

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

Agenda

1. **Call to Order** Mayor Maggie Ridge called the July 9, 2024 Village of Scottsville Board of Trustees to order at pm.
2. **Pledge of Allegiance to the Flag**
3. **Roll Call**
4. **Approval of Minutes**

**Village Board Meeting Minutes**

*Tuesday, May 14, 2024*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the minutes of the *Tuesday, May 14, 2024* Village Board Meeting as submitted.

**Vote:** *Carried ( - )*

Mayor Maggie Ridge  
Trustee Randy Hess  
Trustee Wayne LaVair

Deputy Mayor AJ Peck  
Trustee Andy Fraser

*Tuesday, June 11, 2024*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the minutes of the *Tuesday, June 11, 2024* Village Board Meeting as submitted.

**Vote:** *Carried ( - )*

Mayor Maggie Ridge  
Trustee Randy Hess  
Trustee Wayne LaVair

Deputy Mayor AJ Peck  
Trustee Andy Fraser

5. **Public Before the 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 July 9, 2024 and prepaid bills with General Payables totaling \$ \_\_\_\_\_.

**Vote:** *Carried ( - )*

Mayor Maggie Ridge  
Trustee Randy Hess  
Trustee Wayne LaVair

Deputy Mayor AJ Peck  
Trustee Andy Fraser

Treasurers Report:

Budget Transfers:

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the budget transfers as listed above from the July 2024 Treasurers Report.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Randy Hess  
Trustee Wayne LaVair

Deputy Mayor AJ Peck  
Trustee Andy Fraser

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to accept the Monroe County CDBG award of \$50,000.00 to put toward the Phase II gutter replacement project on Briarwood Lane.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee Randy Hess  
Trustee Wayne LaVair

Deputy Mayor AJ Peck  
Trustee Andy Fraser

7. **Department Reports**

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

Building Dept:

Fire Marshal:

Code Enforcement:

b) **DPW – Todd Schwasman**

Last Month:

Upcoming Month:

c) **Clerk – Anne Hartman**

6 Genesee St tax bill

8. **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 Randy Hess – Historic Commission

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

10. **Public Hearing**

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

Public Comment open at    pm/

Public comment closed and Board comment opened at                      pm.

Board Comment and Public Hearing closed at                      pm.

11. **Old Business**

12. **New Business**

Michael Barton PB/ZBA

Tree Memorials

Parking Lot

13. **Executive session**

**Motion** made by Trustee                      and seconded by Trustee                      to enter into executive session at                      pm to discuss the proposed lease or acquisition of real property, publicity of which would substantially affect the value thereof.

**Vote:** Carried ( - )

Mayor Maggie Ridge

Trustee Randy Hess

Trustee Wayne LaVair

Deputy Mayor AJ Peck

Trustee Andy Fraser

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

**Vote:** Carried ( - )

Mayor Maggie Ridge

Trustee Randy Hess

Trustee Wayne LaVair

Deputy Mayor AJ Peck

Trustee Andy Fraser

14. **Adjournment**

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

**Vote:** Carried ( - )

Mayor Maggie Ridge

Trustee Randy Hess

Trustee Wayne LaVair

Deputy Mayor AJ Peck

Trustee Andy Fraser

Village of Scottsville  
Board of Trustees Meeting  
Tuesday, May 14, 2024 6:30 pm  
Wheatland Municipal Building  
Meeting Minutes

**Call to Order** Trustee Andy Fraser called the May 14, 2024 Village of Scottsville Board of Trustees to order at 6:30 pm.

**Pledge of Allegiance to the Flag**

**Roll Call**

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

Also Present: Paul Parker, Treasurer  
Lauren Baron, Attorney  
Anne Hartman, Village Clerk  
Approximately 5 Residents

**Designating a Presider**

**Motion** made by Trustee Andy Fraser and seconded by Trustee Randy Hess to authorize Trustee Andy Fraser to provide over the meeting.

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

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

**Public Before the Board**

Judy Recca, 20 Second St.: overgrowth of weeds at 22 Second St., sump pump causing damage to neighbors' foundations, water not going into the storm sewer, son is not addressing the issues, realtor telling him to sell as is, erosion from water has killed 2 arborvitae and another tree is leaning, fire dept has been called out at least twice do to alarms going off

Billie Hasenauer, 1 Genesee St: Shingles and siding in disarray, worried about vandalism of a vacant home

Kathleen Rick, 4 Browns Ave: ticks out of control, something has changed in the drainage

Vincent Recca, 20 Second St: we have offered to help the neighbor and it has been declined, it is a problem when a homeowner creates a standing water issue

Ethan Wenzel, 18 Second St concerned about the standing water, mosquitos and thigh high grass

**Approval of Minutes**

**Village Board Meeting Minutes**

*Tuesday, April 9, 2024 Organizational Meeting*

**Motion** made by Trustee Randy Hess and seconded by Trustee Wayne LaVair to approve the minutes of the , *April 9, 2024 Organizational Meeting Minutes* as submitted.

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

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

*Tuesday, April 9, 2024*

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

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

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

*Tuesday, April 16, 2024 Budget*

**Motion** made by Trustee Randy Hess and seconded by Trustee Andy Fraser to approve the minutes of the *Tuesday, April 16, 2024 Village Board Meeting* as submitted.

