

Village of Scottsville
Board of Trustees Meeting
Tuesday, June 9, 2026 6:00 pm
Wheatland Municipal Building

Board of Trustees: AJ Peck, Mayor
William Barham-Burns, Deputy Mayor
Charla Domina, Trustee
Randy Hess, Trustee
Wayne LaVair, Trustee

Agenda

1. **Call to Order** Mayor AJ Peck called the June 9, 2026 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, May 12, 2026

Motion made by Trustee _____ and seconded by Trustee _____ to approve the minutes of the *Tuesday, May 12, 2026* Budget Meeting as submitted.

Vote: *Carried (-)*

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

5. **Public Before the Board**
Forestry Board

6. **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 June 9, 2026 and prepaid bills with General Payables totaling \$ _____.

Vote: *Carried (-)*

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

Treasurers Report:

Budget Transfers:

Motion made by Trustee _____ and seconded by Trustee _____ to approve the budget transfers as listed above from the June 2026 Treasurers Report.

Vote: *Carried (-)*

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

Amendment for PTNY Canawaugus Park sign grant

Motion made by Trustee _____ and seconded by Trustee _____ to accept the Parks and Trails NY grant for signage and a pollinator garden at Canawaugus Park in the amount of \$5266.62 and to authorize the Treasurer to make the necessary amendments.

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

Villager Construction

Motion made by Trustee _____ and seconded by Trustee _____ to allow the Mayor to sign the agreement with Villager Construction to mill and repave the parking lot at Johnson Park and level out the skate park in an amount not to exceed \$ _____.

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

7. **Department Reports**

a) **DPW – Kenny Bohn**

Declare Surplus

Motion made by Trustee _____ and seconded by Trustee _____ to declare _____ as surplus and advertise for a closed bid.

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

Johnson Park Madeleine's Memorial Bench

b) **Building Inspector/Code Enforcement Officer – Doug Barber**

Building Dept:

Fire Marshal:

Code Enforcement:

c) **Clerk – Anne Hartman**

SummerFest – Mural

Website ADA compliant

Taxes

Johnson Park slide and Wheatland Rec starting in July
 Canawaugus Park Sign

McCarthy Tent and Stage Rental

Motion made by Trustee _____ and seconded by Trustee _____ to authorize the mayor to sign the agreement with McCarthy Rentals for a tent and stage for SummerFest in an amount of \$2,347.00.

Vote: Carried (-)

Mayor AJ Peck	Deputy Mayor William Barham-Burns
Trustee Charla Domina	Trustee Wayne LaVair
Trustee Randy Hess	

8. **Trustee Updates:**

Deputy Mayor William Barham-Burns - Grants

Trustee Wayne LaVair – DPW

Trustee Charla Domina – Procurement and ARPA

Trustee Randy Hess – Historic Commission

9. **Mayor's Reports – AJ Peck**

Planning Board/Zoning Board of Appeals

10. **Old Business**

Johnson Park
 Scott Crescent

11. **New Business**

Step Increase

Motion made by Trustee _____ and seconded by Trustee _____ to promote Matthew Bohn to Laborer Class I - Step 3 effective on his anniversary date of May 25, 2026.

Vote: Carried (-)

Mayor AJ Peck	Deputy Mayor William Barham-Burns
Trustee Charla Domina	Trustee Wayne LaVair
Trustee Randy Hess	

Schedule a Public Hearing for a Three-Way Stop at Browns Ave and Maple St.

Motion made by Trustee _____ and seconded by Trustee _____ to schedule a Public Hearing on July 14, 2026 at 7:00 pm at the Wheatland Municipal Building, 22 Main St., Scottsville, NY 14546 to consider Local Law 3-2026 TO AMEND THE VILLAGE CODE OF THE VILLAGE OF SCOTTSVILLE CHAPTER 162 SECTION 162-10 STOP INTERSECTIONS.

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

Gutters at Johnson Park

Motion made by Trustee _____ and seconded by Trustee _____ to allow the Mayor to sign the proposal from All County Gutter Co. to install new gutters on the pavilion at Johnson Park in an amount not to exceed \$9,481.95.

