



VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420
Telephone (585) 637-5300 · Fax (585) 637-1045
Website: www.brockportny.org

*The Victorian Village on the Erie Canal
Preserve America Community
Listed on the State and National Registers of Historic Places
Certified Local Government
Tree City USA Community
Erie Canalway Heritage Award of Excellence
Climate Smart Community*

December 27, 2016

Howard I. Briggs
Marilyn Briggs
26 Cailyn Way
Brockport, NY 14420

Dear Mr. Briggs:

It is my understanding that you went to Sweden Town Hall instead of Brockport Village Hall the evening of December 12th. Therefore, your application to the Planning Board regarding a fence at 26 Cailyn Way has been carried over to the **Monday, January 9, 2017 7pm** agenda – in the Village Hall Conference Room, 49 State Street, Brockport, NY. Your attendance or that of a representative is required at the meeting to present the application.

Any questions prior to the meeting should be directed to BI/CEO Miller at 637-5300 x19.

Sincerely,

A handwritten signature in black ink, which appears to read "Leslie Ann Morelli".

Leslie Ann Morelli
Brockport Village Clerk

Xc: PB file



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October 31, 2016

Howard I. Briggs
Marilyn Briggs
26 Cailyn Way
Brockport, NY 14420

Dear Mr. Briggs:

The Village is in receipt of your application to the Planning Board regarding a fence at 26 Cailyn Way. BI/CEO David Miller reviewed the materials submitted and found them acceptable. As yours was the only application received by the deadline for the November 14th meeting, I called and spoke with you today asking if it was time-sensitive. You said it was not and that it could wait until the December 12th Planning Board. This is greatly appreciated as it saves the Village money not having the Planning Board meet for a single application that is not time-sensitive.

Therefore, the Planning Board will review your application at its meeting: **Monday, December 12, 2016 at 7:00pm** in the Village Hall Conference Room, 49 State Street.

Your attendance or that of a representative is required at the meeting to present the application. Please be advised that approval by the Planning Board regarding front yard fencing is typically conditioned on the signing of a hold harmless agreement (sample attached).

Any questions prior to the meeting should be directed to me at 637-5300 x12 or BI/CEO Miller at 637-5300 x19.

Sincerely,



Leslie Ann Morelli
Brockport Village Clerk

Xc: PB file

**HOLD HARMLESS
AND INDEMNIFICATION
AGREEMENT**

I, _____, owner of the property at _____
in the Village of Brockport, agree to indemnify, hold harmless, and defend
the Village of Brockport and its employees from any action or cause of
action that may arise out of the issuance of approval for the front yard fence
installed closer than the code requirement of 3 feet from the Village
sidewalk.

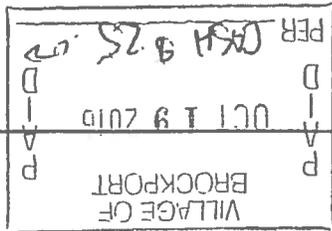
It is my understanding that the undertaking of any improvements is done
with full knowledge and acceptance of any risk that the Village Department
of Public Works could potentially damage the fence during routine
maintenance such as sidewalk snow plowing operations.

Owner's Signature

Sworn to before me this
_____ day of _____, 20__

STATE OF NEW YORK)
COUNTY OF MONROE)

Notary Public



VILLAGE OF BROCKPORT

49 State Street, Brockport, New York 14420
Phone: (585)-637-5300 ext. 14 Fax: (585)-637-1045
Website: www.brockportny.org

PLANNING BOARD APPLICATION

DEADLINE: MONDAY Noon, 2 weeks prior to meeting

Meeting Date: _____ at 7:00pm

Application Fee: \$ 25.00

Date Submitted: _____

Plans Submitted (7 copies): _____

Environmental Assessment Form Submitted: _____

Change of Use: _____ Fence: X
Subdivision: _____ Site Plan: X
Other: _____

Please note:

- Applicant must attend meeting(s).
- Failure to show, withdrawal of application, or denial will result in forfeiture of fee.
- Applicant may be billed for Village Engineer fees related to the review of application.
- The Planning Board will determine the need for a public hearing. If so, a separate fee will be billed.