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

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

**Treasurer – Paula Parker**

Pay Bills:

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to approve payables as listed on the AP Check Register Report through May 14, 2024 and prepaid bills with General Payables totaling \$ 120,904.43.

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

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

Expenses:

|                                    |          |                                     |
|------------------------------------|----------|-------------------------------------|
| Overspent Lines                    |          | Why?                                |
| A.1410.1 Clerk Salaries            | 4,088.87 | 2023 Salary change *through 5/31/24 |
| A.3620.1 Code Enforcement Salaries | 2,710.00 | 2023 Salary change *through 5/31/24 |
| A.8160.4 Recycling Fees            | 1,073.51 | Fees for recycling                  |

Suggested Budget Appropriations/Transfers

| Account Code   | Descriptions                 | To           | From             |
|--|------------------------------|--------------|------------------|
| A.1410.1   | Clerk Salaries               | 8,710.00 \$  | *through 5/31/24 |
| A.3620.1   | Code Enforcement Salaries    | 2,710.00 \$  | *through 5/31/24 |
| A.8160.41  | Recycling Fees               | 2,000.00 \$  |                  |
| A.1410.11  | Part-time Clerk Salaries     |              | 4,000.00 \$      |
| A.1410.49  | Village Clerk Supplies       |              | 710.00 \$        |
| A.1325.1   | Part-time Treasurer Salaries |              | 4,000.00 \$      |
| A.1440.4   | Engineer Fees                |              | 2,710.00 \$      |
| A.8160.11  | Recycling Salaries           |              | 2,000.00 \$      |
| *Transfer funds to cover overage and balance of fiscal year. |                              |              |                  |
|  |                              | \$ 13,420.00 | \$ 13,420.00     |

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair To approve the budget transfers as listed above from the May 2024 Treasurers Report in an amount of \$13,420.00

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

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

Updates: Budget Transfer for Clerk & Enforcement Salaries estimated for remainder of the year. Follow up on sidewalk/road project (contract and budget modifications needed)  
Sales tax revenue is up this quarter  
Transferred money for payment of Fire Hall  
We pay Monroe County for our utility use, solar credits get applied to street lights, National Grid has not been billing for street lights which caused a large credit. I am getting that straightened out, but be prepared for a large bill for back payments.

### Designating Depository Signers

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to designate Maggie Ridge, Andrew J. Peck and Paula Parker as signers on the Canandaigua National Bank accounts.

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

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

### Department Reports

#### Building Inspector/Code Enforcement Officer

Building Department:

New permits

- 221 Briarwood - shed
- 12 Maple St- -home renovation
- 17 Grove – fence
- 239 Briarwood Drive- driveway extension

Current Permits

- 6 Genesse - foundation inspection
- 15 Rochester Street - interior framing ongoing with exterior work
- 7 Caledonia Ave – basement final cert of compliance issued
- 22 Browns Grove - footer inspection
- 24 Browns Ave- deck final cert of compliance issued
- 18 Maple Ave – final inspection on interior renovation
- Multiple roof replacement permits closed out.

Working with residents on applications

- Cemetery by DPW possible storage barn
- CooperVision privacy fence to the west
- CooperVision on material review on new addition

PB/ZB – 22 Caledonia Ave review ongoing

Fire Marshal:

- 6 Rochester St. - working on interior fire renovation.
- Parade permit issued for Memorial Day Parade May 27<sup>th</sup> @9:30 am
- 69 Rochester – received paperwork for fire suppression system- passed inspection

**Code:**

- Ongoing parking issues on Main Street, Placing notices on overnight and over two hr. parked vehicles. Tickets will be issued for repeat offenders.
- Junk vehicles on North Rd following up with owner for removal violations issued 60 days to remedy.

Certified letter sent to 17 Main about the needs for repair on the exterior 60 days to respond  
Chicken complaint- Complete neighbors worked out issues.  
22 Second Street -vacant house sending letter to owners to maintain property  
Main Street loud noise complaint- 5/14 spoke with owner of residence to be more aware of the volume of the music  
No new business for Historical Board.

**DPW – Todd Schwasman**

The gutter and sidewalk replacement project on Diana and Heather Lanes has been time consuming and completed

Park mowing and maintenance underway

June we will focus on catch basins and road repair and Canawaugus Park fencing and concrete pads for picnic tables

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to raise Alex Tabone to the step 1 of Laborer Class 1 to begin on the date he obtains his CDL license.

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

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

**Hynes Concrete Contractor Project Diana and Heather Lanes**

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to approve prepayment to Hynes Concrete Contractor Inc. in an amount not to exceed \$370,000 for the replacement of concrete roadside gutters and sidewalks along Diana Drive & Heather Lane using a combination of available funds from any of the following Village funding sources - Community Development Block Grant, Consolidated Local Street and Highway Improvement Programs (CHIPS, PaveNY, ERW and POP), Reserve Funds in and amount not to exceed \$50,000 subject to a permissive referendum and/or Unappropriated Fund Balance conditioned upon Hynes providing sufficient documentation to the Village that the work has been completed.

