

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

Agenda

1. **Call to Order** Mayor Maggie Ridge called the October 11, 2022 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, September 13, 2022
Motion made by Trustee _____ and seconded by Trustee _____ to approve the minutes of the *Tuesday, September 13, 2022* Village Board Meeting as submitted.
Vote: *Carried (-)*
Mayor Maggie Ridge
Trustee AJ Peck
Trustee Wayne LaVair
Deputy Mayor Andy Fraser
Trustee Nikki Whitmarsh
5. **Public Before the Board**
GUIDELINES FOR PUBLIC COMMENT:
 - The public may speak only during the Public Comment period of the meeting (limited to a total of thirty (30) minutes) and during any public hearing public comment section, or at such other time as a majority of the Board allows.
 - Speakers must step to the front of the room.
 - Speakers must give their name, address and organization, if any.
 - Speakers must be recognized by the presiding officer.
 - Speakers must limit their remarks to three minutes on a given topic.
 - Speakers may not yield any remaining time they may have to another speaker.
 - Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
 - All remarks must be addressed to the Board as a body and not to any member thereof.
 - Speakers must observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
 - Interested parties or their representatives may address the Board by written communications.
6. **Department Reports**
 - a) **Building Inspector/Code Enforcement Officer**
 - Permits Issued**
 - Permits Finalized**
 - Code Enforcement**
 - Developments/Projects**

New Items**Ongoing Items/Concerns****Upcoming****b) DPW – Ken Bohn & Todd Schwasman**

Recycling totes on one side of the street

Missed garbage pick-up fee

Light upgrade

Motion made by Trustee _____ and seconded by Trustee _____ to expend \$4,253.05 of ARPA money for the upgrade of exterior lighting at Johnson Park and the DPW garage the work being completed by Outdoor Lighting Perspectives of Rochester.

Vote: Carried (-)

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

Updates**c) Treasurer – Katie Garner****Pay Bills:**

Motion made by Trustee _____ and seconded by Trustee _____ to approve payables as listed on the AP Check Register Report through October 13, 2022 and prepaid bills with General Payables totaling \$ _____.

Vote: Carried (-)

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

Treasurers Report:**Budget Transfers:**

Motion made by Trustee _____ and seconded by Trustee _____ to approve the budget transfers as listed above from the October 2022 Treasurers Report.

Vote: Carried (-)

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

d) Clerk – Anne Hartman

Taxes: This is the last month for late payments to the Village

Newsletter

1989 fire truck

7. Trustee Updates:

Deputy Mayor Andy Fraser – Grants and Planning Board/Zoning Board of Appeals

Trustee AJ Peck – Procurement and ARPA

Trustee Wayne LaVair – DPW

Trustee Nikki Whitmarsh – Social Media and Communications

8. Mayor's Reports - Maggie Ridge

Halloween Door decorating contest has officially begun! Village residents are invited to participate by emailing a photo of their creations *no later* than October 17, along with their address and contact information to: villageclerk@scottsvilleny.org

Talks and Walks, Hikes and Bikes!

Two great events to showcase the natural and man-made beauty of Scottsville. Both events are the result of passionate people who are proud of our past with clear visions for our future:

- Thursday October 20 6:30 PM at Scottsville Free Library:

The Wheatland Historical Association will host Caitlin Meives, Director of Preservation for the Landmark Society. Her topic will be the importance of having a Historic District and what the Landmark Society can offer homeowners.

- Sunday October 23 at Johnson Park Pavilion:

The Friends of the Genesee Valley Greenway will host its annual meeting with an afternoon of free events including:

Hike or bike on the newly resurfaced Greenway, including the opportunity to visit the Genesee Valley Canal's only cut stone lock. A guided tour of the Rochester Street Historic District will be hosted by Village Historic Preservation Commission Chair and resident, Jim Yarrington.

The rest of the program will include a celebration of the 30 years on the Greenway, a dish-to-pass dinner followed by a brief business meeting. For more information and times for each event, visit: www.FOGVG.org

Nominations being accepted

It is that time of year when the **Wheatland Community Hall of Fame Salute to Excellence Committee** is collecting nominations for deserving candidates for both the Hall of Fame and Volunteers of Distinction recognitions.

The Committee would appreciate nomination input from the **Village of Scottsville** for consideration as we pull together this year's selections. The following link provides access to the Wheatland Community Hall of Fame web page that identifies previous honorees, there are also links to the nomination forms.

<https://www.wheatlandchamber.org/copy-of-community-hall-of-fame>

- Speed radar signs – now at the FedEx building on Jefferson Rd. DPW will pick them up and scope out locations to place them. Still waiting for permit application approval.
- Met with the Fire District to move forward on their mandatory referendum.

- Met with the Historical Preservation Commission. Doug Barber and I will attend their next meeting to clarify roles and responsibilities of each party.
- Kevin Marks, Steve Cullum, John Mancuso and I toured Bear's Playground facility to get an idea of their manufacturing process in preparation for their meeting and public hearing with the Planning/Zoning Board on Thursday, October 24.

9. **Old Business**

Subdivision
SEQRA
Clothing Allowance Policy
Vacation Policy

10. **New Business**

11. **Executive session**

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

Vote: Carried (-)

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

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 AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

12. **Adjournment**

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

Vote: Carried (-)

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

Village of Scottsville
Board of Trustees Meeting
Tuesday, September 13, 2022 6:30 pm
Wheatland Municipal Building

Call to Order Mayor Maggie Ridge called the September 13, 2022 Village of Scottsville Board of Trustees to order at 6:34 pm.

Pledge of Allegiance to the Flag

Roll Call

Present: Maggie Ridge, Mayor
Andy Fraser, Deputy Mayor
Wayne LaVair, Trustee
AJ Peck, Trustee

Absent: Nikki Whitmarsh, Trustee

Also Present: John Manucuso, Attorney
Katie Garner, Treasurer
Anne Hartman, Village Clerk
Approximately 15 residents

Approval of Minutes

Village Board Meeting Minutes

Tuesday, August 9, 2022

Motion made by Mayor Maggie Ridge and seconded by Trustee Wayne LaVair to approve the minutes of the *Tuesday, August 9, 2022 Village Board Meeting* as submitted.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

Monday, August 15, 2022

Motion made by Mayor Maggie Ridge and seconded by Deputy Mayor Andy Fraser to approve the minutes of the *Monday, August 15, 2022 Treasurer Meeting* as submitted.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

Public Before the Board

GUIDELINES FOR PUBLIC COMMENT:

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Speakers must step to the front of the room.