PROPERTY ADDRESS: 26 CARLYN WAY BROCKPORT NY 14420

Tax Map Parcel #(s): 069.11-9-18 #18 Parcel size: 80'-0 width 155'98 depth

Property Zoning District: RESIDENTIAL UNIT DEVELOPMENT Property Class: 311

Present Use of Property: HOME Proposed Use of Property: SAME

Flood Zone: Yes No Map # _____ Map Date _____

Description of Proposal: IN STALL FENCE ALONG WEST SIDE

Description of any planned remodeling: _____

Certification of Statements:

The applicant(s) hereby affirms that the above information is accurate and complete, to the best of his/her knowledge and he/she/they is/are the title owner(s) of the property or has have been authorized by the title owner(s) to make this application.

I/We hereby certify that I/We are title owner(s) of the property property identified in the above application and that the applicant(s) named is/are authorized to make the application described herein.

Howard D Briggs
Applicant Signature

Howard D Briggs
Owner Signature

Applicant Name Printed/Typed

Owner Name Printed/Typed

26 Carlyn way Brockport NY 14420
Street City State Zip

Street City State Zip

Phone # E-mail Phone # E-mail

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: 6' 3" FENCE			
Project Location (describe, and attach a location map): INSTALLED 3' EAST OF WEST PROPERTY LINE			
Brief Description of Proposed Action: 76' OF 6' FENCE 41'-0" OF 3' FENCE			
Name of Applicant or Sponsor: Howard BEIGAS		Telephone	
		E-Mail	
Address: 26 CAYLEN WAY			
City/PO: BREXPURT		State: N.Y.	Zip Code: 14420
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO X	YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO X	YES
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	X	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	X	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	X	

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Howard Briggs

Date: Oct. 19, 2016

Signature: Howard Briggs

STOP HERE

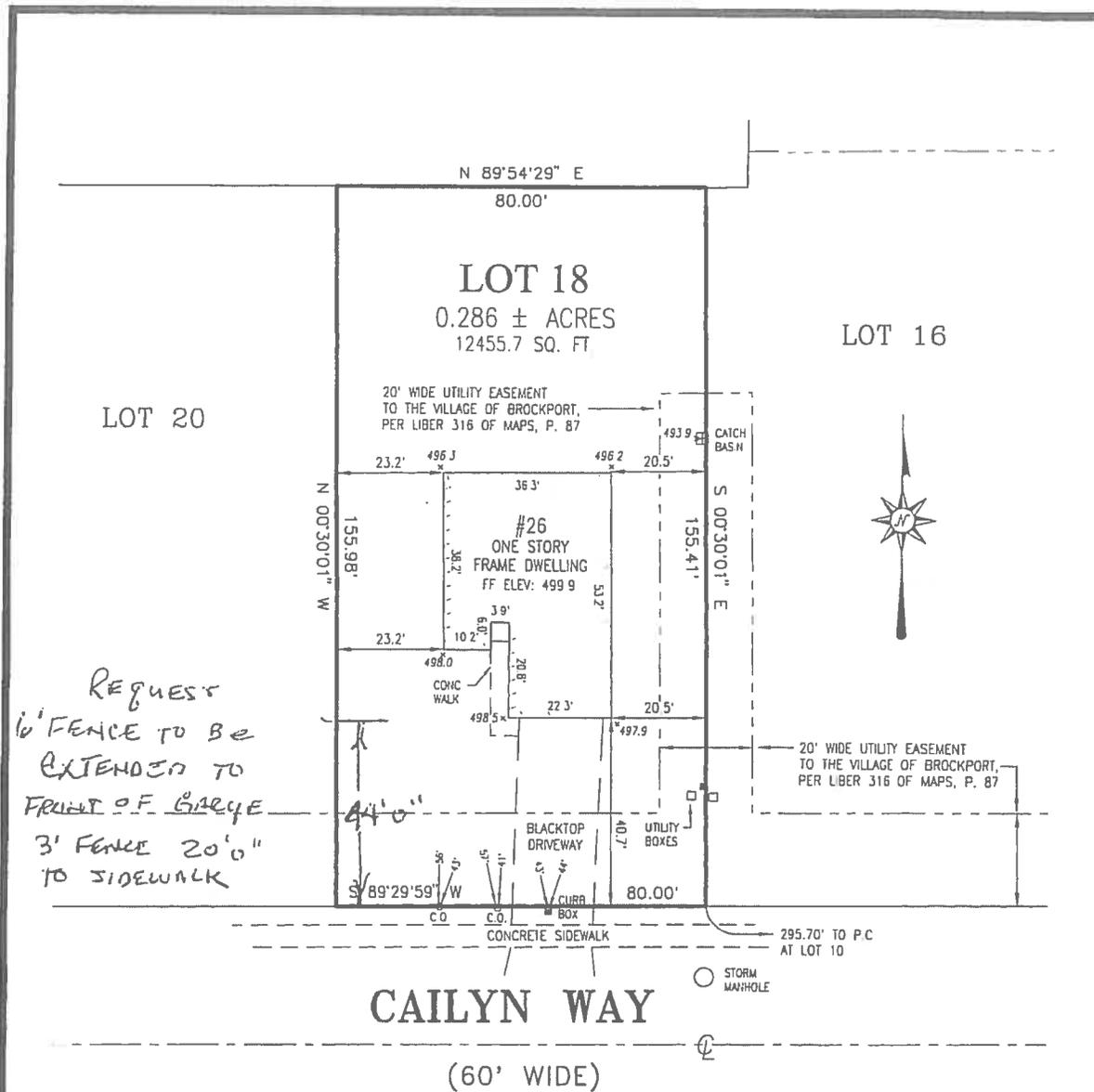
Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions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