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

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

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to authorize and direct the Treasurer to make the necessary 2023-2024 and 2024-2025 budget modifications to Hynes Concrete Contractor Inc. for the replacement of concrete roadside gutters and sidewalks along Diana Drive & Heather Lane in the same amount not to exceed \$370,000 using a combination of available funds from any of the following Village funding sources - Community Development Block Grant, Consolidated Local Street and Highway Improvement Programs (CHIPS, PaveNY, ERW and POP), Reserve Funds in and amount not to exceed \$50,000 subject to a permissive referendum and/or Unappropriated Fund Balance as directed by the Board.

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

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

Discussion: Advised by both Treasurer and Attorney of the correct procedures for spending. Even with county and state bids it is a good practice to get multiple quotes

Money can come from sales tax, fund balance, CDBG grant, DOT catch basin grant

**Clerk – Anne Hartman**

ABS Tax Bills Tax bills ready for printing, received the pdf of all bills today

UNYMWCP Workers' Comp consortium has been very good to us. Presented the payments and refunds for the last 10 years

Vacation Carryover

|              |                   |
|--------------|-------------------|
| Alex Tabone  | 21 hours vacation |
| Anne Hartman | 86 hours vacation |

**Motion** made by Trustee Wayne LaVair and seconded by Trustee Andy Fraser to allow the employees to carryover up to 100 hours of unused vacation time to the 2024-2025 fiscal year, carryover hours must be used by September 1, 2024.

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

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

**Trustee Updates:**

Deputy Mayor AJ Peck – Procurement and ARPA

Treasurer reminded that the ARPA funds need to be allocated and contracts in place by 12/31/2024 and money spent by 2026

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

22 Caledonia Ave public hearing left open, the Board asked for more details

Trustee Wayne LaVair – DPW

Pipelining complete on Wyvil and Maple  
Concerned by the added expense to the Diana and Heather Lane project

Trustee Randy Hess – Historic Commission

New member added, we have a full board

**Mayor's Reports - Maggie Ridge**

Absent

**Old Business**

No old business

**New Business**

MRB Proposal for Main St. Sidewalks

Although Professional Services do not require getting quotes, it is good practice to get more quotes to be sure you are responsible stewards of taxpayer money.

A policy stating if it goes over a specific dollar amount to get more quotes.

Trustee Fraser prefers to high based on qualifications rather than cost.

Out of District Garbage and Recycling Pickup

At this time (Jan. 24) our tipping fees have gone up 7%. Recommending an increase from 350 – 375.



**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to raise the fees for out of district pick up to \$375.00 annually starting June 1, 2024.

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

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

**Dept. of Agriculture Bug Trapping**

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to grant permission to the US Dept. of Agriculture to set bug traps on village property for study.

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

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

**Adjournment**

**Motion** made by Trustee Andy Fraser and seconded by Trustee Wayne LaVair to adjourn the Village Board meeting at 8:33 pm.

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

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

Respectfully submitted by:



Anne Hartman  
Village Clerk

Village of Scottsville  
 Board of Trustees Meeting  
 Tuesday, June 11, 2024 6:30 pm  
 Wheatland Municipal Building  
 Meeting Minutes

**Call to Order** Mayor Maggie Ridge called the June 11, 2024 Village of Scottsville Board of Trustees to order at 6:30pm.

**Pledge of Allegiance to the Flag**

**Roll Call**

Present: Maggie Ridge, Mayor  
 AJ Peck, Deputy Mayor  
 Randall Hess, Trustee  
 Wayne LaVair, Trustee

Absent: Andy Fraser, Trustee

Also Present: Lauren Baron, Attorney  
 Paula Parker, Treasurer  
 Todd Schwasman, DPW Superintendent  
 Anne Hartman, Clerk

**Approval of Minutes**

**Village Board Meeting Minutes**

*Tuesday, May 14, 2024 – No quorum present to vote*

**Public Before the Board**

Arlene Cooper, 19 Maple St: asked the Board to change the Maple Ave. street sign to designate it as St. Although the Village records show it as Maple Ave, 911 and the post office list it as St. The attorney will look into how this can be done.

**Treasurer – Paula Parker**

**Pay Bills:**

**Motion** made by Mayor Maggie Ridge and seconded by Deputy Mayor AJ Peck to approve payables as listed on the AP Check Register Report through July 11, 2024 and prepaid bills with General Payables totaling \$ 450,509.95.

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

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

Expenses: \*Note Preliminary - may not include all May 31, 2024 expenses

**Overspent Lines**

**Why?**

|                                   |           |                          |
|-----------------------------------|-----------|--------------------------|
| A.1210.4 Mayor Contractual        | 240.00    | Conference & cell *      |
| A.1640.4 Garage - Contractual     | 3,750.00  | general expenses *       |
| A.5110.1 Streets - Salaries       | 8,595.00  | work in streets *        |
| A.5110.4 Streets - Contractual    | 10,490.00 | major truck repair *     |
| A.7140.1 Parks – Salaries         | 2,475.00  | work in parks *          |
| A.7140.4 Parks - Contractual      | 750.00    | work in parks/grant *    |
| A.8160.4 Refuse - Contractual     | 1,035.00  | rate increase/activity * |
| A.8160.41 Recycling - Contractual | 4,340.00  | activity / budget *      |

|                                    |           |   |
|------------------------------------|-----------|---|
| A.8560.4 Shade Trees - Contractual | 495.00    | activity / budget *                     |
| A.8560.41 Shade Trees - Removal    | 2,545.00  | activity / budget *                     |
| G.9901.9 Transfer to Other Funds   | 10,000.00 | (budget-indirect costs to move funds to |
| TOTAL                              | 44,715.00 | correct account)                        |