Speakers must give their name, address and organization, if any.

Speakers must be recognized by the presiding officer.

Speakers must limit their remarks to three minutes on a given topic.

Speakers may not yield any remaining time they may have to another speaker.

Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

All remarks must be addressed to the Board as a body and not to any member thereof.
 Speakers must observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
 Interested parties or their representatives may address the Board by written communications.

DJ Reynolds, Scottsville Fire Company: Fire Company was not aware that the lease terminated with the formation of the Fire District, is there still an opportunity to lease the ballfield for general recreation for firefighters and public.

Mayor Ridge responded it is open to discussion once the Village decides what to do with it.

Jay Coates states Fire Department was under the Village and Fire Company is separate a non-profit. Fire Company built the pavilion and ballfield to provide recreation for the firefighters.

The Village would be willing to meet to discuss in negotiations the use of the ballfield.

Department Reports

Building Inspector/Code Enforcement Officer

Building Inspector/ Fire Marshal:

39 Main Street - Bears Playgrounds has a Special Permit Application for the Planning Board regarding the purchase of the property for another location since their business is expanding.

CooperVision- Steel framing has been installed for the warehouse expansion. Project is moving along nicely with all necessary inspections completed.

Briarwood Apts rehab upgrades to the apartments are moving along. Certificate of Occupancies have been issued to all but two buildings. Site work has been progressing. Look for that project to be completed before winter.

Working with the Town Assessor on getting him all closed permits so updates can be made to properties tax files.

15 Rochester Street- Insurance companies and Emergency Enclosures have been working on the obtaining environmental permits from the state to close up the home and remove the debris piles on the outside. Keeping the Mayor in the loop as to the status of the home. Due to severity and contamination it's unfortunate, not a fast process. Update: Crews have been in to clean and board it up.

Few permits have been opened in the past month for smaller projects throughout the village and multiple permits have been completed and closed out.

Annual Fire inspections are ongoing and many businesses have had none to minimal violations.

Code Enforcement:

Working on having the last few junk cars removed from the closed repair garage on Rochester Street.

Was advised on another noise complaint about Heany Industries and will be setting up a Meeting with management to Hopefully Resolve.

Parking issues along main street will be ticketed, seems to be an issue again as of late.

DPW – Ken Bohn & Todd Schwasman

Removed trees at Johnson Park

Stump Removals

Reseeded and continued mowing both side streets

Micro paving on Grenadier, Cavalier, Browns Grove and Oakwood

Redid aprons in preparation for micro paving next year

Continue stump grinding on Main St. and repair disrupted sidewalks

Preparing for leaf season

The tractor is away at Caledonia Diesel awaiting repairs

Awaiting quotes for new lighting the DPW and Johnson Park and new doors on gas house and Johnson Park

Researching a new pickup from VanBortel, selection must be in by the order bank start in mid-October. We will need to decide on a color, size and package and show proof of commitment.

Safety trainings started

Two employees start the CDL class Sept 13 – Oct 20

Treasurer – Katie Garner

Pay Bills:

Motion made by Deputy Mayor Andy Fraser and seconded by Mayor Maggie Ridge to approve payables as listed on the AP Check Register Report through September 13, 2022 and prepaid bills with General Payables totaling \$82,030.73.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

Report

AUD is complete, need to submit

We will be overbudget on parks due to the extra cleaning.

Clerk – Anne Hartman

Park Permits

FOGVG

Motion made by Mayor Maggie Ridge and seconded by Trustee AJ Peck to waive the Johnson Park permit rental fee for the Friends of Genesee Valley Greenway annual meeting on October 23, 2022 and charge only the \$50 cleaning fee.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

Office Holiday Schedule

Wednesday, November 23, 2022	Close at noon (PTO)
Thursday, November 24, 2022	Closed, (Holiday)
Friday, November 25, 2022	Closed (Holiday)
Friday, December 23, 2022	Closed (PTO)
Monday, December 26, 2022	Closed, (Holiday)
Monday, January 2, 2022	Closed, (Holiday)

Motion made by Mayor Maggie Ridge and seconded by Deputy Mayor Andy Fraser to approve the holiday schedule as listed.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT

Trustee Wayne LaVair AYE

Trustee Updates:

Deputy Mayor Andy Fraser – Grants and Planning Board/Zoning Board of Appeals
39 Main St. we should find the most expedient resolution to facilitate this project

Trustee AJ Peck – Procurement and ARPA

Speed monitoring signs – Speeding throughout the Village especially on North Rd. Sheriffs have put out speed monitoring signs and decoy cars. We have looked into purchasing our own portable monitors that can be moved around the Village.

Mayor Ridge spoke to the three vendors from the quotes that Trustee Peck sought out. Trustee Peck and Mayor Ridge agree that battery operated would be better than solar (solar is not portable), and one company, Traffic Systems Incorporated, would be best. They are a local company with the best price and the non-proprietary batteries.

Motion made by Mayor Maggie Ridge and seconded by Deputy Mayor Andy Fraser to approve the expenditure of ARPA funds in the amount of \$4,850 plus freight for the purchase of two safety speed radar signs from Traffic Systems Incorporated.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Trustee AJ Peck	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

Trustee Wayne LaVair – DPW

Nothing to add to the DPW report discussion.

Trustee Nikki Whitmarsh – Social Media and Communications

Mayor's Reports - Maggie Ridge

- Met with Linda Dobson and Trail Town stakeholders to re-visit mission, clarify tasks and responsibilities, as well as strategize the path forward to ensure adherence to the parameters of the grant funding.
- Met with the Historic Preservation Commission regarding 15 Rochester Street – They are concerned with the condition of the property. There is not much the Village can do regarding the future of that property and any potential steps the Village and/or the HPC could possibly take are dependent upon what the homeowner decides to do. I expressed my concern about putting any additional pressure on the homeowners and to offer only our support for what path she decides to take.
- Sent a letter to the DOT authorizing a “crash pattern study” to be done on Rochester Street and request information regarding the placement of radar feedback signs. Also contacted Steve Brew, Patrick Gullivan and Marjorie Byrnes offices to make them aware of the importance of this issue. The DOT responded with a letter indicating they will review the location, as well as a permit application (and guidelines) for the signs.
- Did some additional research on the signs. AJ got the quotes –discussion is on the agenda.
- Met with Ram Shrivastava from Larsen Engineers and Todd at the DPW and walked the solar field. Ram is going to put together a proposal that will include some software so we can monitor the output and functionality of the panels and their electricity production.