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

Firefly Studios LLC Liquor License

Motion made by Trustee _____ and seconded by Trustee _____ to allow the Mayor to issue a letter to the New York State Liquor Authority to allow Firefly Studios, LLC to serve wine and beer at SummerFest, Johnson Park from 10:00 am – 8:00 pm on August 1, 2026, pending receipt of liability insurance.

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

12. **Executive session**

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

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

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

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

13. **Adjournment**

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

Vote: Carried (-)

Mayor AJ Peck
Trustee Charla Domina
Trustee Randy Hess

Deputy Mayor William Barham-Burns
Trustee Wayne LaVair

Village of Scottsville
Board of Trustees Meeting
Tuesday, May 12, 2026 6:00 pm
Wheatland Municipal Building
Meeting Minutes

Call to Order Mayor AJ Peck called the May 12, 2026 Village of Scottsville Board of Trustees to order at 6:00 pm.

Pledge of Allegiance to the Flag

Roll Call

Present: AJ Peck, Mayor
William Barham-Burns , Deputy Mayor
Charla Domina, Trustee
Randy Hess, Trustee
Wayne LaVair, Trustee

Also Present: Lauren Baron, Attorney
Paula Parker, Treasurer
Kenny Bohn, DPW Supervisor
Anne Hartman, Clerk
Members of the Forestry Board
4 Residents

Approval of Minutes

Village Board Meeting Minutes

Tuesday, April 14, 2026

Motion made by Mayor AJ Peck and seconded by Deputy Mayor William Barham-Burns to approve the minutes of the *Tuesday, April 14, 2026 Village Board Meeting* as submitted.

Vote: *Carried (5-0)*

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Public Before the Board

Forestry Board, Michael Souers: the village plants trees in the ROW to establish a healthy urban forest, the Forestry Board was established in 2011 to address the trees on Rochester St. The Forestry Board will present a presentation at the June meeting to explain the purpose of the Forestry Board.

Kevin Marks, PTNYI Love My Park Day well attended
Oatka Hotel a good candidate for Restore NY Grant
CMP rough draft coming together, we will need to bring GFLRPC back in to assist, planning another community workshop in June or July.
Asked Attorney if the CMP will need legal review. Atty. Baron advised only if there are proposed zoning changes.

Treasurer – Paula Parker

Pay Bills:

Motion made by Mayor AJ Peck and seconded by Deputy Mayor William Barham-Burns to approve payables as listed on the AP Check Register Report through May 12, 2026 and prepaid bills with General Payables totaling \$ 35,789.30.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Expenses:**Overspent Lines 2025-2026**

			Why?
A.5410.25	Sidewalk Project (Briarwood) Briarwood/Diana Dr.	2,551.11	Crosswalk on
A.1670.4	Printing / Mailing Expenses	11.89	overspent line (postage)
TOTAL		\$ 2,563.00	

Suggested Budget Appropriations/Transfers

Account Code	Descriptions	To	From
Transfers for above noted accounts: 2025/2026 Fiscal Year			
Expenses: TO COVER ABOVE ACCOUNTS:			
A.5410.25	Sidewalk Project (Briarwood)	2,555.00	Crosswalk
A.8140.25	Drainage Project (Briarwood) Crosswalk		\$ 2,555.00
A.1670.4	Printing / Mailing Expenses	\$ 15.00	Overspent line - postage
A.1410.4	Clerk's Contractual Expenses		\$ 15.00
Overspent line – postage			

Suggested Board Resolution:

Transfer funds within Sidewalk and Drainage Departments for Briarwood/Diana Drive crosswalk installation.

Transfer funds from Clerk's Expenses to Postage to cover overage in Postage account

Budget Transfers:

Motion made by Mayor AJ Peck and seconded by Deputy Mayor William Barham-Burns to approve the budget transfers as listed above from the May 2026 Treasurers Report.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Updates: Sidewalk/Gutter the CHIPs claim is pended-an ADA crosswalk has to be installed on the corner of Briarwood and Diana Drive.