\* Preliminary through May 31, 2024

Suggested Budget Appropriations/Transfers

| <u>Account Code</u>                             | <u>Descriptions</u>          | <u>To</u> | <u>From</u>                                      |
|---|------------------------------|-----------|--|
| Transfers for above noted accounts:             |                              |           |  |
| Expenses: TO COVER ABOVE ACCOUNTS: \$ 44,715.00 |                              |           |  |
| A.1010.4  | Board - Contractual          |           | \$ 240.00 *                                      |
| A.1325.4  | Treasurer - Contractual      |           | \$ 3,750.00 *                                    |
| A.1640.1  | Garage - Salaries            |           | \$ 400.00 *                                      |
| A.5110.2  | Streets – Equipment          |           | \$ 2,000.00 *                                    |
| A.5142.1  | Snow Removal – Salaries      |           | \$ 6,135.00 *                                    |
| A.5142.4  | Snow Removal - Contractual   |           | \$ 4,210.00 *                                    |
| A.8140.1  | Storm Sewers - Salaries      |           | \$ 4,550.00 *                                    |
| A.8140.4  | Storm Sewers - Contractual   |           | \$ 1,790.00 *                                    |
| A.1440.4  | Engineering - Contractual    |           | \$ 3,225.00 *                                    |
| A.8160.1  | Refuse – Salaries            |           | \$ 4,875.00 *                                    |
| A.8160.11                                       | Recycling - Salaries         |           | \$ 500.00 *                                      |
| A.1620.4  | Municipal Bldg - Contractual |           | \$ 495.00 *                                      |
| A.5142.4  | Snow Removal - Contractual   |           | \$ 2,545.00 *                                    |
| G.8110.4  | Administration - Contractual |           | \$ 10,000.00 to move funds to<br>correct account |

\*Transfer funds to cover overage and balance of fiscal year.

\$ - \$ 44,715.00

Preliminary through May 31, 2024 Treasurers Report:

Budget Transfers:

Motion made by Deputy Mayor AJ Peck and seconded by Trustee Wayne LaVair to approve the budget transfers as listed above from the July 2024 Treasurers Report in an amount of \$44,715.00.

Vote: Carried (4-0)

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

**Updates:** Sales Tax of \$147,115.56 received for at year-end total of \$620,314.33 down approximately \$10,000 for 2022-2023 Gutter/Sidewalk project complete - working on filing claims for reimbursement (funds will be booked in 2023-2024 fiscal year)

Working on closing 2023-2024 and preparing for audit and filing the Annual Financial Report with NYS National Grid has not been billing for the streetlights since August 2023. That created credits with Monroe County Utility Consortium. That has been straightened out and we are all caught up.

Sewer Charge 2 Genesee St

Motion made by Deputy Mayor AJ Peck and seconded by Mayor Maggie Ridge to authorize the Treasurer to remove the sewer charge associated with a vacant lot at 2 Genesee St Tax Parcel ID 200.06-1-45.2.

Vote: Carried (4-0)

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

## Department Reports

### Building Inspector/Code Enforcement Officer

#### Building Dept:

- Meeting with Jamie Wick, new Project Manager from CooperVision.
- 24 Browns Ave issued certificate of compliance for deck project.
- 7 Caledonia Ave issued certificate of compliance for basement remodel.
- 7 Caledonia Ave new shed permit
- 80 Diana Drive new pool permit
- 39 Main Street new covered side entrance permit
- Chili Ave new fence permit
- Genesee Street rough framing on new addition complete, insulation inspection upcoming.
- Kase Ct addition, new deck final complete, addition rough framing complete.
- Closed out 5 open roof permits, 2 open shed permits, 3 fence permits all received CofC.
- 55 Chili Ave demo permit for old shed and deck

PB/ZB- Waiting for response from emails sent about the change in CooperVision siding on upcoming expansion. New elevations sent to respective board members. CooperVision is waiting for a decision so final building plans can be sent and construction to hopefully start in August after the building permit issuance.

#### Code Enforcement:

- Final violation notice will be sent out to the Oatka Hotel regarding property maintenance. I have had no response in the 60-day notice that was previously sent out. Next step will be an appearance ticket.
- Final violation notice will be sent out to a resident on North Rd regarding junk vehicles. I have had no response in the 60-day notice that was previously sent out. Next step will be an appearance ticket.
- Scottsville Diner sign has been removed
- Lawn has been mowed at the vacant home on Second street. Looking into possible drainage issues also.
- Scottsville Hollow Apartments now has a lawn service and the lawn will be mowed on a regular basis.
- 54 Main Street lawn has been mowed.

#### Fire Marshal:

- Annual inspections are ongoing with no major violations to report.