- Met with Toby Pilato-she has been taking care of the little triangle park in the Village and we purchased mums for her to plant. I'm going to put a meeting together with Toby, Amy Sauers, and Silvia Benso to put these like-minded people together for a more coordinated effort.
- The Village was not awarded the ARPA grant, but the application is being held for further review if additional funding becomes available. There were 180 applications for a total ask of 2.25 billion dollars – funding pool was 144 million.

Old Business

Subdivision for Fire District Mandatory Referendum – There were no objections from the Planning Board and WSJFD Village will declare to be the lead agency for the SEQRA and rezoning of parcel

CDL Policy

Motion made by Deputy Mayor Andy Fraser and seconded by Trustee Wayne LaVair to approve the CDL Policy as drafted and added the Employee Handbook.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

New Business

Halloween decorating contest, no prizes, just bragging rights, we will put Trustee Whitmarsh in charge of this.

Clothing Allowance policy should be clarified as to calendar or fiscal year. Look at that for October

Vacation Policy Review: current policy is unclear for the first year. Trustee LaVair will bring in the County policy. County policy is based on an accrual method. This will require a change to the handbook

39 Main Street – Bears Playground, proposed use is for sale, manufacturing and distribution of playground equipment, current zoning does not permit. Best option is to grant a use variance or special use permit through the Planning and Zoning Board that will only apply to Bears Playground.

Bike Rack

Motion made by Deputy Mayor Andy Fraser and seconded by Mayor Maggie Ridge to transfer the ownership of the bike rack that was donated by the Girl Scout Troop to the Town of Wheatland.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

Executive session

Motion made by Mayor Maggie Ridge and seconded by Deputy Mayor Andy Fraser to enter into executive session at 7:35pm to discuss a particular employee matter.

Vote: Carried (4-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	ABSENT
Trustee Wayne LaVair	AYE		

Motion made by Mayor Maggie Ridge and seconded by Trustee Wayne LaVair to adjourn executive session and return to regular session at 8:58 pm.

Vote: Carried (4-0)

Mayor Maggie Ridge AYE
 Trustee AJ Peck AYE
 Trustee Wayne LaVair AYE

Deputy Mayor Andy Fraser AYE
 Trustee Nikki Whitmarsh ABSENT

Employee hourly rate increases effective as of October 1, 2022

Kenny Bohn \$29 per hour
 Todd Schwasman \$28 per hour
 Cole Hannah \$18 per hour
 Peter Depuy \$18 per hour
 Emily Clarke \$16.50
 Anne Hartman \$25 per hour
 Katie Garner \$24 per hour
 Doug Barber \$26 per hour

Motion made by Mayor Maggie Ridge and seconded by Trustee Wayne LaVair to increase the employee hourly rate effective as of October 1, 2022 as listed above.

Vote: Carried (4-0)

Mayor Maggie Ridge AYE
 Trustee AJ Peck AYE
 Trustee Wayne LaVair AYE

Deputy Mayor Andy Fraser AYE
 Trustee Nikki Whitmarsh ABSENT

Subdivision of the land at the fire hall

Mayor Ridge proposed a meeting between two members of the Village Board plus counsel and two members from the District plus counsel to discuss and clear up expectations. If a subsequent meeting is needed with the Fire Company that will be scheduled at a later date.

Adjournment

Motion made by Deputy Mayor Andy Fraser and seconded by Mayor Maggie Ridge to adjourn the Village Board meeting at 9:09 pm.

Vote: Carried (4-0)

Mayor Maggie Ridge AYE
 Trustee AJ Peck AYE
 Trustee Wayne LaVair AYE

Deputy Mayor Andy Fraser AYE
 Trustee Nikki Whitmarsh ABSENT

Office Copy
Rochester Colonial

MFG. CORP.

1794 Lyell Avenue, Rochester, New York 14606 • Phone: (585) 254-8191 • Fax: (585) 254-1760

The Window and Door Experts™

Date: 09-26-2022

To: Village Of Scottsville, D.P.W. of N.Y. **Project:** Highway Garage Gas House
Address: 22 South Main Street Suite 3 **Email:** dpw@scottsvilleny.org
Scottsville, New York 14546 **Phone:** 585-889-6050 D.P.W. 585-889-1584
Attn: Todd Schwasman cell 202-5744 **Fax:** 585-889-2505

Job Location: Highway Garage at 328 Scottsville Mumford Road Scottsville, New York 14546

Remove the existing **Gas House** steel door, frame, and hardware and dispose of all debris from the job site. Reuse the customers lockset and install on the new door.

Furnish & Install:

- (1) Ceco 16 gauge 2/8 x 6/8 x 5 3/4" primed galvanized welded steel door frame and anchor hardware.
- (1) Ceco 18 gauge 2/8 x 6/8 Flush primed galvanized and insulated flush steel door.

Hardware Package Includes;

- (3) Hager BB1279 4 1/2" x 4 1/2' NRP/USP ball bearing hinges. (1) Hager 5200 commercial door closer.
- (1) Pemko 2548 x 36" x aluminum saddle threshold. (1) Pemko 303APK perimeter door seal.
- (1) Hager 750S x 36" x aluminum door sweep

The Highway Garage Gas House Door, Frame, Hardware Installed At: \$3,986.00

Project is figured tax exempt and at Prevailing Wage. Signed Contract And Purchase Order.

Subject to terms and conditions attached to proposal.

Customer: Village Of Scottsville, D.P.W. of N.Y.