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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

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

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



REQUEST
10' FENCE TO BE
EXTENDED TO
FRONT OF GARAGE
3' FENCE 20' 0"
TO SIDEWALK

INSTRUMENT LOCATION MAP
OF
LOT 18 OF REMINGTON WOODS, SECT. 1
BEING
#26 CAILYN WAY
SITUATE IN
TOWN LOT 2, SECTION 8, TOWNSHIP 3, TRIANGULAR TRACT,
VILLAGE OF BROCKPORT, COUNTY OF MONROE, STATE OF NEW YORK

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I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED DECEMBER 8, 2015.

REFERENCES:
TAX MAP No. 068.110-09-018
LIBER 10468 OF DEEDS, P. 559
LIBER 316 OF MAPS, P. 87
ABSTRACT OF TITLE NOT PROVIDED

SCALE: 1" = 30'
DATE: DECEMBER 17, 2015

SCHULTZ ASSOCIATES
ENGINEERS & LAND SURVEYORS, P.C.
129 SOUTH UNION STREET, PO BOX 89
SPENCERPORT, NEW YORK 14559
585-349-3750
www.SchultzAssociatesPC.com

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
JOB No.: 15.257
DRAWN BY: CJA

NEW YORK STATE FENCE INC.
858 MANITOU ROAD
HILTON, NY 14468
Phone (585) 392-3222 * Fax (585) 392-2126
E-mail sales@nysfence.com

STARTING THE PROCESS OF ORDERING YOUR FENCE

1. Contact your local government, city or town (building department) where you live to verify what the requirements are to have a fence installed on your property. You will be responsible for obtaining survey, any necessary permits and shall assume full responsibility for the location and alignment of the fence, and shall hold New York State Fence, Inc. harmless from any and all claims arising from the survey of said property, location of said fence line, personal injury, or property damage arising from or caused by the installation of said fence.
2. 25% Deposit is required upon signing.
Payment Options:
 - a. Credit Card (American Express, MasterCard, Visa, or Discover.
(Call your information in to @ Ext 217.
prior to mailing the contract or enclose note requesting that we contact you for card information.)
 - b. Personal Check
 - c. Money Order
 - d. Cash
 - e. Financing - Contact Sue @ Ext. 215 for additional information
3. Sign
 - a. Bottom of contract and return the white copy
 - b. Capital Improvement Form (fence repairs do not require this form)
 - c. Mail or drop off the above to our office with deposit. If you called in the deposit ahead of time just mail them in.
4. Underground Utility Stake Outs
 - a. New York State requires an underground utility stake out for all jobs that require digging. New York State Fence Inc. will contact the utility companies and flags and/or spray paint will be used on your property to locate any underground utilities. **Please do not remove the markers!**
 - b. Customer is responsible for locating and staking any private utilities or sub surface items that are buried on the property (reference #10 on back of contract for examples of private utilities).