### DPW – Todd Schwasman

Prioritized catch basin and starting with those that need the most attention

Black top repair starting next week

Suite-Kote coming out for a quote

Crosswalk painting next month

Johnson Park Security

Canawaugus Park Comfort Station – received a request for a comfort station, the Village cannot put this on state property

### Clerk – Anne Hartman

Tax Collection started

Sexual Harassment Training Certificates – please send those to me to keep compliance

SummerFest Planning

AFLAC enrollment

MCWA turning water off on Rochester St from Genesee to River Rd on Tuesday, June 18

Village Office being closed

There has been talk in the building that the Village Office is closed a lot.

The office is staffed with one person Mon-Wednesday and two people on Thursday and Friday

If the office is closed it's because I must go to the bank (sometimes do this on my own time after work), pick up supplies, go to the DPW for record storage and tasks, off site meetings, webinars that cannot be interrupted. I do not close for a lunch break; I eat at my desk and assist residents while eating. Many days I do not have back up, If possible, I try to schedule things for when the Deputy Clerk is working. There is always a note on the window when I will return. I am usually the first one in and the last one to leave the building.

Mayor Ridge responded that we are a skeletal crew, a small village with a small staff with lots of turnover. It has been difficult to hire and keep qualified staff. Anne has been here through thick and thin always here, always at the meetings, never complaining, never calling in sick with a good attitude. Tries to take vacations when Sharon is in the office, but the office will need to close to use up vacation time.

Fourth of July

Office and DPW closed on the following days:

July 4, 2024      Holiday

July 5, 2024      PTO

**Motion** made by Deputy Mayor AJ Peck and seconded by Trustee Wayne LaVair to approve the above holiday schedule.

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

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

**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 Randy Hess – Historic Commission

15 Rochester St coming along

Full Committee

**Mayor's Reports - Maggie Ridge**

Memorial Day parade was successful despite the rain

The weather held out for Blues and BBQ

Received two grants: Phase II of the gutter project and Clean Energy Community

Informational meeting for the Village's part of the Comprehensive Plan

**Old Business**

15 minute parking on Main St. the attorney will look into the parking ordinance  
Enforcement will be impossible for a 15 minute limit  
It is a state road which requires more permitting

**New Business**

**LGV/GVTI 2023-24** NO ACTION TAKEN

The Board would like more accountability of the revenue and expenses

What are other communities contributing?

A Memorandum of Understanding is needed to see what the Village is getting out of this contribution.

We have asked and not received for reports on the visitors to the website.

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

**Air BnB**

Complaint came on about an Air Bnb

There is nothing in our code about Air BnB (short term rentals) We do have code about traditional BnB. The Village has a couple known Air BnBs, we will search for codes from other municipalities. Other communities are starting to incorporate short term rentals into code. We will look at other examples of code. Permits can be required to run as a short term rental, many considerations can be added to the code.

**Johnson Park and SummerFest Planning Workshop**

**Motion** made by Deputy Mayor AJ Peck and seconded by Trustee Wayne LaVair to schedule a Johnson Park and SummerFest Planning Workshop on June 18, 2024 at 6:30 pm to be held at Johnson Park, 3 Browns Ave, Scottsville, NY 14546

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

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

**Executive session**

**Motion** made by Deputy Mayor AJ Peck and seconded by Trustee Wayne LaVair to enter into executive session at 7:57 pm to discuss the proposed lease or acquisition of real property, publicity of which would substantially affect the value thereof.

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

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

**Motion** made by Deputy Mayor AJ Peck and seconded by Mayor Maggie Ridge to adjourn executive session and return to regular session at 8:16 pm.

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

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

**Adjournment**


**Motion** made by Deputy Mayor AJ Peck and seconded by Mayor Maggie Ridge to adjourn the Village Board meeting at 8:16 pm.

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

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

Deputy Mayor AJ Peck        AYE  
Trustee Andy Fraser            ABSENT

Respectfully submitted by:

  
Anne Hartman  
Village Clerk

January 2023

## Memorandum of Understanding

### Letchworth Gateway Villages Municipal Collaboration & Genesee Valley Geotourism Initiative

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

#### PURPOSE

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

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

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

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

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

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

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

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

<sup>3</sup> NY State Park Recreation and Historic Preservation



## GOALS

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

## DEFINITION & PRINCIPLES

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

### Geotourism Definition:

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

### Geotourism Principles:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ORGANIZATIONAL STRUCTURE

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

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

### MEMBER TYPES AND CRITERIA

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

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

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

**Key requirements:**

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

**GOVERNANCE & PROCEDURES**

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

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

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

**FULL MEMBERSHIP MEETINGS**

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

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### **ACTIVITIES**

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

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

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

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

### **METRICS**

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

### **AMENDMENTS**

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

### **WITHDRAWAL**

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

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**DISSOLUTION**

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

**TERM AND TERMINATION**

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

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

*(Signature - Name - Organization - Date)*

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WE ARE Y UP DO



Department  
of Labor

# POLICY ON THE RIGHTS OF EMPLOYEES TO EXPRESS BREAST MILK

in the Workplace

## INTRODUCTION AND PURPOSE

New York State Labor Law Section 206-c gives all employees in New York the right to express breast milk in the workplace. This law applies to all public and private employers in New York State, regardless of size or the nature of their business.