Accepted by: _____

This proposal is subject to the following terms and conditions:

1. **Payment terms:** No work, including the ordering of products, will begin until receipt of deposit. The balance after deposit is due upon substantial completion or, if supply only, at the time of delivery, unless otherwise noted above. Minor defects or problems are warranty items and cannot be the basis for withholding payment. If there are minor items that remain uncompleted, you may only hold back payment for the reasonable value of the incomplete item(s). If the installation or delivery of product is delayed at your request, the balance is due at the time of such request. If you fail to pay the balance when due, interest in the amount of 1 ½ % per month will be added to your balance.
2. **Warranty:** Products purchased under this proposal are warranted by their manufacturer. In addition, Rochester Colonial warrants that the completed work shall be free from defects caused by faulty workmanship of its employees for a period of one year from that date of substantial completion. **Rochester Colonial makes no other warranty, express or implied, including warranties of merchantability or fitness for a particular purpose.** Rochester Colonial will not be liable for any indirect, incidental or consequential damages, including but not limited to lost profits, loss of income, or inconvenience. Regardless of the nature of any claim, including but not limited to warranty or breach of contract claims, Rochester Colonial's maximum liability (inclusive of interest and all other costs) under any circumstance shall be the contract price. Rochester Colonial's warranty is suspended during any period of non-payment, and is not extended if payment is later made. The warranty is void if any of the work is serviced or modified by anyone other than Rochester Colonial. Condensation is the natural result of excess moisture, does not indicate a faulty product, and is not covered under this warranty. Problems or defects caused by abuse, misuse, and improper maintenance are not covered under warranty.
3. **Time of performance:** Dates for delivery and/or commencement or completion of work are estimates only. These dates may change materially due to delays in shipment from vendors, material or labor shortages, weather conditions, and other circumstances beyond the control of Rochester Colonial. These dates are not of the essence. If performance is unreasonably delayed through no fault of Rochester Colonial, the contract price may be adjusted to reflect increases in cost of labor and materials.
4. **Asbestos, lead and other hazardous substances:** This proposal excludes any work to remove or otherwise abate, handle or treat asbestos, lead or any other substances that are deemed by any governmental authority to be hazardous, and it is your responsibility to test for such substances. Should such substances be discovered at any time before or during the performance of the work, you shall take appropriate measures to remove, abate, handle or treat such substances at your expense in accordance with federal, state or local laws and regulations prior to continued performance by Rochester Colonial. You will defend, indemnify and hold Rochester Colonial harmless from any and all claims arising out of the presence of asbestos, lead or any other substances that are deemed by any governmental agency to be hazardous.
5. **Collections:** If Rochester Colonial must resort to legal action, including the filing of a mechanic's lien, in order to collect a balance due, you will be responsible for paying reasonable attorneys fees, filing fees and other costs incurred by Rochester Colonial.
6. You will permit Rochester Colonial to commence the work within a reasonable time of being notified that work is ready to proceed. You will cooperate with Rochester Colonial to ensure the orderly performance and completion of the work and you will coordinate and organize work performed by others so as to not interfere with the work of Rochester Colonial. This proposal contemplates that Rochester Colonial will be able to perform its work in an uninterrupted manner. Should Rochester Colonial have to suspend the work for any reason outside of its control, you will pay any reasonable re-mobilization charges incurred to resume the work.
7. **Entire agreement/Modification:** This proposal contains the entire agreement between the parties. You agree that no representations, promises or warranties have been made other than as contained in this proposal. Once accepted, this proposal may only be modified by a written change order signed by both parties.

Rochester Colonial

MFG. CORP.

1794 Lyell Avenue, Rochester, New York 14606 • Phone: (585) 254-8191 • Fax: (585) 254-1760

The Window and Door Experts™

Date: 09-26-2022

To: Village Of Scottsville, D.P.W. of N.Y. **Project:** Johnson Park - Rest Room Doors
Address: 22 South Main Street Suite 3 **Email:** dpw@scottsvilleny.org
Scottsville, New York 14546 **Phone:** 585-889-6050 D.P.W. 585-889-1584
Attn: Todd Schwasman cell 202-5744 **Fax:** 585-889-2505

Job Location: Johnson Park 5 Browns Avenue Scottsville, New York 14546

Remove two existing Rest Room steel door, frame, and hardware and dispose of all debris from the job site. Reuse the customers dead bolt locks and install on the new doors.

Furnish & Install:

- (2) Ceco 16 gauge 3/0 x 7/0 x 5 3/4" primed galvanized welded steel door frame and anchor hardware.
- (2) Ceco 18 gauge 3/0 x 7/0 Envoy flush primed galvanized and insulated steel doors.

Hardware Package Includes;

- (6) Hager BB1279 4 1/2" x 4 1/2" NRP/USP ball bearing hinges.
- (2) Hager 5200 x H.O x aluminum door closers with hold open devices.
- (2) Hager sets of Push and Pull hardware.
- (2) Pemko 2548 x 36" x aluminum saddle thresholds.
- (2) Pemko 303APK perimeter door seals.
- (2) Hager 750S x 36" x aluminum door sweeps.

The (2) Johnson Park Rest Room Doors, Frames, Hardware Installed At: \$9,468.00

Project is figured tax exempt and at Prevailing Wage. Signed Contract And Purchase Order.

Subject to terms and conditions attached to proposal.

Customer: Village Of Scottsville, D.P.W. of N.Y.

Accepted by: _____

This proposal is subject to the following terms and conditions:

1. **Payment terms:** No work, including the ordering of products, will begin until receipt of deposit. The balance after deposit is due upon substantial completion or, if supply only, at the time of delivery, unless otherwise noted above. Minor defects or problems are warranty items and cannot be the basis for withholding payment. If there are minor items that remain uncompleted, you may only hold back payment for the reasonable value of the incomplete item(s). If the installation or delivery of product is delayed at your request, the balance is due at the time of such request. If you fail to pay the balance when due, interest in the amount of 1 ½ % per month will be added to your balance.
2. **Warranty:** Products purchased under this proposal are warranted by their manufacturer. In addition, Rochester Colonial warrants that the completed work shall be free from defects caused by faulty workmanship of its employees for a period of one year from that date of substantial completion. **Rochester Colonial makes no other warranty, express or implied, including warranties of merchantability or fitness for a particular purpose.** Rochester Colonial will not be liable for any indirect, incidental or consequential damages, including but not limited to lost profits, loss of income, or inconvenience. Regardless of the nature of any claim, including but not limited to warranty or breach of contract claims, Rochester Colonial's maximum liability (inclusive of interest and all other costs) under any circumstance shall be the contract price. Rochester Colonial's warranty is suspended during any period of non-payment, and is not extended if payment is later made. The warranty is void if any of the work is serviced or modified by anyone other than Rochester Colonial. Condensation is the natural result of excess moisture, does not indicate a faulty product, and is not covered under this warranty. Problems or defects caused by abuse, misuse, and improper maintenance are not covered under warranty.
3. **Time of performance:** Dates for delivery and/or commencement or completion of work are estimates only. These dates may change materially due to delays in shipment from vendors, material or labor shortages, weather conditions, and other circumstances beyond the control of Rochester Colonial. These dates are not of the essence. If performance is unreasonably delayed through no fault of Rochester Colonial, the contract price may be adjusted to reflect increases in cost of labor and materials.
4. **Asbestos, lead and other hazardous substances:** This proposal excludes any work to remove or otherwise abate, handle or treat asbestos, lead or any other substances that are deemed by any governmental authority to be hazardous, and it is your responsibility to test for such substances. Should such substances be discovered at any time before or during the performance of the work, you shall take appropriate measures to remove, abate, handle or treat such substances at your expense in accordance with federal, state or local laws and regulations prior to continued performance by Rochester Colonial. You will defend, indemnify and hold Rochester Colonial harmless from any and all claims arising out of the presence of asbestos, lead or any other substances that are deemed by any governmental agency to be hazardous.
5. **Collections:** If Rochester Colonial must resort to legal action, including the filing of a mechanic's lien, in order to collect a balance due, you will be responsible for paying reasonable attorneys fees, filing fees and other costs incurred by Rochester Colonial.
6. You will permit Rochester Colonial to commence the work within a reasonable time of being notified that work is ready to proceed. You will cooperate with Rochester Colonial to ensure the orderly performance and completion of the work and you will coordinate and organize work performed by others so as to not interfere with the work of Rochester Colonial. This proposal contemplates that Rochester Colonial will be able to perform its work in an uninterrupted manner. Should Rochester Colonial have to suspend the work for any reason outside of its control, you will pay any reasonable re-mobilization charges incurred to resume the work.
7. **Entire agreement/Modification:** This proposal contains the entire agreement between the parties. You agree that no representations, promises or warranties have been made other than as contained in this proposal. Once accepted, this proposal may only be modified by a written change order signed by both parties.

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The Window and Door Experts™

Date: 09-26-2022

To: Village Of Scottsville, D.P.W. of N.Y. **Project:** Johnson Park - Pavilion Exit Doors
Address: 22 South Main Street Suite 3 **Email:** dpw@scottsvilleny.org
Scottsville, New York 14546 **Phone:** 585-889-6050 D.P.W. 585-889-1584
Attn: Todd Schwasman cell 202-5744 **Fax:** 585-889-2505

Job Location: Johnson Park 5 Browns Avenue Scottsville, New York 14546

Remove the existing Pavilion steel doors, frames, and hardware and dispose of all debris from the job site.

Furnish & Install:

- (2) Ceco 16 gauge 3/8 x 7/0 x 5 3/4" primed galvanized welded steel door frame and anchor hardware.
- (2) Ceco 18 gauge 3/8 x 6/8 Flush primed galvanized and insulated flush steel doors.

Hardware Package Includes;

- (6) Hager BB1279 4 1/2" x 4 1/2' NRP/USP ball bearing hinges.
- (2) Hager 5200 commercial door closers.
- (2) Pemko 2548 x 48" x aluminum saddle thresholds
- (2) Pemko 303APK perimeter door seals.
- (2) Hager 750S x 48" x aluminum door sweeps.

For The Two Pavilion Doors, Frames, Hardware Installed Complete At: \$11,982.00

Project is figured tax exempt and at Prevailing Wage. Signed Contract And Purchase Order.

Subject to terms and conditions attached to proposal.

Customer: Village Of Scottsville, D.P.W. of N.Y.

Accepted by: _____

This proposal is subject to the following terms and conditions:

1. **Payment terms:** No work, including the ordering of products, will begin until receipt of deposit. The balance after deposit is due upon substantial completion or, if supply only, at the time of delivery, unless otherwise noted above. Minor defects or problems are warranty items and cannot be the basis for withholding payment. If there are minor items that remain uncompleted, you may only hold back payment for the reasonable value of the incomplete item(s). If the installation or delivery of product is delayed at your request, the balance is due at the time of such request. If you fail to pay the balance when due, interest in the amount of 1 ½ % per month will be added to your balance.
2. **Warranty:** Products purchased under this proposal are warranted by their manufacturer. In addition, Rochester Colonial warrants that the completed work shall be free from defects caused by faulty workmanship of its employees for a period of one year from that date of substantial completion. **Rochester Colonial makes no other warranty, express or implied, including warranties of merchantability or fitness for a particular purpose.** Rochester Colonial will not be liable for any indirect, incidental or consequential damages, including but not limited to lost profits, loss of income, or inconvenience. Regardless of the nature of any claim, including but not limited to warranty or breach of contract claims, Rochester Colonial's maximum liability (inclusive of interest and all other costs) under any circumstance shall be the contract price. Rochester Colonial's warranty is suspended during any period of non-payment, and is not extended if payment is later made. The warranty is void if any of the work is serviced or modified by anyone other than Rochester Colonial. Condensation is the natural result of excess moisture, does not indicate a faulty product, and is not covered under this warranty. Problems or defects caused by abuse, misuse, and improper maintenance are not covered under warranty.
3. **Time of performance:** Dates for delivery and/or commencement or completion of work are estimates only. These dates may change materially due to delays in shipment from vendors, material or labor shortages, weather conditions, and other circumstances beyond the control of Rochester Colonial. These dates are not of the essence. If performance is unreasonably delayed through no fault of Rochester Colonial, the contract price may be adjusted to reflect increases in cost of labor and materials.
4. **Asbestos, lead and other hazardous substances:** This proposal excludes any work to remove or otherwise abate, handle or treat asbestos, lead or any other substances that are deemed by any governmental authority to be hazardous, and it is your responsibility to test for such substances. Should such substances be discovered at any time before or during the performance of the work, you shall take appropriate measures to remove, abate, handle or treat such substances at your expense in accordance with federal, state or local laws and regulations prior to continued performance by Rochester Colonial. You will defend, indemnify and hold Rochester Colonial harmless from any and all claims arising out of the presence of asbestos, lead or any other substances that are deemed by any governmental agency to be hazardous.
5. **Collections:** If Rochester Colonial must resort to legal action, including the filing of a mechanic's lien, in order to collect a balance due, you will be responsible for paying reasonable attorneys fees, filing fees and other costs incurred by Rochester Colonial.
6. You will permit Rochester Colonial to commence the work within a reasonable time of being notified that work is ready to proceed. You will cooperate with Rochester Colonial to ensure the orderly performance and completion of the work and you will coordinate and organize work performed by others so as to not interfere with the work of Rochester Colonial. This proposal contemplates that Rochester Colonial will be able to perform its work in an uninterrupted manner. Should Rochester Colonial have to suspend the work for any reason outside of its control, you will pay any reasonable re-mobilization charges incurred to resume the work.
7. **Entire agreement/Modification:** This proposal contains the entire agreement between the parties. You agree that no representations, promises or warranties have been made other than as contained in this proposal. Once accepted, this proposal may only be modified by a written change order signed by both parties.

