

## VILLAGE OF BROCKPORT

"To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

### VILLAGE BOARD - MEETING AGENDA

**Monday, September 21, 2015 7:00pm**

**Location: Village Hall conference room**

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
  
- **OATH OF OFFICE:** (ceremonial) Village Justice Andrews to administer to Justice Clerk Stacy A. Burke
- **CERTIFICATES & PROCLAMATIONS:** Western Monroe Historical Society – 50<sup>th</sup> anniversary
- **GUESTS:** Larsen Engineers – solar feasibility study report
- **PUBLIC HEARING:** none
- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
  
- **CONSENSUS ITEMS:**
  - Approval of minutes – 8/17/15 & 8/24/15 & 8/31/15 & 9/9/15
  - Approval of bills to be paid – 9/9/15 & 9/21/15
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    - Tax collection update
    - United Way award of excellence
- **DEPARTMENT REPORTS:** (VB meeting the 3<sup>rd</sup> Monday of each month)
  - Treasurer – Treasurer Daniel P. Hendricks
    - Financial reports for period ending 8/31/15
  - Building / Zoning / Code Enforcement – BI/CEO David J. Miller, Jr.
    - Request for a temporary increase in hours for BI/CEO Clerk
    - Request for a temporary "stay" on realtor sign requirements
  - Police – Police Chief Daniel P. Varrenti
    - Monroe County Police Department salaries
  - Public Works – Superintendent Harry G. Donahue
    - Fall water main flushing
    - Fall brush pickup
- **PERSONNEL ITEMS:**
  - Accept resignation of Police Officer Chad Brady effective 9/20/15
  - Appoint to fill vacancy on E.L.K. Museum Board to complete a term to 6/30/16
- **OLD or NEW BUSINESS:**
  - Authorization to include in solar farm with bill back - Seymour Library, Market St & West Ave fire stations
  - Authorization for DPW Spt. to attend NYCOM Public Works Training School 10/25-10/28
  - Authorization to purchase new gasoline & diesel pumps
  - Authorization to purchase a new dump truck to replace old 1995 dump truck
  - Authorization to purchase key fob system for Police Department
  - SEQR Lead Agency Coordination Request – re Sweden Town Board – rezoning project – portion of vacant parcel on Owens Road
  - Grants:
    - Authorize J. O'Connell Associates to prepare grant application – to Rochester Area Community Foundation for up to \$2,000 towards groundcover for Corbett & Monika Andrews Children's Parks
    - Authorize J. O'Connell Associates to prepare grant application for GBDC – to M&T Bank for up to \$10,000 for railroad bridge welcome mural
    - Authorize J. O'Connell Associates to prepare grant application – to Livingston Arts for a NYSCA Decentralization Program grant for up to \$5,000 for railroad bridge welcome mural
    - Authorize J. O'Connell Associates to prepare grant application for GBDC – to Livingston Arts for a NYSCA Decentralization Program grant for up to \$5,000 to support 2016 Summer Serenades
    - LGRMIF 2015-2016 application not funded re \$6,375 for historic maps restoration for E.L.K. Museum - authorize use of Shafer Trust monies to fund the project
  - State & National Registers of Historic Places - received notice - Park Avenue/State Street Historic District
  - E.L.K. Museum guest speaker series
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
    -
  - Trustee/Deputy Mayor William G. Andrews
    -
  - Trustee Valerie A. Ciciotti
    -
  - Trustee Katherine J. Kristansen
    -
  - Trustee John D. La Pierre
    -
- **EXECUTIVE SESSION (if needed)**
- **ADJOURNMENT**
  - **Upcoming:**
    - Village Board work session: Monday, 9/28*
    - Village Board meeting: Monday, 10/5*
    - Village Hall closed: Monday, 10/12 for holiday*
    - Village Board meeting: 7pm Monday, 10/19 (with Attorney & Treasurer & Department Heads)*
    - Village Board work session: 7pm Monday, 10/26*

# **GUIDELINES** **FOR PUBLIC COMMENT:**

The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

- Speakers must be visible.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to (5) five minutes on a given topic or extended if recognized by the presiding officer.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks shall be addressed to the Board as a body and not to any member thereof.
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.