The New York State Department of Labor has developed the official policy on breast milk expression in the workplace as required by the law, ensuring that all employees know their rights and all employers understand their responsibilities. This policy is the minimum required standard, but employers are encouraged to include additional accommodations tailored to their workplace.

With the information provided below, employees will learn how much time they are allowed for breast milk expression, the kind of space employers are required to provide for breast milk expression, how to notify employers about the need to express breast milk in the workplace, and how to notify the Department of Labor if these rights are not honored.

Employers are required to provide this policy in writing to all employees when they are hired and again every year after. Employers are also required to provide the policy to employees as soon as they return to work following the birth of a child.

## USING BREAK TIME FOR BREAST MILK EXPRESSION

Employers must provide thirty (30) minutes of paid break time for their employees to express breast milk when the employee has a reasonable need to express breast milk. Employees must be permitted to use existing paid break or meal time if they need additional time for breast milk expression beyond the paid 30 minutes. This time must be provided for up to three years following childbirth. Employers must provide paid break time as often as an employee reasonably needs to express breast milk. The number of paid breaks an employee will need to express breast milk is unique to each employee and employers must provide reasonable break times based on the individual. Employers are prohibited from discriminating in any way against an employee who chooses to express breast milk in the workplace.

An employer is prohibited from requiring an employee to work before or after their normal shift to make up for any time used as paid break time to express breast milk.

All employers must continue to follow existing federal and state laws, regulations, and guidance regarding mealtimes and paid break time regardless of whether the employee uses such time to express breast milk. For additional information regarding what constitutes a meal period or a break period under state and federal law, please see the following resources:

- NY Department of Labor Website on Day of Rest, Break Time, and Meal Periods:  
[dol.ny.gov/day-rest-and-meal-periods](https://dol.ny.gov/day-rest-and-meal-periods)
- NY Department of Labor FAQs on Meal and Rest Periods:  
[dol.ny.gov/system/files/documents/2021/03/meal-and-rest-periods-frequently-asked-questions.pdf](https://dol.ny.gov/system/files/documents/2021/03/meal-and-rest-periods-frequently-asked-questions.pdf)
- U.S. Department of Labor FLSA FAQ on Meal and Rest Periods:  
[dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked](https://dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked)
- U.S. Department of Labor FLSA Fact Sheet on Compensation for Break Time to Pump Breast Milk:  
[dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers](https://dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers)

While an employer cannot require that an employee works while expressing breast milk, Labor Law 206-c does not otherwise prevent an employee from voluntarily choosing to do so if they want to.

Paid breaks provided for the expression of breast milk must be 30 minutes. An employee must be allowed to use regular break or meal time to take a longer paid break if needed. Employees may also opt to take shorter paid breaks.

Employees who work remotely have the same rights to paid time off for the purpose of expressing breast milk, as all other employees who perform their work in-person.

## **MAKING A REQUEST TO EXPRESS BREAST MILK AT WORK**

If an employee wants to express breast milk at work, they must give the employer reasonable advance notice, generally before returning to the workplace if the employee is on leave. This advance notice is to allow the employer time to find an appropriate location and adjust schedules if needed.

Employees wishing to request a room or other location to express breast milk in the workplace should do so by submitting a written request to their direct supervisor or individual designated by their employer for processing requests. Employers must respond to this request for a room or other location to express breast milk in writing within five days.

Employers must notify all employees in writing through email or printed memo when a room or other location has been designated for breast milk expression.

### **LACTATION ROOM REQUIREMENTS**

In addition to providing the necessary time during the workday, employers must provide a private room or alternative location for the purpose of breast milk expression. **The space provided for breast milk expression cannot be a restroom or toilet stall.**

The room or other location must:

- Be close to an employee's work area
- Provide good natural or artificial light
- Be private – both shielded from view and free from intrusion
- Have accessible, clean running water nearby
- Have an electrical outlet (if the workplace is supplied with electricity)
- Include a chair
- Provide a desk, small table, desk, counter or other flat surface

There does not need to be a separate space for every nursing employee. An employer may dedicate a single room or other location for breast milk expression. Should there be more than one employee at a time needing access to a lactation room, an employer may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression must be close to the work area of the employee(s) using the space. The space must be in walking distance, and the distance to the location should not significantly extend an employee's needed break time.

Employers located in shared work areas, such as office buildings, malls and similar spaces may work together to establish and maintain a dedicated lactation room, as long as such space(s) are a reasonable distance from the employees using the room. Each employer utilizing this common space is individually responsible for making sure the room meets the needs of their employees.

If there is not a separate room or space available for lactation, an employer may use a vacant office or other available room on a temporary basis. This room must not be accessible to the public or other employees while an employee is using it for breast milk expression.

As a last resort, an available cubicle may be used for breast milk expression. A cubicle can only be used if it is fully enclosed with a partition and is not otherwise accessible to the public or other employees while being used for breast milk expression. The cubicle walls must be at least seven feet tall to insure the employee's privacy.

To ensure privacy, if the lactation room has a window, it must be covered with a curtain, blind or other covering.

In addition, the lactation space should have a door equipped with a functional lock. If this is not possible (such as in the case of a fully enclosed cubicle), as a last resort, an employer must utilize a sign advising the space is in use and not accessible to other employees or the public.

