 66, 99 lb
Cleaning Path	: 20 Inch
Construction	: Die-Cast Aluminum Brush Deck and Curved Squeegee
Height	: 42 Inch
Item	: Floor Scrubber
Length	: 53 Inch
Power Supply	: 24V
Productivity	: 19375 sq-ft/hr
Recovery Tank Capacity	: 17 gal
Scrub Motor Speed	: 200 rpm
Scrub Motors	: 0.74 HP/0.55 kW
Solution Tank Capacity	: 15 gal
Sound Level	: 68 dBA
Type	: Automatic, Walk Behind, Pad Assist
Vacuum Motor	: 0.67 HP/0.5 kW
Warranty	: 5 year Parts and Labor
Water Lift	: 45 Inch
Weight	: 209 lb
Width	: 30 Inch

**FEATURES**

Improves working efficiency due to oversized 15 gal solution tank

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Village of Scottsville			
Name of Action or Project: Johnson Park Lease with the Union Presbyterian Church			
Project Location (describe, and attach a location map): 3 Browns Ave			
Brief Description of Proposed Action: The Village of Scottsville leases land and the parking lot from the Union Presbyterian Church to use as public park land.			
Name of Applicant or Sponsor: Village of Scottsville		Telephone: 585-889-6050	
		E-Mail: villageclerk@scottsvillenyny.org	
Address: 22 Main St, Ste 3			
City/PO: Scottsville		State: NY	Zip Code: 14546
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		Appox 10 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input type="checkbox"/> Shoreline   <input type="checkbox"/> Forest   <input type="checkbox"/> Agricultural/grasslands   <input type="checkbox"/> Early mid-successional</p> <p><input type="checkbox"/> Wetland   <input type="checkbox"/> Urban   <input type="checkbox"/> Suburban</p>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: <u>Anne Hartman</u> Date: <u>1/8/2025</u></p> <p>Signature: _____ Title: <u>Clerk</u></p>		

Project: Johnson Park Lease

Date: 1/8/2025

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	Johnson Park Lease
Date:	1/8/2025

### **Short Environmental Assessment Form Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Village of Scottsville	1/8/2025
Name of Lead Agency	Date
Maggie Ridge	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

## **AMENDED AND RESTATED LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT (this “Lease Agreement”) is made and entered into effective as of July 1, 2019 by and between **THE UNION PRESBYTERIAN CHURCH OF SCOTTSVILLE**, a New York religious corporation, with an address of One Browns Avenue, Scottsville, New York (hereinafter known as “Church”), and **THE VILLAGE OF SCOTTSVILLE**, a municipal corporation with an address of 22 Main Street, Scottsville, New York (hereinafter known as “Village”).

### **RECITALS**

**WHEREAS**, Church owns the real property known as Union Presbyterian Church of Scottsville located at One Browns Avenue, Scottsville, New York 14546 (the “Church Property”); and

**WHEREAS**, Village owns the real property known as Johnson Park located on Browns Avenue, Scottsville, New York 14546, and abuts the Church Property; and

**WHEREAS**, the Church and Village entered into that certain lease agreement dated July 16, 2019, whereby the Church leased a portion of the Church Property to the Village (the “Original Lease”); and

**WHEREAS**, pursuant to the Original Lease, Village leased a portion of the Church Property for parking as described in Schedule A and an adjacent portion with baseball field as described in Schedule B (also known as the ‘Dwight Minster Memorial Ballfield’) attached hereto and made a part hereof (the “Leased Premises”); and

**WHEREAS**, the parties wish to extend and modify the Original Lease as set forth herein.

**NOW, THEREFORE**, and in consideration of the mutual terms, covenants, and promises herein made, it is agreed as follows:

1. **Term.** The term of this Lease Agreement (the “Term”) is for five (5) years, beginning on January 1, 2025 (the “Commencement Date”) and terminating on December 31, 2029 (the “Expiration Date”). Village shall have the option to extend this Lease Agreement upon the same terms and conditions as contained herein for four (4) terms of five (5) years each until 2065 upon the same terms and conditions set forth in this Lease Agreement. Village shall exercise said option not less than 90 days prior to the Expiration Date, or the then applicable renewal expiration date pursuant to the notice requirements herein.