Note: Any questions regarding this step can be addressed to your Sales Representative.
5. Please Note: Balance due upon completion of installation.
 - a. You may leave a check, money order or cash with our Crew
 - b. Call in your credit card information to (@ Ext. 217)
 - c. Mail payment

Note: Contract shall serve as invoice.

Once we process the deposit your contract will be forwarded to the scheduling department (Ext 217). You will be mailed a confirmation letter with updated lead-time or you will be contacted by phone to be scheduled. Please keep in mind that this process may take a while during our busy season and the jobs are scheduled in the order they are received.

Thank you for choosing New York State Fence Co., Inc.



New York State and Local Sales and Use Tax

ST-124 (5/06)

Certificate of Capital Improvement

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials.

Table with customer and contractor information including names, addresses, cities, states, and ZIP codes.

To be completed by the customer: Describe capital improvement to be performed:

FENCE INSTALLATION

Project name and street address fields.

I certify that:

- I am the owner, tenant, of the real property identified on this form, and
The work described above will result in a capital improvement to the real property within the guidelines of this form, and
This contract includes, does not include, the sale of tangible personal property that, when installed, retains its identity as tangible personal property and does not become a permanent part of the real property.

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor, if it is determined that this work does not qualify as a capital improvement, and
I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract, when the property installed by the contractor does not become a permanent part of the real property; and
I will be subject to civil or criminal penalties (or both) under the Tax Law, if I issue a false or fraudulent certificate.

Signature of customer, Title, and Date fields.

To be completed by the contractor:

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above. (A copy of the written contract, if any, is attached.)

I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer, Title, and Date fields.

This certificate is not valid unless all entries are completed.



NEW YORK STATE FENCE INC.