If the workplace has a refrigerator, employers must allow employees to use it to store breast milk. However, employers are not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator in the workplace.

Employees are required to store all expressed milk in closed containers and bring milk home each evening.

The space designated for expressing breast milk must be maintained and clean at all times.

If an employer can demonstrate undue hardship in providing a space with the above requirements, the employer must still provide a room or other location - other than a restroom or toilet stall - that is in close proximity to the work area where an employee can express breast milk in privacy, that meets as many of the requirements as possible.

Undue hardship is defined in the statute as "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business." **However, an employer may not deny an employee the right to express breast milk in the workplace due to difficulty in finding a location.**

## **NEW YORK STATE DEPARTMENT OF LABOR RESOURCES**

If an employee believes that they are experiencing retaliation for expressing breast milk in the workplace, or that their employer is in violation of this policy, they should contact the New York State Department of Labor's Division of Labor Standards. Call us at **1-888-52-LABOR**, email us at [LSAsk@labor.ny.gov](mailto:LSAsk@labor.ny.gov), or visit our website at [dol.ny.gov/breast-milk-expression-workplace](https://dol.ny.gov/breast-milk-expression-workplace) to file a complaint.

A list of our offices is available at [dol.ny.gov/location/contact-division-labor-standards](https://dol.ny.gov/location/contact-division-labor-standards).

*Complaints are confidential.*

## **FEDERAL RESOURCES**

The federal PUMP Act went into effect in 2023, expanding protections for almost all employees expressing breast milk at work. Under the PUMP Act, any covered workers not provided with breaks and adequate space for up to a year after the birth of a child are able to file a complaint with the U.S. Department of Labor or file a lawsuit against their employers. For more information, please visit [dol.gov/agencies/whd/pump-at-work](https://dol.gov/agencies/whd/pump-at-work).

## CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ between TOWN OF WHEATLAND (hereinafter "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York, mailing address: 22 Main Street, Scottsville, NY 14546, party of the first part, and "); the ISAAC GORDON FOUNDATION, INC., a corporation with offices at 1530 First Federal Plaza, Rochester, New York 14614, (hereinafter called the "Foundation"); and the UNITED POSTAL SERVICE, Scottsville Branch, located at 3 Rochester Street, Scottsville, New York 14546, (hereinafter called the "Post Office") JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association with offices at 1111 Polaris Parkway., Floor 11, Mail Code OHi-0241, Columbus Ohio 43240, Attention: Real Estate Administration (hereinafter referred to as "The Bank"), and the VILLAGE OF SCOTTSVILLE, a municipal corporation organized and existing under and by the laws of the State of New York, mailing address: 22 Main Street, Scottsville, NY 14546 (hereinafter referred to as the Village") collectively the parties,

WITNESSETH, that the Parties, for the consideration hereinafter named, hereby agree as follows:

### 1. PROJECT.

The Town desire to make provision for the replacement, resurfacing and striping (hereinafter "Project") of the Wheatland Municipal Parking Lot (the "Lot") as further depicted on attached Exhibit "A". The Parties own their respective portions of said Lot and have, or will, executed cross-access and ingress/egress easements in favor of the other parties. Town agrees that it will consult with the Foundation, the Post Office, The Bank and the Village, in advance, in connection with any Project decisions, plans, specifications, agreements, environmental issues, land acquisition issues, progress of the construction, costs, expenses, disputes, design changes, change orders, and other aspects of the Project.

### 2. SELECTION OF ENGINEER.

The Town has engaged Costich Engineering to be the Engineer responsible for design and oversight of the Project.

### 3. RIGHT-OF-WAY ACQUISITIONS.

The Parties agree to execute all necessary documents to effectuate the Driveway Easement Agreements attached hereto as Exhibit "B". The Town shall arrange for the Driveway Easement Agreements to be recorded in the Monroe County Clerk's Office.

### 4. ENVIRONMENTAL REVIEW.

The Town Board of the Town of Wheatland shall be the lead agency for, and shall have the responsibility of carrying out, the environmental review of the Project.

5. PLANS AND SPECIFICATIONS: CONSTRUCTION CONTRACT; PERMITS.

The Town shall advertise for bids for the Project, once the plans, specifications and cost estimates have been approved by the Town. The award of the contract for the Project (hereinafter "Construction Contract") shall be made by the Town in accordance with the provisions of Section 103 of the General Municipal Law and any other relevant United States or New York State statutes, codes, rules and regulations. The award shall not be subject to the prior approval by the Bank, Post Office or Foundation. The Bank, Post Office and Foundation shall be responsible for making all payments required to be made to the Town for the costs of all materials under the Construction Contract. The Town shall apply for, procure and pay for all permits, licenses and approvals which are necessary for the completion of the Project. The Town shall be responsible for the costs of all labor associated with the Project related to Town Employees working on the Project.