Sidewalk/Gutter Amend Hynes contract with change order \$6,255 for crosswalk on Briarwood & Diana Drive.

Budget 26-2027 All reports have been filed with the State and County. Taxes will be levied on June 1, 2026.

Out of District Garbage Fees

Motion made by Mayor AJ Peck and seconded by Deputy Mayor William Barham-Burns to raise the fees for out of district refuse and recycling pick up to \$500.00 annually starting June 1, 2026.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

MMB Review

Motion made by Deputy Mayor William Barham-Burns and seconded by Trustee Wayne LaVair to authorize the mayor to sign the agreement with Mengel Metzger Barr and Co. for a review of book, bank statements, minutes processes and procedures for the fiscal year ending May 31, 2026 in an amount not to exceed \$7,950.00.

Vote: Carried (4-0-1 Abstention)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	ABSTAIN		

Hynes – Briarwood Lane

Motion made by Trustee Wayne LaVair and seconded by Deputy Mayor William Barham-Burns to authorize the Mayor to sign the contract with Hynes Construction to expend \$6,255.00 to install a crosswalk at Briarwood and Diana Lanes to comply with the ADA requirements set forth by NYSDOT in order to recover funds from CHIPS.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Motion made by Trustee Randy Hess and seconded by Trustee Wayne LaVair to authorize the Mayor to sign the contract with Hynes Construction to remove and replace 1200 linear feet of gutter and remove the asphalt drainage and replace with a concrete sidewalk, repair driveways and relocate mailboxes in an amount not to exceed \$167,000.00 and to allow the mayor to make a change order not to exceed \$5,000.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Department ReportsDPW – Kenny Bohn

Snowflakes vs. pre-lit garland
 Speed bump on Grove St.
 Bags and brush
 Finish stump grinding
 Mowing and string trimming
 Vehicle maintenance – 1Ton oil change
 DEC complaint
 Scrap metal
 Stakeouts
 New mower delivered
 Met with Villager for JP
 Started sidewalks at JP
 Will set up account to order shingles for salt shed

Building Inspector/Code Enforcement Officer – Doug BarberBuilding Dept:

Permits Issued
 11 Church Street – Fence
 494 North Rd – Deck

67 Browns Ave- EV Charger install
 32 Diana – Basement Egress Window
 35 Oakwood Lane – Garage Repair after vehicle hit corner
 20 Caledonia Ave- Roof
 221 Briarwood Lane – Deck Replacement
 10 Wyvil Ave- Roof

Closed Permits

18 Beckwith – Roof
 14 Browns Ave- Roof
 24 Rochester Street – Roof
 32 Diana Drive – Egress window
 6 East Genesee- Roof
 201 Briarwood – Roof
 12 Church – Generator

PB/ZB

32 Main Street possibly opening up a gym, questions regarding apartment that was approved in the rear. No new information given to village

HB

Rochester St – Siding approval
 Sending letters out to residents who have done some projects without obtaining a CofA from the Historical Board.

Code Enforcement

Reminder to residents that chickens need a permit and no free-range chickens are allowed in the Village
 Piles of crushed stone/blacktop have been removed or laid out behind 39 Main in rear parking lot off Scott Crescent
 Letter sent to 17 Main about falling debris from the building. The owner is getting a dumpster to clean up the property.

Fire Marshal

Reminder to residents, NYS burn ban will be in effect from March 16th –May 14th, 2026
 What is Prohibited - Burning brush, leaves and yard debris
 What is Allowed - Small, supervised campfires less than 3ft high, less than 4feet long using charcoal or clean untreated wood.
 Parade permit issued for Memorial Day parade.

Misc

Updated list of building permits sent to the town Assessor

Clerk – Anne Hartman

Memorial Day Parade, May 25 at 9:30 am. Candy Mayor Peck and Deputy Mayor William Barham-Burns will be marching

Canawaugus Park sign – grant money is ready to spend, next step is to discuss a design

FOIL Request – Insurance policy

Attorney RFP letters sent out

SummerFest – Flower City Cornhole will organize the tournament

McCarthy Tent and Stage Rental

Motion made by Trustee Wayne LaVair and seconded by Deputy Mayor William Barham-Burns to authorize the mayor to sign the agreement with McCarthy Rentals for a tent and stage for SummerFest in an amount not to exceed \$2,272.50.