P R O P O S A L

Outdoor Lighting Perspectives of Rochester
51 Edward Lane
Spencerport, NY 14559
(585) 349-7654



rochester@outdoorlights.com

<https://outdoorlights.com/rochester>

Billing/Service Address

Todd Schwasman
389 Scottsville-Mumford Rd.
Scottsville, ny 14546
(585) 889-1584 (Office)
dpw@scottsvilleny.org

Date	September 15, 2022
Total	\$4,253.05

S C O T T S V I L L E L I G H T I N G U P G R A D E

This proposal expires on 12/14/2022

N O T E S

Scottsville Lighting Upgrade: At the town garage, the fueling building there and at Johnson Park, we will install twelve new, LED wall pack style light fixtures as replacements for twelve existing wall packs. We will remove the old ones and place them as directed by you for your disposal. 135-watt fixtures will light the front of the garage. All remaining fixtures will be 45-watts. All LEDs will be 5000k, except the two at the park. They will be 4000k. A scissor lift will be delivered to the garage site and removed the following day. OLP personal on site will conform to all OSHA safety standards, including the wearing of hard hats, work boots and safety glasses while on the lift. Harnesses will be always worn on the lift. Insurance documents will be provided, upon request, by Spencerport Insurance Agency.



Item	Description	Qty	Rate	Amount
Commercial Installation	12 fixture LED lighting system installation. Includes professional customized lighting design, installation labor, fixtures, LED components, controls, all necessary wire, connection parts, and one year of our maintenance program.	1	4253.05	\$4,253.05
MISC	45 watt wall pack Model 490612 2 will be 4000k	7	0.00	\$0.00
MISC	135 watt wall pack Model 490618	5	0.00	\$0.00
			Subtotal	\$4,253.05
			Tax	\$0.00
			Total	\$4,253.05

D O C U M E N T S



T E R M S A N D C O N D I T I O N S

Outdoor Lighting Perspectives Policies, Terms, Conditions and SHINE365 Limited Warranty Terms and Conditions: A deposit may be required at the time your order is placed. Balance is due upon completion. If full payment is not received within 10 days of completion of lighting installation, customer agrees to pay all reasonable attorney fees and court costs incurred by Outdoor Lighting Perspectives to secure the agreed upon fee for installation, materials, and/or services provided. Returned checks or chargebacks will result in a time- price differential (FINANCE CHARGE) of 18% (eighteen percent) per annum, but in no event in excess of the maximum amount allowed by law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by the Outdoor Lighting Perspectives service provider. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account.

Caution: A potential fire hazard exists if fixture and / or bulbs are covered with leaves, pine needles, mulch or other flammable material. Fixtures and / or bulbs covered by such materials will render all applicable warranties void, and may cause fixtures to fail. DAMAGE DUE TO ACCIDENT; MISUSE; ABUSE; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FIRE; WATER OR FLOOD DAMAGE; NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; OR ISSUES CAUSED BY HOME ELECTRICAL ISSUES; MAN-MADE DISASTERS, AND OTHER "ACTS OF GOD" are not covered by any warranty. It is the client's responsibility to ensure that 110-volt electric receptacles are available for system use, and are in good working order. Outdoor Lighting Perspectives disclaims all responsibility for ensuring that utilized household circuits contain sufficient electrical load capacities. Outdoor Lighting Perspectives is not responsible for grass, shrubs, driveways, or other components of property that are affected by installation. Homeowner will be notified in advance of any necessary alterations to structures or landscape. One year guarantee on halogen bulbs is valid only if lights are operated under "normal use," deemed to be from sunset until 12:00am midnight. Lifetime fixture guarantee applies to all brass/and or copper fixtures and well light fixtures produced by Outdoor Living Brands Supply Corp. exclusively for Outdoor Lighting Perspectives (OLP). All non-OLP fixtures are covered by their respective manufacturer's warranties. Any tampering or attempts to fix any problems with, or alter any part of the lighting system, whether by the homeowner, associated vendors, or any other persons not employed by Outdoor Lighting Perspectives, will void all warranties. Outdoor Lighting Perspectives does not provide warranties on work performed on any lighting system not originally installed by Outdoor Lighting Perspectives. Clients are responsible to verify proposed design is entirely on their property. Outdoor Lighting Perspectives disclaims any and all liabilities for any repercussions due to equipment being installed on neighboring property. All Outdoor Lighting Perspectives franchise locations are independently owned and operated. Notice of Cancellation: You may cancel this contract, without penalty or obligation, at any time prior to

midnight of the third business day after the date the contract is signed. If you cancel, any payment made by you under this contract will be returned within ten days following the receipt of your cancellation notice by the seller. Acceptance of this proposal indicates an agreed upon and binding contract between the parties listed as the billing/service address and Outdoor Lighting Perspectives.

SHINE365 LIMITED LIFETIME WARRANTY

LIMITED WARRANTY TERMS AND CONDITIONS

Subject to the terms and conditions described herein, Outdoor Lighting Perspectives of Rochester, ("Outdoor Lighting Perspectives"), warrants to the original end-user customer of the products specified below ("Products") that are installed by Outdoor Lighting Perspectives for the customer, that Outdoor Lighting Perspectives will repair or replace those Products that fail due to defects in material or workmanship. Repaired parts or replacement products will be provided by Outdoor Lighting Perspectives on an exchange basis and will be either new or refurbished to be functionally equivalent to new. This limited warranty covers only repair or replacement for defective Products installed by Outdoor Lighting Perspectives as provided above.