2. **Permitted Uses.** Village shall have the exclusive lease of the Leased Premises for the specific use as a baseball field, for recreational programming, and, for parking cars. Church may use the Leased Premises for outdoor services, recreational use, use of the baseball fields, and parking cars as needed, and Church shall use best efforts to provide at least 36-hour notice to Village by email if use of the Leased Premises will interfere with the Village’s use of the Leased Premises. Church shall also notify the Village of funerals, weddings, or special events



by e-mail at least 24-hours before such event if such event requires snow removal as set forth in Paragraph 7. Church shall not permit any person or entity to use the Leased Premises, other than the Church's agents, guests, or invitees, without the express written consent of the Village, which shall be granted or withheld in the Village's reasonable discretion.

3. Excluded Premises. The parties covenant and agree that the parking area immediately behind the Church building and the driveway located on the north side of the Church Property shall not be included in the Leased Premises and is to be used exclusively by the Church (the "Excluded Premises"). Village shall have the right to enter upon the Excluded Premises to perform the maintenance described in Section 4 below.

4. Consideration. In consideration of entering into this Lease Agreement, Village agrees to maintain and snowplow, at its sole cost and expense, the Leased Premises and the Excluded Premises including the driveway located on the north side of the Church Property.

5. Condition of the Leased Premises. Village hereby accepts the Leased Premises in its "as is" condition as of the date of the execution of this Lease Agreement, reasonable wear and tear excepted. Village's acceptance and/or use of the Leased Premises shall be deemed Village's satisfaction with all aspects of the Leased Premises.

6. Maintenance.

a. General Maintenance: All general repairs and general maintenance, including minor pothole filling and minor regrading of gravel of the Leased Premises and Excluded Premises shall be the obligation of the Village. Village shall mow the baseball field regularly as required to allow baseball to be played from April through September. Village shall maintain a good surface on the Leased Premises and Excluded Premises, consisting of at least a packed gravel surface of the parking lot and driveway and maintenance and mowing of the baseball field. Village shall be responsible for resurfacing as needed. Village may place and maintain wooden fences on the Leased Premises at the Village's expense .

b. Trees: Village shall have the right, to enter property to trim branches or remove trees from the Leased Premises that the Village determines, in its sole discretion, pose a safety hazard to use of the Leased Premises. Village shall have the right to replace any tree that is removed from the Leased Premises with a tree chosen by the Village. Village may plant additional flowers shrubs, and trees on the Leased Premises in consultation with the Church.

c. Drainage: The Village shall be responsible for the general maintenance of the existing drainage ditch and leach field located in whole or in part on the Leased Premises.

7. Snow removal. Village shall clear snow accumulation from Leased Premises, Excluded Premises, and the driveway on the north side of the Church Property after accumulation of at least 3 inches of snow.

8. Alterations; Improvements. Village, at its sole cost and expense, may make minor improvements of a temporary or removable nature in connection with Village's use of the Leased Premises with Church's prior written consent; provided, that in performing any such alterations, additions, or construction, Village shall conform to all applicable laws, rules, ordinances, regulations, codes, etc. of the appropriate governmental authorities having jurisdiction over the Leased Premises and/or the alterations, additions, or construction.

9. Capital Improvements. The cost of any capital improvements, including but not limited to the improvement or replacement of the existing fence on the Leased Premises, shall be discussed in advance by the Parties in good faith. If Village makes any capital improvements to the Leased Premises at Village's expense, such capital improvements shall be considered the property of Village and may be removed from the Leased Premises upon termination of this Lease Agreement. Notwithstanding the foregoing, Village may not make any capital improvements on the Leased Premises without Church's prior written consent, which may be reasonably withheld, conditioned, or delayed.

10. Utilities. Village, at its cost and expense, shall be responsible for obtaining and shall pay for all electricity services used in or to be supplied for the lights located in the parking lot that is part of the Leased Premises. Village shall not be responsible for the cost of any utilities, including but not limited to electricity, gas, water, internet, telephone, and sewer services used in or to be supplied for the Church building on the Church Property.

11. Compliance with Laws; Permits. The Village shall comply with all laws, ordinances, codes and regulations regarding the Leased Premises and the permitted use upon the Leased Premises.