**VILLAGE OF BROCKPORT  
PROCLAMATION**

*WHEREAS, the Western Monroe Historical Society is celebrating on October 17, 2015, the 50<sup>th</sup> anniversary of the founding of the organization; and*

*WHEREAS, the Western Monroe Historical Society is a registered not-for-profit educational organization chartered through the State of New York; and*

*WHEREAS, the 350 members of the Western Monroe Historical Society are committed to the preservation and enhancement of their headquarters in Brockport at 151 Main Street; and*

*WHEREAS, the Western Monroe Historical Society hosts many community wide events and educational programs each year; and*

*WHEREAS, the Western Monroe Historical Society is open to all persons to join and participate in the maintenance of local history; now*

*BE IT THEREFORE RESOLVED, I, Margaret B. Blackman, by virtue of the authority vested in me as Mayor, and on behalf of the Village Board, do hereby tender this proclamation and warmly commend the Western Monroe Historical Society for its longevity and its faithful service to this community and do hereby proclaim the 17<sup>th</sup> day of October, 2015 as "Western Monroe Historical Society Day" in and for the Village of Brockport.*

*IN WITNESS WHEREOF, we have here unto set our hands and caused the Corporate Seal of the Village of Brockport to be affixed this 21<sup>st</sup> day of September, in the year 2015.*

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*Margaret B. Blackman, Mayor*

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*William G. Andrews, Trustee/Deputy Mayor*

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*Valerie A. Ciciotti, Trustee*

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*Katherine J. Kristansen, Trustee*

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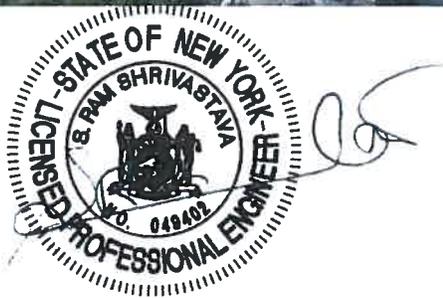
*John D. LaPierre, Trustee*



# *SOLAR FEASIBILITY STUDY REPORT*

## *PREPARED FOR*

### *VILLAGE OF BROCKPORT*



AUGUST 24<sup>TH</sup>, 2015

PREPARED BY:



700 WEST METRO PARK, ROCHESTER, NY 14623-2678  
Phone: 585-272-7310 Fax: 585-272-0159

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- B. Annual Perspective of Savings

## I. INTRODUCTION

Larsen Energy Group is providing solar photovoltaic (PV) project services for the Village of Brockport within the context of the New York State Energy Research and Development Authority (NYSERDA) NY-Sun program. This work includes a solar PV system feasibility analysis with recommended solar PV system size and location and a projection of the economic implications/benefits of installing a solar array to meet a portion of the electricity needs of the Village. The proposed project is also expected to provide long-term energy cost stability and progress toward sustainability and resiliency.

This report provides the results of the feasibility study and the economic projection. The preliminary analysis results are summarized below:

- Thirteen electric meters were identified from Village of Brockport electrical bills. Analysis of the bills for these meters shows annual electricity usage of approximately 518,800 kilowatt-hours (kWh).
- Electricity usage by the Village of Brockport supports solar PV generating capacity on the order of 400 kilowatts alternating current (kWac) or approximately 486 kWdc.
- A preliminary phase of this project identified the Brockport Landfill located at 6793 East Canal Road in Brockport.
- Estimated project installation costs are \$900,000 to be born by the selected developer
- Estimated project savings over 25 years of PPA term \$790,000

The remainder of this report will provide more detail regarding 1) electric bill analysis and justification for system sizing, 2) site suitability determinations, and 3) the economics of a solar array.

## II. SOLAR ARRAY SIZING

NYSERDA provides grant funding for energy storage, energy efficiency, and renewable energy generation projects through the NY-Sun Incentive Program. This grant funding for solar PV projects makes solar array installation possible for customers interested in implementing solar PV systems to generate their own power. The solar array sizing is limited to the lesser of 1) that which will produce 110% of a municipality's usage (kWh/year) based on a capacity factor of 13.4% or 2) 2 MWac production capacity. The purpose of this policy with regard to the first limit is to prevent owners of distributed electricity generation facilities from generating electricity in excess of their own usage while still allowing for modest additional capacity if the owner increases electrical usage. The second limit stems from a restriction on interconnection to the utility grid and the practical considerations for grid operators to manage added distributed generation.

An analysis of the electricity bills provided by the Village of Brockport indicates a total of thirteen meters or service accounts. The full breakdown of the consumption at these facilities is provided in Appendix A and a summary of their individual usage is outlined in Table 1 below:

Facility Name	Address	Annual Consumption (kWh/year)
Clinton Street Police Department	1 Clinton Street	79,930
100 Main Street	100 Main Street	2,0217
Village Hall	49 State Street	27,658
Main Street Sign	224 Main Street	252
Canal Lighting	1 Fayette Street	9,159
Welcome Center	Harvester Park	10,934
Cailyn Way Lift	Cailyn Way	1,425
Outdoor Lighting 1	n/a	77,878
Outdoor Lighting 2	n/a	208,552
Outdoor Lighting 3	n/a	31,994
Traffic Control Service	105 Adams Street	3,111
Water Com	East Ave	23,236
Public Works Garage	38 East Avenue	42,669
<b>Total Usage</b>		<b>518,825</b>

A solar array installed in the Village of Brockport is expected to operate with a capacity factor on the order of 13 to 15%. This accounts for geographic and climate conditions that influence exposure of the panels to direct sunlight as well as system losses and inverter efficiency. With consideration of this capacity factor, a system of 486kWdc will generate enough power to meet the Village of Brockport’s annual consumption.