858 Manitou Road • Hilton, New York 14468

(585) 392-3222

Fax (585) 392-2126

Website: www.nysfence.com

E-Mail: info@nysfence.com

No.R 59521

Estimated Start Date DEC 2016

Account # _____ FENCING ESTIMATE AND CONTRACT

Previous Customer Yes No Date 10-7-16

Customer's Name HOWARD BRIGGS Home Phone # _____

Address 26 CAILYN WAY Bus Phone # _____

City, State, Zip BRICKPOET NY 14420 Cell Phone # _____

CASH PRICE	DEPOSIT	BALANCE UPON COMPLETION	E-mail
<u>\$ 3625</u>	<u>25%</u>		

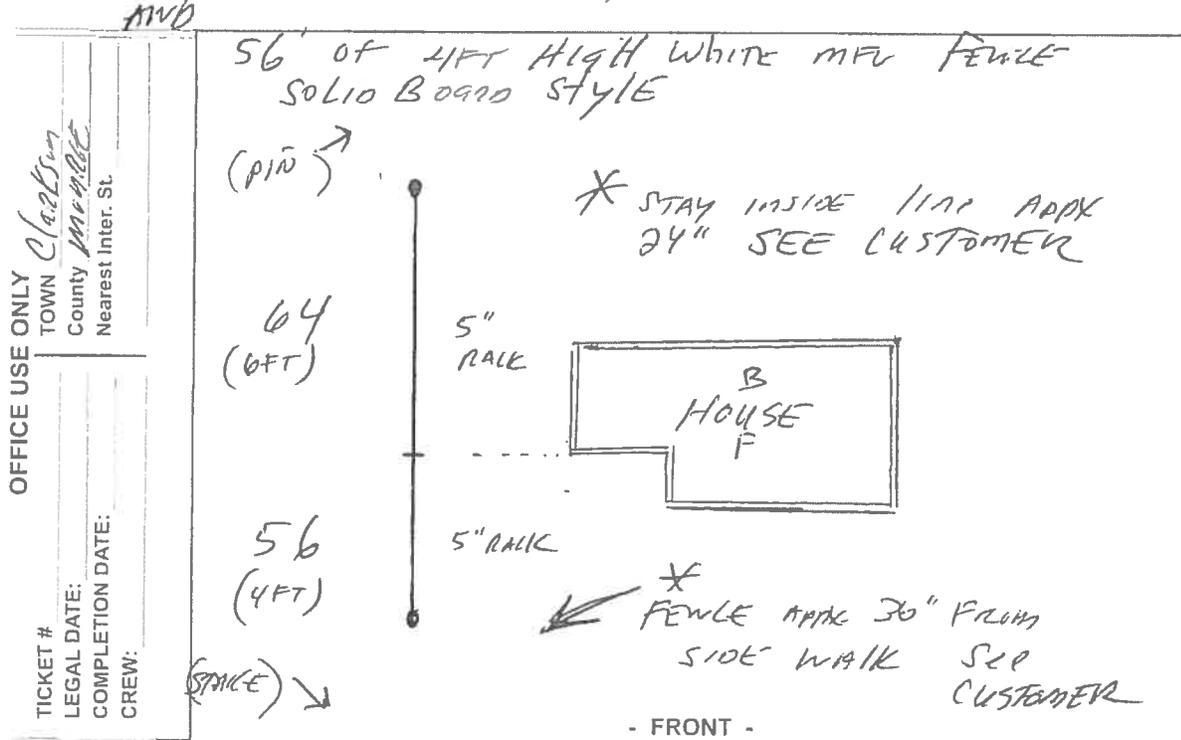
Past Due Accounts will be subject to a Service Charge of 2% per month which is an Annual Rate of 24%

MATERIAL SPECIFICATIONS

Financing Yes No

GALVANIZED CHAIN LINK FENCE BLACK	WOOD FENCE	MFV/ ORNAMENTAL
Type _____	Type _____	Type <u>6' AND 4' SOLID BOGARD</u>
Wire _____ Gate Posts _____	Pickets _____	Posts <u>5X5 AND 4X4</u>
Top Rail _____ BTW _____	Back Rails _____	Post Tops <u>ROTTEN</u> Picket Tops <u>ROTTEN</u>
Line Posts _____ Anchors <input type="checkbox"/> Concrete <input type="checkbox"/>	Post Size _____	Other _____ Other _____
End Posts _____ Anchors <input type="checkbox"/> Concrete <input type="checkbox"/>	Post Tops _____	Slope <u>WHITE</u> Other _____
Corner Posts _____ Anchors <input type="checkbox"/> Concrete <input type="checkbox"/>	Other _____	Other _____ Other _____
Hardware _____ Pool <input type="checkbox"/> Standard <input type="checkbox"/>	Hardware _____ Pool <input type="checkbox"/> Standard <input type="checkbox"/>	Hardware _____ Pool <input type="checkbox"/> Standard <input type="checkbox"/>

Description 64' of 6FT HIGH WHITE MFV FENCE SOLID BOGARD style



Special Notes / Directions _____

IMPORTANT NOTES: Any Necessary permits shall be obtained by the owner. A survey is highly recommended as owner is responsible for location of fence. Please read and review entire contract back and front.