Vote: *Carried (5-0)*

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Vacation Carryover

Kenny Bohn	100 hours vacation
Matt Bohn	80 hours vacation
Anne Hartman	100 hours vacation

Motion made by Mayor AJ Peck and seconded by Trustee Randy Hess to allow the employees to carryover up to 100 hours of unused vacation time to the 2026-2027 fiscal year, carryover hours must be used by December 31, 2026.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Trustee Updates:

Deputy Mayor William Barham-Burns - Grants
32 Main St planning to open in the Fall

Trustee Wayne LaVair – DPW
Need an updated quote from Villager

Trustee Charla Domina – Procurement and ARPA
Gathered quotes for Johnson Park pickleball, playground pieces and floor scrubber.

Trustee Randy Hess – Historic Commission
Next meeting May 18

Mayor's Reports – AJ Peck

Planning Board/Zoning Board of Appeals
Oatka Hotel getting a dumpster this weekend to clean out
Solar grant needs to be spent – ideas – solar charging bench, lights
Attending NYCOM this week

Old Business

Floor Cleaner – gather more quotes
Johnson Park/Pickleball – once we get the Villager quote we will know how much ARPA money is left

New Business**CDBG 2026**

Awarded 69,490 for the gutter replacement on the west side of Briarwood Lane, work to begin summer 2027

Step Increase – TABLED until an employee review can be done.

Motion made by Trustee _____ and seconded by Trustee _____ to promote Matthew Bohn to Laborer Class 1 - Step 3 effective on his anniversary date of May 25, 2026.

Handbook Review

Deputy Mayor Barham-Burns will meet with the Clerk to make recommendations to the Board.

Executive session

Motion made by Mayor AJ Peck and seconded by Trustee Wayne LaVair to enter into executive session at 8:18 pm to discuss a particular employee matter.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Motion made by Mayor AJ Peck and seconded by Deputy Mayor William Barham-Burns to adjourn executive session and return to regular session at 8:23 pm.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

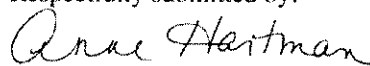
Adjournment

Motion made by Mayor AJ Peck and seconded by Deputy Mayor William Barham-Burns to adjourn the Village Board meeting at 8:24 pm.

Vote: Carried (5-0)

Mayor AJ Peck	AYE	Deputy Mayor William Barham-Burns	AYE
Trustee Charla Domina	AYE	Trustee Wayne LaVair	AYE
Trustee Randy Hess	AYE		

Respectfully submitted by:


 Anne Hartman
 Village Clerk



80 SOVRAN DR
 WEBSTER, NY 14580
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Quote
 Quote #: q48770-1

Event Beg: Sat 8/ 1/2026 9:00AM
 Event End: Sat 8/ 1/2026 12:00PM
 Operator: Jamie Peskor

Customer #: 22541

VILLAGE OF SCOTTSVILLE
 22 MAIN ST
 SUITE 3
 SCOTTSVILLE, NY 14546

Phone 585-889-6050

Ordered By: ANNE HARTMAN 585 889-6050

Delivery Fri 7/31/2026 8:00AM - 8:00PM
 ANNE HARTMAN 585-889-6050
 JOHNSON PARK
 3 BROWNS AVE
 SCOTTSVILLE, NY 14546

Pickup Mon 8/ 3/2026 8:00AM - 8:00PM
 ANNE HARTMAN 585-889-6050
 JOHNSON PARK
 3 BROWNS AVE
 SCOTTSVILLE, NY 14546

Qty	Items Rented	Each	Price
1	30'X45' POLE TENT	\$1,215.00	\$1,215.00
5	BLACK, 10'X1' SKIRT	\$10.00	\$50.00
1	12'X24'X1' STAGE, STAGING CONCEPTS	\$864.00	\$864.00
1	DELIVERY (10% OF RENTALS)	\$213.00	\$213.00
1	DELIVERY, 14546	\$0.00	\$0.00