Outdoor Lighting Perspectives will not be liable for special, incidental, punitive or consequential damages, including, but not limited to, loss of enjoyment, business interruption, loss of profits, damage to or loss of other property or persons. Outdoor Lighting Perspectives' obligation to repair or replace any listed/covered Product, as may be required, is the sole and exclusive remedy available to you under this limited warranty. This limited warranty is in lieu of and supercedes all other warranties, express or implied. Some states may not allow the exclusion or limitation of incidental or consequential damages, so that exclusion may not apply to you. This limited warranty gives you certain legal rights. You may have other rights that vary from state to state. This limited warranty does not extend the manufacturer's warranty.

ELIGIBILITY FOR LIMITED WARRANTY

The only lighting systems eligible for this warranty are those systems originally installed by Outdoor Lighting Perspectives using Outdoor Lighting Perspectives branded products. In addition, the warranty only applies if the end-user customer enrolls in the annual maintenance plan, and only for so long as they are in good standing with and remains enrolled in the annual maintenance plan. The annual maintenance plan fee is based on the components of the lighting system installed.

A customer ceases to be in good standing under the annual quality check service if they do not timely make a payment due for that program. A customer whose annual quality check service lapses may re-enroll under the following conditions: 1) lighting system must be recertified, and 2) lighting system must be upgraded to current specifications. An inspection/recertification fee will apply, and standard labor and parts rates would apply for any required upgrades, all such costs being the responsibility of the customer. Once complete, the customer would be entered back into the Shine365 warranty program.

The end-user customer must retain proof of original ownership (original sales invoice). If the premises where the lighting system was installed is transferred, this Limited Warranty is also

transferrable to the second owner as long as the new owner enrolls in the annual maintenance plan and for so long as the new owner is in good standing with and remains enrolled in the annual maintenance plan.

LIMITED WARRANTY EXCLUSIONS This limited warranty is subject to all of the following conditions and exclusions:

1. Outdoor Lighting Perspectives is not liable for, and does not cover under warranty, any costs associated with determining the source of the system problems. These costs shall be borne solely by the purchaser.
2. Outdoor Lighting Perspectives is not liable for and does not cover under warranty, any cost associated with installing, servicing, repairing and/or updating lighting system components that are not produced by Outdoor Living Brands Supply Corp. exclusively for the Outdoor Lighting Perspectives brand or were not originally installed by Outdoor Lighting Perspectives, or have been serviced by any other than a certified Outdoor Lighting Perspectives technician. These costs shall be borne solely by the purchaser.
3. In order to keep this limited warranty in effect, the product must have been handled and serviced only by a certified Outdoor Lighting Perspectives technician.
4. This limited warranty does not cover any damage due to: ACCIDENT; MISUSE; ABUSE; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FIRE; WATER OR FLOOD DAMAGE; NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; OR ISSUES CAUSED BY HOME ELECTRICAL ISSUES. This limited warranty does not apply to any purchaser who bought the product from a reseller, distributor or non-authorized Outdoor Lighting Perspectives business, including but not limited to purchases from Internet auction sites. This limited warranty does not cover claims also covered by a manufacturer's warranty, any service contract, or claims covered by insurance (e.g., homeowner's insurance or general liability insurance).
5. This limited warranty is provided solely by Outdoor Lighting Perspectives (the independent franchisee identified above).
6. Powder coating and finishes are NOT covered by warranty. This applies to and may be covered by a MANUFACTURERS warranty but is not in any case extended by the SHINE 365 Limited Lifetime Warranty or any implied warranty through Outdoor Lighting Perspectives.

PRODUCTS COVERED

Subject to the limitations and exclusions noted above, the following Outdoor Lighting Perspectives Products produced by Outdoor Living Brands Supply Corp. exclusively for Outdoor Lighting Perspectives are covered by the Shine365 limited lifetime warranty from the date of original retail purchase when you opt-in to the annual quality check service:

- All transformers installed by Outdoor Lighting Perspectives.
- In addition to the limitations set forth above, the warranty does not cover service calls to reset circuit breakers or GFCI's. If anyone other than a qualified Outdoor Lighting Perspectives technician accesses the transformer for any reason other than timer adjustment, this warranty is void. Any additional fixtures that are added to the transformers that may cause the transformer to overload will void the warranty.*
- All brass and/or copper fixtures and well light fixtures installed by Outdoor Lighting Perspectives.
- Any fixtures damaged by homeowner or third-party will not be covered by warranty. *
- Brass, heavy-duty glass covers.
- The warranty does not cover lost or stolen lens covers or scratches. Glass and plastic lens covers that have been covered in mulch or other debris resulting in damage are not covered by this warranty.
- Low-voltage wire
- The warranty does not cover wire mistakenly cut by the property owner or other vendors or electrical shortage to the line as a result of anything being driven, stapled or manipulated into the wire lines.
- LED bulbs

*Note: All other transformers and fixtures including internal components installed by Outdoor Lighting Perspectives will be covered by the original manufacturer's warranty.

The following items are not covered under the Shine365 warranty include:

- All Lighting Control Automation controls, modules and astronomical timers.
- Halogen bulbs
- Any lens cover with a painted finish: The warranty does not cover lost or stolen lens covers or scratches.
- Commercial fixtures
- RGBW (Red, Green, Blue, White) or any color-changing fixtures
- Integrated non-field-serviceable fixtures
- Bistro/String lighting lamps or cord
- Wifi, Z-Wave, Bluetooth or radio controlled control systems
- Holiday lighting and festive products including but not limited to C9 bulbs and wire, wreaths, garland, string lighting, tree wraps, etc.