Customer Signature X _____ Date _____ New York State Fence Inc Sales Representative

Customer Signature _____ Date _____ James Vagstad

- 1) It is the customer's responsibility to obtain a survey map, and to layout the location where the fence is to be installed. The customer shall assume full responsibility for the location and alignment of the fence, and shall hold New York State Fence, Inc. harmless from any and all claims arising from the survey of said property, location of said fence line, personal injury, or property damage arising from or caused by the installation of said fence.
- 2) Any excess fence materials delivered to the site and not used in the installation of the fence, shall remain the property of New York State Fence, Inc. All excess dirt and any materials removed or trimmed during the fence installation shall be left on site.
- 3) New York State Fence, Inc. shall not be responsible or liable for delay, damage or default due to war, strikes, shortages of labor, material or transportation, acts of civil or military authorities or other causes beyond their control. The undersigned customer hereby expressly waives his or her rights to any claims which may arise from any of these reasons.
- 4) This contract shall constitute the entire agreement between the parties, and shall not be altered, or modified, except by written agreement between the parties.
- 5) In the event this contract is not approved by an officer of New York State Fence, Inc., any payment made hereunder shall be refunded to the customer and this contract will be null and void.
- 6) All existing fences, bushes, shrubs, etc. shall be the customer's obligation to remove or trim unless otherwise stated in the contract. New York State Fence, Inc. shall not be responsible for the removal of any of these items from the site.
- 7) This quotation does not include an air compressor for digging in the underlying rock, foundation, or unusually hard digging conditions. If any of these items are encountered, there shall be an additional charge.
- 8) If New York State Fence, Inc. is stopped for any reason from completing this contract due to any dispute, New York State Fence, Inc. shall be paid within ten days for any time or material that was used on this job.
- 9) It is agreed by the customer that any materials not paid for which are used on this project shall remain the property of New York State Fence, Inc. until paid for in full. It is also agreed that New York State Fence, Inc. shall have the right to enter the property to take down and remove any materials not paid for, according to the contract, and that the customer shall remain liable and obligated to pay New York State Fence, Inc. for all labor to erect and also to dismantle and remove the fence materials. In such event, there shall also be a 25% usage and wear charge applied to customer's contract on all materials which are dismantled and or removed due to non payment. It is further understood that any contract not paid for within the agreed time may result in a mechanics lien being placed on the owner's property in accordance with applicable lien laws.
- 10) Customer assumes full responsibility for locating and staking any private utilities or sub surface items that are buried on their property. These items shall include but not be limited to, sewers, septic systems, underground tanks, electric lines, cable lines, gas lines, swimming pool lines, water lines, pet containment lines, sprinkler systems, etc. If any of these items are damaged due to the fence installation, the customer shall hold New York State Fence, Inc. harmless and the customer shall assume full responsibility for any and all damage or repairs needed.
- 11) By customer signing this contract, he or she authorizes New York State Fence, Inc. to investigate the credit history of the customer and to use the information obtained to approve or disapprove this contract.
- 12) Choice and style of fencing to be installed is the responsibility of the customer. Customer agrees to hold New York State Fence, Inc. harmless for any claims arising from fences which are installed and may or may not meet local or New York State building codes. Customer also agrees to hold New York State Fence, Inc. harmless for any claims arising from the installation of the fence per this contract including safety closures that are installed for swimming pools or yards, etc.
- 13) NOTE: Customer may cancel contract at any time up to midnight of the third business day after this contract is signed, and receive a full refund of any deposit received. After such time, if this contract is cancelled by the customer for any reason, a 15% cancellation fee of the contract price shall be deducted from any deposit received. Special order items may carry higher cancellation fees. A contract deferred or placed on hold for a period exceeding (1) year will be deemed cancelled by the customer, and the entire deposit in full will be forfeited by the customer.
- 14) All deposits and payments received shall be deposited in contractor's business account. _____
- 15) It shall be the customer's responsibility to check with the local government, city, or town in which they live to verify what the requirements are to have a fence installed on their property. It is their responsibility to verify these requirements and obtain and pay for any and all necessary permits.
- 16) By signing this contract, I certify that I own, or I have the owner's permission to enter into this contract, for the above listed property. I have the authority to enter into this contract, and I will be personally liable for the execution of the terms and conditions of this contract.
- 17) Special Note For Wood Fence Customers Only: Shrinking, warping, checking, cracking and knots are characteristics of treated and untreated lumber and will not be grounds for rejection or warranty claims.