****THIS IS A QUOTE** NO ITEMS ARE BEING HELD. Pricing is valid for 30 days. There is no guarantee of product availability without deposit.**

Quote

THIS IS A QUOTE! NONE OF THE RENTAL ITEMS ARE BEING HELD OR RESERVED. TO CONVERT TO A RESERVATION AND HOLD THESE ITEMS. PLEASE CONTACT US FOR NEXT STEPS. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
 *If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.
 *All China/Glassware must be rinsed free of any content or a cleaning fee will be assessed
 *Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.
 *Customer is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.
 *LESSEE AGREES TO PAY A 50% CANCELLATION FEE ON TENT AND TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER within 14 days prior to the delivery date.
 *FINAL COUNTS are due 14 days prior to the delivery date. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!
 *ALL DEPOSITS ARE NON REFUNDABLE but transferrable within ONE (1) year!
 *Read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines.

Rental:	\$2,129.00
Damage Waiver:	\$5.00
Sales:	\$213.00
Subtotal:	\$2,347.00
Total:	\$2,347.00
Paid:	\$0.00
Amount Due:	\$2,347.00

Signature:

VILLAGE OF SCOTTSVILLE

TERMS AND CONDITIONS OF RENTAL CONTRACT - MCCARTHY TENTS & EVENTS AND NOLAN'S RENTAL

For good and valuable consideration, you and McCarthy Tents & Events, LLC, a New York limited liability company, d/b/a "McCarthy Tents & Events" and d/b/a "Nolan's Rental" (also referred to in this Contract as "MT&E," "Lessor," "we," "us" and "our") agree as follows:

1. **Definitions:** As used herein, "P.1" means your Reservation, Contract, Order or other similar writing included herewith, identifying the item(s) being rented to you hereunder. "Contract" means P.1 together with these Terms and Conditions. "Rented Item(s)" or "item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section (or "S") 4 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1.
2. **Transaction:** You agree to rent the Rented Item(s) from MT&E for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by MT&E. Unless otherwise specifically agreed by MT&E, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will be increased for overtime, overuse, misuse, and abuse. No allowance will be made for time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay MT&E (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 50% of the Estimated Rent) prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) MT&E may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are NON-REFUNDABLE except as otherwise agreed to by McCarthy. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of MT&E.
3. **Site:** You will ensure the Site is clean, safe, flat, dry, secure, and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, setup, installation and/or retrieval) of any Item(s), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be liable for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless MT&E. If you are not present upon our delivery, installation, or retrieval of any Item(s), you agree to accept the statements of our agents regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).
4. **Instructions:** Upon your execution of this Contract (and upon any later delivery to or receipt by you or your agent(s) of the Rented Items, unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is complete and in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by MT&E; and: (b) you: (i) have received, read and understand all training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all applicable Fire and Building Codes, EPA, OSHA, ANSI, ASME, IEEE, IBC, IFCC, NFPA, SAI and other standards) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully and timely comply with the same; (iii) will timely obtain all applicable licenses, authorizations, permits and approvals as well as the consent(s) of the owner(s) of the Site, advise the appropriate Utilities Protection Service, and clearly and properly mark all underground lines and cables (call 811 and go to www.call811.com at least 3 full business days in advance; (iv) will not permit the use or storage of fire sources, open stoves or flammables (excluding chafing dishes) inside of or unreasonably close to any Rented Item; (v) will immediately cease using any Rented Item that breaks down, malfunctions or proves defective (a "Malfunction"); (vi) will ensure that adequate and proper power, heating and lighting are provided to and for the benefit of all Rented Item(s) at all times; (vii) will immediately notify MT&E and the local police in the event of any accident or theft of or involving any Rented Item(s); and (viii) will cause all others to fully comply with this Contract at all times.
5. **Malfunctions:** In the event of a Malfunction as defined in § 4, you agree to immediately notify and return the Malfunctioning Item to MT&E, and provided such Malfunction did not result from or in connection with any wrongful or negligent act(s) or omission(s) of, or any breach of this Contract by, you or anyone you permit to use, occupy or otherwise deal with any Rented Item(s) (including your guests and invitees), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental, and consequential damages).
6. **Title:** Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), MT&E owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term, subject however, to your obligation to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. We may substitute, sell and/or assign any Rented Item(s) and/or all or any part of our interests therein and/or in this Contract at any time, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of MT&E.
7. **SAFETY WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, EXTREME CARE WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity (IMPORTANT: Chairs typically have a capacity limit of 250 lbs., DO NOT ALLOW PERSON(S) WHO WEIGH MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY US); (iii) at the Site; (iv) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times.**
8. **SAFETY PRECAUTIONS:** You shall not, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS AND ALCOHOL, WHETHER OR NOT LEGAL); (ii) use open flames other than chafing dishes, in or under any rented tent, and (iii) abuse, misuse, overuse, conceal, place in storage with any third party, repair, modify, damage, or expose rented items to any hazard or potential harm. YOU ALSO AGREE TO (A) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT LEAST 21 YEARS OF AGE AT ALL TIMES; (B) POST AN OSHA-COMPLIANT EVACUATION PLAN ON OR NEAR EACH TEMPORARY STRUCTURE INCLUDED IN THE RENTED ITEM(S); AND (C) EVACUATE, AND PERMIT MT&E TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL RENTED ITEM(S) (without obligating us to do so) IF ANY HAZARD (INCLUDING WITHOUT LIMITATION, SEVERE WEATHER) OCCURS OR THREATENS.
9. **Insurance:** You agree to maintain policy(ies) of insurance we may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; and (c) workers' compensation insurance. All such policies shall, to the maximum extent possible: (i) name MT&E as an additional insured and loss payee; (ii) waive subrogation against MT&E; (iii) be primary and non-contributory; (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint MT&E as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.
10. **Damage Waiver:** If and only if, we have offered, and you have paid for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 90% of the repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of; (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, invitees, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); and (b) 10% of all repair and replacement costs across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 9 LDW IS NOT INSURANCE. NOR IS IT A WARRANTY.
11. **NO WARRANTIES: ALL OF THE ITEM(S) ARE PROVIDED "AS-IS." NEITHER MT&E NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, CONTAMINATION AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED HEREIN, NOR DOES MCCARTHY TENTS & EVENTS, LLC OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY MT&E OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**
12. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY, LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, CLEANING, DISINFECTING, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, MCCARTHY TENTS & EVENTS, LLC, EACH TPO, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 5, (C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.**
13. **Protection and Return:** You agree to protect, properly maintain, and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination, burns, cuts, stains, discoloration, adhesive, tape, and debris, in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, all costs of cleaning, repairs, maintenance and/or replacement(s) of/ to the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons, or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.
14. **General Provisions:** We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via GPS and/or telematics) any Item(s) at any time, and all information obtained will be our property. You consent thereto and waive all associated claims and damages. You grant to MT&E a perpetual, royalty free, worldwide, right and license to create, edit, display, and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of force majeure, or any other event, fact or circumstance beyond our reasonable control

(including fire, flood, storm, earthquake, tsunami, war, terrorism, power surge or outage, epidemic, pandemic, and governmental and regulatory actions), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we receive from you hereunder for the Item(s) identified on P.1. You will pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs, and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election or waiver of any of our rights or remedies, all of which are cumulative.