BASIC WARRANTY COVERAGE

For any customer that chooses not to be in the Shine365 limited lifetime warranty program or if your Shine365 warranty lapses, the following items are covered for two years from the date of installation:

- All transformers installed by Outdoor Lighting Perspectives. This limited warranty does not cover any damage due to: accident; misuse; abuse; theft; vandalism; riot; explosion; earthquake; lightning; fire; water or flood damage; negligent, reckless, knowing or intentional damage; issues caused by home electrical issues; or service calls to reset circuit breakers or GFCI's. If anyone other than a qualified Outdoor Lighting Perspectives personnel accesses the transformer for any reason other than timer adjustment, this warranty is void. Any additional fixtures that are added to the transformers that may cause the transformer to overload will void the warranty.
- All brass and/or copper fixtures and well light fixtures installed by Outdoor Lighting Perspectives. Any fixtures damaged by homeowner or a third-party will not be covered by warranty. This limited warranty does not cover any damage due to: accident; misuse; abuse; theft; vandalism; riot; explosion; earthquake; lightning; fire; water or flood damage; negligent, reckless, knowing or intentional damage; or issues caused by home electrical issues.
- LED bulbs except LightCraft Bistro Bulbs and Bistro String which are covered for a period of one year only.
- Low-voltage wire. The warranty does not cover wire mistakenly cut by the property owner or other vendors or electrical shortage to the line as a result of anything being driven, stapled or manipulated into the wire lines.
- RGBW (Red, Green, Blue, White) or any color-changing fixtures
- Brass, heavy-duty glass covers. The warranty does not cover lost or stolen lens covers or scratches. Glass and plastic lens covers that have been covered in mulch or other debris resulting in damage are not covered by this warranty.

The following items are not covered under the basic warranty:

- All Lighting Control Automation controls, modules and astronomical timers.
- Halogen bulbs
- Any lens cover with a painted finish: The warranty does not cover lost or stolen lens covers or scratches.
- Commercial fixtures
- Integrated non-field-serviceable fixtures
- Holiday lighting and festive products including but not limited to C9 bulbs and wire,

wreaths, garland, string lighting, tree wraps, etc.

- Bistro lighting bulbs and string
- Any damage due to: ACCIDENT; MISUSE; ABUSE; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FIRE; WATER OR FLOOD DAMAGE; NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; OR ISSUES CAUSED BY HOME ELECTRICAL ISSUES. This limited warranty does not apply to any purchaser who bought the product from a reseller, distributor or non-authorized Outdoor Lighting Perspectives business, including but not limited to purchases from Internet auction sites. This limited warranty does not cover claims also covered by a manufacturer's warranty, any service contract, or claims covered by insurance (e.g., homeowner's insurance or general liability insurance).

Claims

When presenting a claim under this Limited Warranty, you must provide Outdoor Lighting Perspectives with the original sales invoice, which constitutes evidence of the original purchaser's date of purchase. You must provide Outdoor Lighting Perspectives with documentation of all services performed on the Products.

To submit a claim, you must contact Outdoor Lighting Perspectives at:

Outdoor Lighting Perspectives of Rochester

51 Edward Lane

Spencerport, NY 14559

(585) 349-7654

rochester@outdoorlights.com

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

A. Clothing Allowance:

The Village will contribute an annual allotment for work pants & safety work boots for full time staff at the Department of Public Works. This amount will be set at \$350.00 per year per employee. The Village will also contribute \$150.00 every 3 years to be used for winter wear.

A. Vacation

Eligibility:

Only full-time employees are eligible for vacation pay. **Part-time employees are not eligible for vacation pay.** An employee is eligible for his/her first vacation after he/she has worked 39 weeks (9 months) within the last 12 months from the date of hire. Vacations may be scheduled after the first nine (9) months of employment with supervisor approval. An employee must work at least (6) months before taking a subsequent vacation.

Village necessity must be given first consideration in scheduling vacations, but individual preferences will be considered as well as length of service. The supervisor will have final approval of all vacations.

If illness or accident occurs during a vacation, the remainder of the vacation may not be postponed. If the employee is unable to return to work at the end of his/her scheduled vacation by reason of illness or accident he/she will be considered absent on account of illness as of the end of the vacation.

Employees are expected and encouraged to take annual vacations to which they are eligible. Pay in lieu of vacation will not be made except under extenuating circumstances as approved by the Board. Employees may request up to five days' pay in lieu of vacation or employees may carry over **a maximum of** five days of vacation from the previous year **which must** be used with in the first quarter of next fiscal year. Unused vacation beyond 5 days would be forfeit at the end of the year. All requests must be in writing and submitted to the Village Treasurer no later than thirty days prior to the end of the fiscal year in which the vacation time was accumulated. Non-requested time will be forfeit at the end of the year.

Length of Vacation:

Years of Service	Vacation
1-5	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks
30 years	6 weeks*

* Only employees hired before December 31, 2000 will be eligible to receive 6 weeks of vacation upon 30 years of service. Employees hired on or after January 1, 2001 will only be eligible to receive up to 5 weeks of vacation after reaching 20 years of service.

Vacation Pay:

1. Vacation pay for hourly employees will be paid straight time based on a 40-hour week. Salaried employees will receive their regular weekly salary.

2. Employees are expected to take annual vacations to which they are eligible. Pay in lieu of vacation will not be made except under extenuating circumstances as approved by the Board.
3. Employees who have unused vacation time available but have terminated for any reason before it is taken will have their vacation time paid out to them.

A. Choice Time

All full-time employees shall be granted up to eight (8) days per year with full pay for illness or personal business. **Part-time employees are not eligible for choice time.** Half days are permitted. The personal business must be of such nature that it cannot be conducted during times other than regular work hours, i.e., court appearances, house closing, school business, religious observance, etc. Prior notice of one week is required to the supervisor for leave due to personal business, except in extenuating circumstances.

1. Choice time would include time off due to an illness or injury in which an employee is unable to perform his/her normal duties. If an employee is out for more than two (2) consecutive workdays, a physician's statement is required.
2. Choice time that is used for sick leave purposes is provided to protect an employee against financial hardship during an illness, injury, or medical procedure. An employee may use sick leave for a personal illness, injury, or medical procedure that inhibits the employee's work, or to attend a medical/dental appointment. Additionally, an employee may use sick leave for family illness or injury if the employee must provide direct care to an immediate family member. Such leave will be subtracted from the employee's sick leave days. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including stepchild and foster child.
3. In the event an employee must take choice time for sick leave purposes, the employee must notify the department Head at least within thirty minutes of the employee's scheduled reporting time. The notification must be made directly to the Department Head. Unless an extended sick leave absence has been authorized, the employee must notify the employee's Department Head each day of the absence. These procedures must be followed to receive sick leave.
4. An employee, who, after investigation, is found to have abused the use of choice time for sick leave purpose or falsifies supporting documentation, will be subject to disciplinary action up to and including dismissal from employment.
5. Choice time that is not used by the end of the year will be forfeit. Choice time does not carry over into the following year. Choice time that is not used will be forfeit upon termination.