12. Indemnity; Insurance.

- a. Village shall indemnify, defend, and hold the Church harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees, arising from (i) any breach or default by the Village under the provisions of this Lease Agreement, or (ii) from any gross negligence on or about the Leased Premises by the Village, its agents, contractors, or employees. In case of any action or proceeding brought against the Church by reason of such claim, the Village at Church's option, shall defend such action or proceeding by counsel reasonably satisfactory to Church.
- b. Village hereby agrees to maintain a liability insurance policy, naming the Church as an additional insured and covering the Church Property, in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury or death to any one person and not less than One Million Dollars (\$1,000,000.00) with respect to any one accident, and not less than Fifty Thousand Dollars (\$50,000.00) for property damage. If such coverage shall at any time lapse or be terminated, the Church shall have the right,

upon ten (10) days written notice to the Village, to terminate this Lease Agreement, if the Village has not presented proof of renewed coverage, in accordance with the terms hereof, within such period.

13. Limitation of Liability.

- a. Village shall exercise reasonable care to avoid damage to the Leased Premises, Excluded Premises, and driveway on the north side of the Church Property. Village shall not be liable for damage to the Leased Premises, Excluded Premises, and driveway on the north side of the Church Property due to Acts of God, including but not limited to extraordinary weather conditions. Village shall not be liable for personal injuries resulting from slip and fall accidents.
- b. Neither the Village nor its agents or employees shall be liable for any damage to either the person or property of the Church occurring on the Excluded Premises or driveway on the north side of the Church Property, nor for the loss of or damage to any property of the Church by theft or from any other cause whatsoever, nor for any injury or damage to persons or property or loss of or interruption to business of any nature.

14. Incidents on Church Property. For any and all actual or alleged incidents on the Church Property resulting in potential or apparent injury or damage, Church shall notify Village within 5 business days from the date Church is notified of the actual or alleged incident and use best efforts to assist in obtaining details and information required for any defense of litigation. Church agrees that if Church fails to notify Village, Church shall indemnify, defend, and hold harmless Village for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses, and attorney's fees arising from the incident.

15. Assignment and Subletting. Village shall not assign nor in any manner transfer this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part or parts thereof without the prior written consent of Church, nor permit occupancy by anyone other than Village's agents, contractors, employees, guests, or invitees.

16. Right of First Refusal. Church hereby grants Village a right of first refusal in favor of Village for the Church Property. If Church receives a bona fide offer from a prospective purchaser at a price and upon terms acceptable to Church, Church shall first offer to sell the Church Property to Village upon the terms and conditions contained in the offer. Church shall provide a true and complete copy of the offer to Village within three (3) business days of Church's receipt of the offer. Village shall have forty-five (45) days, exclusive of the day on which Buyer receives the offer from Church to exercise Village's right of first refusal with respect to the Church Property. Either party may record a memorandum of Village's right of first refusal in the Monroe County Clerk's Office at such party's expense and the other party agrees to cooperate with such recordation. If Church received a bona fide offer from a prospective purchaser, the parties agree to discuss in good faith potential subdivision of the Church Property whereby the parking lot on the Church Property may be sold to the Village.

17. Waiver of Subrogation. Church and Village and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or covered by insurance on the Church Property or covered by insurance in connection with

occurrences on or activities conducted on the Church Property regardless of the cause of the damage or loss.

18. Damage or Destruction. If the Leased Premises shall at any time be damaged or destroyed by fire or otherwise, Village shall have the right to terminate this Lease Agreement upon thirty (30) days' notice to Church.

19. Events of Default. The following events shall be deemed to be events of default by Village under this Lease Agreement ("Event of Default"): (a) Village has failed to maintain and/or snow plow any portion of the Leased Premises, the Excluded Premises, or the driveway on the north side of the Church Property pursuant to the terms of this Lease Agreement; or (b) Village has failed to comply with any other provisions of this Lease Agreement and shall not cure such failure within fifteen (15) days after Church, by written notice, has informed Village of such noncompliance.

20. Remedies. From and after an Event of Default, Church may, by serving thirty (30) days written notice upon Village, terminate this Lease Agreement. If Church gives Village notice of Village's default (the "Notice of Default"), the Notice of Default will not constitute an election to terminate the Lease Agreement unless Church expressly so states in the Notice of Default.