15. **Default:** Your Rental is a "net" rental. Your obligations under this Contract are absolute and unconditional, and will not be subject to any abatement, reduction, set-off, counterclaim or deferment, if you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and MT&E, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt, or (d) die or cease conducting business; (e) if MT&E shall deem itself insecure, or if any Rented Item(s) shall be lost or unless covered by LDW per § 10, damaged, you will be in default under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are cumulative.
16. **Miscellaneous:** This Contract, and any "Addenda" we provide, (including without limitation, our Evacuation Plan Guidelines, Safety Rules and Inspection and Acceptance Certificate) each of which is incorporated herein, constitute(s) the entire agreement between you and MT&E, superseding all other agreements and representations. The terms of this Contract are severable. If any provision shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, McCarthy Tents & Events, LLC, the other indemnitees and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto). This Contract shall be interpreted and enforced under the laws of New York. At the option of MT&E, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding ARBITRATION before a single arbitrator selected by MT&E at the offices of the American Arbitration Association located in or nearest to Rochester, NY. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state, and local courts located in or nearest to Monroe County, NY (unless waived by MT&E). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. EACH PARTY HEREBY WAIVES ITS RIGHTS TO: (A) PARTICIPATE IN ANY JOINT, COLLECTIVE OR CLASS ACTION, AND (B) TRIAL BY JURY. Digital, electronic, photocopied, and facsimiled signatures and initials appearing hereon will be deemed originals. **WARNING:** Important consumer protections may not apply if this Contract indicates that Lessee is leasing the Rented Item(s) primarily for agricultural, business, or commercial use.
17. **WARNING:** Wrongfully obtaining, exercising control over, or diverting the use of, the property or services of another may be deemed THEFT exposing you to civil liability and/or CRIMINAL PENALTIES. See New York Penal Law § 165.15, et seq, and its/their successor provision(s) for details. LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE Copyright © EquipmentRentalContracts.com, LLC. All rights reserved. Unauthorized reproduction and/or distribution expressly prohibited.

**LOCAL LAW NUMBER 3 OF 2026 TO AMEND THE VILLAGE CODE
OF THE VILLAGE OF SCOTTSVILLE
CHAPTER 162 SECTION 162-10 STOP INTERSECTIONS**

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 162, Section 162-10 of the Village Code of the Village of Scottsville titled “Stop intersections” shall be amended as follows to add a second stop intersection on Brown’s Avenue at the intersection of Brown’s Avenue and Maple Street as follows with deleted text shown with a strike-through and new text shown in red:

The following intersections in the village are hereby designated as stop intersections, and stop signs shall be erected at entrances to such intersections as follows:

Name of Street	At Intersection of	Direction of Travel
Briarwood Lane	Diana Drive	All (3-way stop)
Brown’s Avenue	Beckwith Avenue	West (all-way stop)
Brown’s Avenue	Church/Second Street	Northwest (all-way stop)
Brown’s Avenue	East (West) Cavalier	East
Brown’s Avenue	Edson Street	West
Brown’s Avenue	Maple Street	East All (3-way stop)
Brown’s Road	East (West) Grenadier Road	East
Caledonia Avenue	Bowerman Road	North
Caledonia Avenue	Scott Crescent	Southwest
Chili Avenue	Diana Drive	West
Diana Drive	Briarwood Lane	Southeast
Diana Drive	Heather Lane	South
East Cavalier Road	West Cavalier Road	East
Genesee Street	Oatka Place	South
Hanford Avenue	Wyvil Avenue	North
Main Street	Hanford Avenue	South
Main Street	Race Street	South
Main Street	River Road	West (stop both ways)
Main Street	Wyvil Avenue	South
Main Street/Caledonia Avenue	Chili Avenue	Southeast
North Cavalier	East Grenadier Road	West
North Road	Briarwood (Diana) Lane	North

North Road	Brown's Avenue/Brown's Road	Both
North Road	Fairview Drive	South
North Road	Grove Street	North
North Road	West Cavalier/North Cavalier	Both
North Road	Wheldon Street	North
Oakwood Lane	Brown's Grove	Southwest
Rochester Street	East Genesee Street/Genesee Street	Both
Rochester Street	Grove Street	Southeast
Rochester Street	Oakwood Lane/Beckwith Avenue	Both
Rochester Street	River Road	North
Rochester Street	Second Street	East
Scottsville-West Henrietta Road	Brown's Grove	South
West Cavalier Road	East Cavalier Road	West

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.