6. COST SHARING: APPROPRIATION OF FUNDS.

The Town has approved of the hiring of the Engineer for the Project and approved of the plans, specifications and cost estimates for the Project. The Foundation, the Bank and the Village agree that they will, jointly and severally, reimburse the Town for the costs of all materials purchased by the Town for the Project. The Town will provide the labor necessary to complete the Project and will not seek reimbursement from any other Party for costs associated with labor to complete the Project. The Foundation and the Bank shall remit payment within thirty (30) days of invoicing from the Town for materials purchased for the Project. Cost estimates are attached hereto as Exhibit "C" and are for reference only and shall not be binding upon the Town as actual costs. The Town shall be limited to reimbursement from the Foundation, the Bank and the Village, as to those amounts on Exhibit "C" and the Foundation, the Bank and the Village shall pay the Town those amounts.

7. RECORDS.

Each of the Parties shall keep detailed and accurate records of their costs and expenses incurred in connection with the Project and shall make such records easily accessible to the other parties hereto.

8. INSURANCE.

Each Party shall maintain their own policies of insurance and provide to all Parties proof of insurance with coverage as detailed below. The commercial general liability insurance policy shall specifically name and include the Town and its officers, boards, employees, committee members, attorneys, agents and consultants as additional named insureds. The amounts of such insurance shall be as follows:

- (i) Commercial general liability insurance on an occurrence coverage form with a combined single limit in an amount not less than \$2,000,000.00 for injuries including wrongful death to any one person and property damage on account of any one occurrence.
- (ii) Personal and advertising injury liability insurance in an amount not less than \$1,000,000.00.
- (iii) Medical expenses coverage in the amount of at least \$10,000.00 for any one person.

(iv) Products and completed operations insurance in an amount not less than \$2,000,000.00

(v) Excess liability insurance coverage in an amount not less than \$2,000,000.00.

#### 9. INDEMNITY.

The Town agrees that it will defend, indemnify and save harmless the Post Office, the Foundation, the Bank and the Village, and their respective officers, employees and agents, of and from any and all lawsuits, claims, actions, causes of action, judgments and/or liability imposed upon the Town, its officers employees and/or agents relating to the Project and arising from the negligence of the Town and its respective officers, employees, agents, contractors, subcontractors. The Post Office, the Foundation, the Bank and the Village agree that they will each defend, indemnify and save harmless the Town, and its officers, employees and agents, of and from any and all lawsuits, claims, actions, causes of action, judgments and/or liability imposed upon the Post Office, the Foundation, the Bank and the Village, their respective officers, employees and/or agents relating to the Project and arising from the negligence of the Town and its respective officers, employees, agents, contractors, subcontractors. These obligations to indemnify shall survive any termination of this Agreement.

#### 10. COMPLIANCE WITH LAWS.

The Parties agree that they will comply with all United States, State of New York, County of Monroe, Town of Wheatland statutes, local laws, ordinances, codes, rules and regulations which may be applicable to any acts or actions under this Agreement.

#### 11. TERMINATION OF AGREEMENT.

No Party shall have the right to terminate this Agreement after commencement of the Project. Commencement of the Project shall be defined as the following events having occurred:

- a. Easement Agreement duly executed by all Parties, without regard to status of recording in the Monroe County Clerk's Office.
- b. Purchase by the Town of any item of material associated with the Project.

#### 12. TITLE TO LANDS.

Each Party shall maintain ownership of their respective real property, subject to the terms and conditions of the Easement Agreement.

#### 13. ARBITRATION.

Should any dispute arise between the Town and the Post Office, the Foundation, the Bank or the Village regarding the manner or sufficiency of the performance of the Project or terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. The Project shall not be interrupted or delayed pending such decision.

#### 14. AUTHORITY FOR EXECUTION ON BEHALF OF TOWN.

The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Wheatland, at a meeting thereof held on \_\_\_\_\_. James Kirch, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Wheatland.

15. NOTICES.

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town: James Kirch, Supervisor. PO Box 15, 22 Main Street, Scottsville, NY 14546

To Bank: Dylan Karcher-Sun. 4 MetroTech Center, Floor 8, Brooklyn, NY 11245

To Foundation: Chris Hill. 1530 First Federal Plaza, Rochester, New York 14614

To Post Office: Tammy Kelley. 3 Rochester St, Wheatland, NY, 14546

To Village: Maggie Ridge, Mayor. 22 Main Street, Scottsville, NY 14546.

16. WAIVER.

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

17. COMPLETE AGREEMENT; MODIFICATION.

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

18. CONSTRUCTION OF AGREEMENT: APPLICABLE LAW.

This Agreement is governed by the laws of the State of New York.

19. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. BINDING EFFECT.

This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused their corporate seals to be affixed hereto and these presents to be signed by their duly authorized representative(s), and to be attested to by James Kirch, Supervisor, \_\_\_\_\_, the day and year first above written.

TOWN OF WHEATLAND

By: \_\_\_\_\_  
James Kirch, Supervisor

ISAAC GORDON FOUNDATION, INC.

By: \_\_\_\_\_  
[Name], [Office]

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
[Name], [Office]

VILLAGE OF SCOTTSVILLE

By: \_\_\_\_\_  
[Name], [Office]



**EXHIBIT "A"**

**EXHIBIT "B"**

**EXHIBIT "C"**

| <b>Party</b>      | <b>Cost Sharing Contribution</b> |
|-------------------|----------------------------------|
| <b>Village</b>    | <b>\$15,000.00</b>               |
| <b>Foundation</b> |                                  |
| <b>Bank</b>       |                                  |