21. Notice. Any and all notices given in connection with this Lease Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth above. All notices shall be sent to the applicable party by personal delivery, or by first class certified mail, postage prepaid, return receipt requested and shall be deemed to have been given to the recipient party on the earlier of (a) the date it is delivered to the address required by this Lease Agreement; (b) the date delivery is refused at the address required by this Lease Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service indicates such notice to be undeliverable at the address required by this Lease Agreement. Any party hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

22. Miscellaneous.

- a. Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Lease Agreement.
- b. Any changes or modifications of this Lease Agreement must be in writing. This Lease Agreement supersedes any previous understandings or agreements between the parties relating to the Church Property.
- c. No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.
- d. This Lease Agreement shall be interpreted according to and shall be governed by the internal laws of the State of New York. Each party hereby irrevocably consents to the

exclusive jurisdiction of the courts located in and for the County of Monroe and State of New York and of the federal courts located in the Western District of New York for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Lease Agreement.

- e. CHURCH AND VILLAGE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER ON ANY MATIER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE AGREEMENT.
- f. Village hereby represents and warrants to Church that Village is not aware of any default by Village or Church of any of their respective obligations or covenants under the Original Lease.
- g. Church and Village represent they each have the requisite authority or approval, as applicable, to enter into this Lease Agreement, and to carry out the transactions contemplated hereby.
- h. Church covenants and agrees with Village that upon Village performing all of the Village's obligations contained herein, Village shall and may peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease Agreement. Church also represents to Village that the Church is the record owner of the Church Property.
- i. If any term, covenant or condition of this Lease Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement shall not be affected thereby and each term, covenant or condition of this Lease Agreement shall be valid and be enforced to the extent permitted by law.
- j. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided this paragraph shall not permit any assignment contrary to the provisions of this Lease Agreement.
- k. This Lease Agreement may not be modified, amended or terminated nor may any of its provisions be waived except by an agreement in writing signed by all of the parties hereto. The parties agree and acknowledge that this instrument does not give the Village any real property interest or estate of any kind or extent whatsoever in the Church Property.
- l. This Lease Agreement shall not be valid unless and until fully executed and delivered by Church and Village. This Lease Agreement may be executed in counterparts and all counterparts shall together constitute one and the same agreement of the parties. This Lease Agreement and any subsequent amendment hereto may be delivered either by a party or its counsel by PDF document via email to the other party or its counsel and the signatures so transmitted constitute original signatures and are binding on the party so signing.

**m. SEXUAL MISCONDUCT AGREEMENT FOR OUTSIDE GROUPS**

In accordance with the intent of the Sexual Misconduct Policy to create and maintain a place for all persons – but particularly children and youth – to meet and participate in activities free of sexual abuse, sexual harassment or sexual misconduct, the following shall apply to any outside groups (such as Boy Scouts, Alcoholics Anonymous, etc.) using Church facilities on a regular or periodic basis:

1. At the time of the initial signing of this Lease Agreement, and at least annually thereafter, a copy of the Sexual Misconduct Policy shall be provided to the Village by the Church.
2. The Village acknowledges receipt of the copy of the Sexual Misconduct Policy attached hereto as Schedule C and acknowledges that intentional violation of the Sexual Misconduct Policy by the Village shall be grounds for termination of this Lease Agreement upon thirty (30) days notice.
3. There is no connection (other than this Lease Agreement) between the Church and the Village, and the Church is not involved in any way in the selection, hiring, training or supervision of any employees, staff, or volunteers associated with the Village
4. The Village, and its agents, contractors, employees, guests, or invitees, shall not be considered mandated reporters pursuant to the Sexual Misconduct Policy.

*[Remainder of page left intentionally blank Signature page to follow.]*

IN WITNESS WHEREOF, Church and Village have duly executed this Lease Agreement as of the date first above written.

**UNION PRESBYTERIAN CHURCH OF  
SCOTTSVILLE**

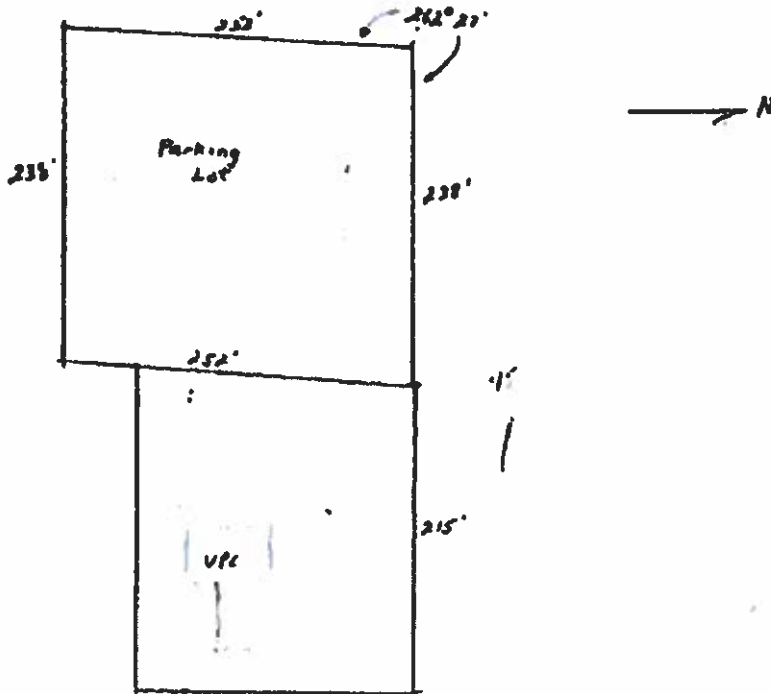
By: \_\_\_\_\_  
Name: Donald Archer Tubman, Elder  
Title: Church Corporation President

**VILLAGE OF SCOTTSVILLE**

By: \_\_\_\_\_  
Name: Maggie Ridge  
Title: Mayor

SCHEDULE A  
Parking Lot portion of the "Leased Premises"

COMMENCING at the point where the north line of lands owned by the Union Presbyterian Church intersects the west line of Browns Avenue; thence proceeding westerly along said northerly line of Church lands a distance of 215.50 feet to the point and place of beginning of the parcel herein leased, thence: (1) continuing westerly along said northerly line a distance of 238 feet to a point; thence (2) southerly on a line forming an exterior angle of  $262^{\circ} 27' 00''$  with course one herein, a distance of 252 feet to a point; thence (3) easterly on a line parallel with course one herein, a distance of 238 feet to a point; thence (4) northerly on a course parallel with course two herein, a distance of 252 feet to the point and place of beginning.





SCHEDULE B  
Baseball field portion of the "Leased Premises"

FORM 682X N.Y. DEED - WARRANTY  
State of N.Y. Chap. 548

3273 99  
TOWN OF SCOTTSVILLE, N.Y.  
N.Y. LAW FIRM PUBLISHING SERVICE

73714

# This Indenture,

Made the 7<sup>th</sup> day of May  
Nineteen Hundred and Sixty

Between

L. C. STUBBS IRISH, residing at 213 Anna Street, Dayton, Ohio

party of the first part, and

UNION PRESBYTERIAN CHURCH OF SCOTTSVILLE, Scottsville,  
Monroe County, New York,

Witnesseth that the party of the first part, in consideration of  
One \_\_\_\_\_ Dollar (\$1.00 -----)

lawful money of the United States,  
paid by the party of the second part, do so hereby grant and release unto the  
party of the second part, its distributees and assigns forever, all  
THAT TRACT OR PARCEL OF LAND situate in the Village of Scottsville, Town of West-  
land, Monroe County, New York, bounded and described as follows: On the west by  
the west line of the farm conveyed to Dyer D. S. Brown by Freeman Mason and wife  
by deed recorded in Monroe County Clerk's Office on April 25, 1856 in Liber 131 of  
Deeds, page 196; on the south and east by a broken line described as follows:  
Beginning on the west line of said farm above mentioned at the north bank of the  
Mill Race; thence along the race bank and through the marsh by the following four  
courses, north 50° 25' east 149.16 feet, north 11° 25' east 73.92 feet, south 73°  
35' east 207 feet, north 10° 10' east 252 feet to the southerly line of a parcel  
of land conveyed to Board of Education of Union Free School District No. 1 in the  
Town of Westland, by Selden S. Brown, et al, by deed recorded in Monroe County  
Clerk's Office on August 3, 1910 in Liber 826 of Deeds, page 493; on the north by  
the south line of said parcel conveyed by said deed recorded in said Liber 826 of  
Deeds, page 493 and the southerly line of said parcel extended in a straight line  
westerly to the west line of said farm.

This conveyance is made subject to the rights and privileges heretofore granted  
for drainage into and through the present ditch across the property hereby conveyed.

**SCHEDULE C**  
**Sexual Misconduct Policy**