### III. SYSTEM SITING AND ENVIRONMENTAL IMPACT

Ground mounted solar PV systems require between 3 and 8 acres per megawatt depending on the characteristics of the site. For example, ground slope and variations in slope can impact the spacing of rows of solar panels. Also, obstructions such as trees can shade portions of a proposed site resulting in loss of energy production, the need to design around shaded areas or tree removal. In fact, numerous factors impact site selection such as:

- Acreage available
- Shading created by trees, buildings, and other obstructions
- Degree and aspect of ground slope
- Existence of wetlands, ponds, streams, and other natural water bodies
- Proximity to major electrical infrastructure for connecting to the electrical grid
- Proximity to other sensitive land uses

An ideal site would provide plenty of space, a gentle south-facing slope, no shading or wetlands, and close proximity to adequate power lines for the size of system being proposed. Based on these criteria, only one parcel owned by the Village of Brockport and known to Larsen Engineers is viable for the development of the solar PV system. The Brockport Landfill located at 6793 East Canal Road consists of more than 13 unshaded, undeveloped acres. A fenced-in, solar array that meets the Village’s needs would occupy between two and three acres of this parcel. The image below shows a preliminary array design.



**Proposed Solar Array on Brockport Landfill**

Site Considerations

There are several aspects of this site that make it an ideal location for the development of a solar PV system. As a closed landfill, it is unsuitable for most other additional uses; yet, regular maintenance has kept it primarily unshaded—a requirement for an effective solar PV system. Moreover, the landfill is currently serviced by an access drive that will aid construction and maintenance, and its location at over 1,000ft from the East Canal keeps the site out of public view.

Despite the advantages of developing on the Brockport Landfill site, there will be challenges to implementation. Because of geotechnical requirements, the panel racking will likely have to be ballasted rather than utilizing buried foundations, which increases costs somewhat. Similarly, the developer may be required to minimize ground disturbance, causing challenges for conduit runs, utility interconnection, and siting of the system’s larger equipment (such as a customer-owned transformer if needed). At over 1,000ft between the proposed system and the nearest electrical pole, interconnection expected to significantly impact developer-side project cost. These items do not yield the site unsuitable but rather add some minor cost and complexity to the project.

Environmental Impact

The chart below gives some real-world comparisons of the real world environmental impact of the solar array installation (according to the U.S. EPA’s “Greenhouse Gas Equivalencies Calculator”).

Measure	Quantity
Tons of Carbon emission Elimination	434
Cars Taken Off the Road for One Year	82.9
Gallons of Gasoline Burned	44,304
Trees Planted and Grown for 10 Years	10,096
Homes Powered for One Year	35.9

Beyond the benefits of energy security and “Going Green”, there will be positive economic benefits as well from the energy cost savings by the community. Our initial estimate of the Net present worth of the system operated over a period of 30 years is astounding:

**Net Present Value of Savings = \$702,000**

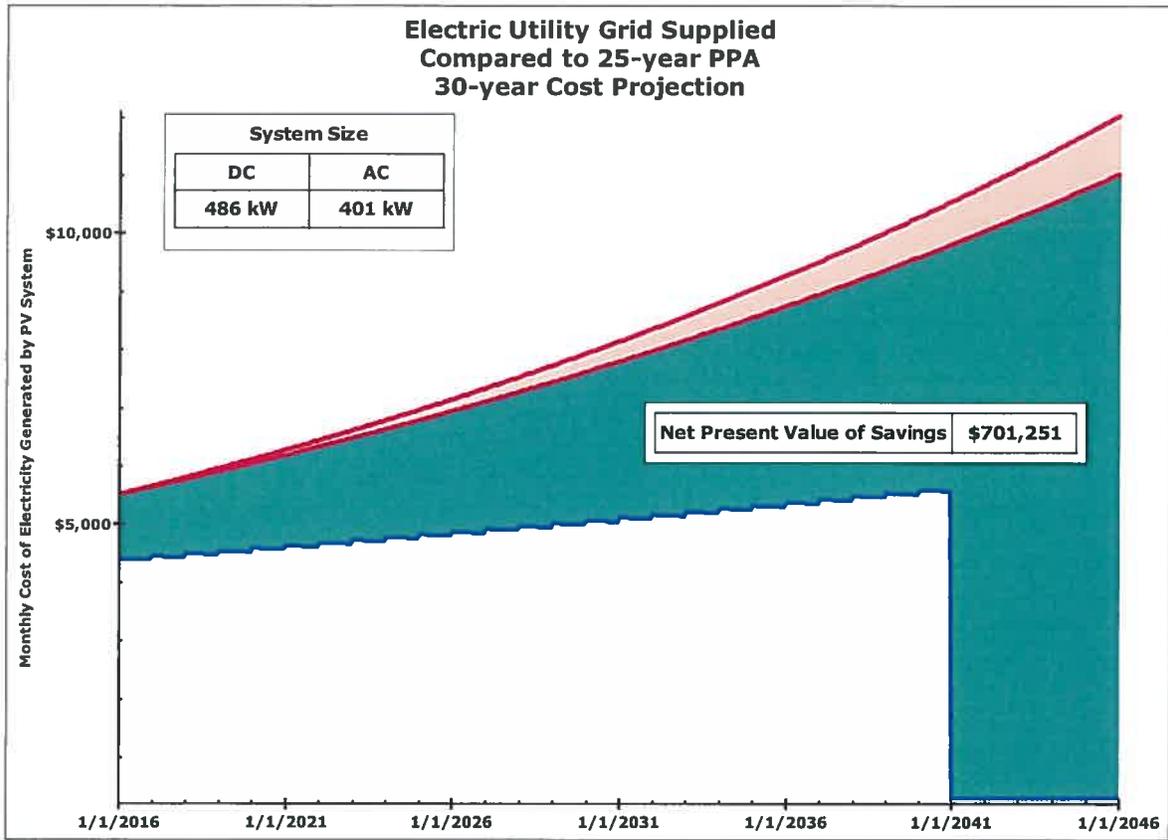
This money can be used to invest in the local economy to control taxes, stimulate business development, improve municipal facilities, or provide incentives for its citizens to make their homes more eco-friendly.

**IV. SOLAR PROJECT IMPLEMENTATION ECONOMIC PROJECTION**

This project will provide the Village of Brockport with both immediate and long-term savings. The table below summarizes system elements and assumptions for a 486 kwdc project.

<b>Input Title</b>	<b>Value</b>
Metered Grid Rate	\$0.111800 per kWh
Grid Escalation Rate	3.0 %
Capital Cost to Build	\$1.80 per W
Annual Consumption	518,625 kWh
Capacity Factor	13.92 %
Annual Degradation Rate	0.50 %
O&M Rate	\$0.007 per kWh
PPA 1 Rate	\$0.0895 per kWh
PPA 1 Escalation	1.50 %
PPA 1 Term	25.00 yr
NPV Discount Rate	3.75 %/yr

The figure below is a graphical representation of the long term savings associated with the projected cost of power over the next thirty years. It compares the cost of continued use of grid provided electricity versus energy independence from installing a 401kWac solar array through a power purchase agreement. The red lines and shaded area above the green area represent the cost of electricity if purchased from the grid and the uncertainty regarding these future costs. This portion of the projection represents the cost for both delivery and supply and assumes an annual increase of three percent. The blue line represents the cost projection for a power purchase agreement (PPA 1 above). The projection also tabulates the net present value of the savings based on the average anticipated grid cost. Annual savings are tabulated for this analysis in Appendix B.



## Appendix A: Electric Billing Detailed Analysis

### Electricity USAGE Data (kWh)

Clinton St Police Department	100 Main St	Village Hall	224 Main St. Sign	Fayette St. Canal Lighting	Welcome Center	Calvin Way Lift	Outdoor Light Service 1	Outdoor Light Service 2	Outdoor Light Service 3	Traffic Control service	16 Market St	Water - East Ave	Dept of Public Works - 38 East Ave
May-14	6,668	94	2,023	92	610	691	106	5,386	14,359	2,334	263	0	1,330
Jun-14	6,822	87	2,086	78	436	1,306	85	4,749	12,664	1,936	254	2	1,308
Jul-14	7,737	102	2,453	80	616	2,064	90	5,248	13,990	2,137	281	5	1,788
Aug-14	7,004	159	2,153	2	705	1,551	83	5,248	13,990	2,137	254	38	1,576
Sep-14	8,016	110	1,838	0	812	1,138	94	5,386	15,288	2,334	254	5	2,014
Oct-14	6,360	150	1,675	0	940	819	81	7,324	18,528	2,983	272	5	2,590
Nov-14	6,796	146	1,855	0	942	819	81	7,324	18,528	2,983	272	5	2,590
Dec-14	6,454	99	2,306	0	966	611	142	7,910	21,091	3,222	254	0	1,762
Jan-15	6,336	114	2,470	0	966	611	142	8,464	21,564	3,445	263	0	2,256
Feb-15	6,123	22	3,377	0	1,023	728	159	9,584	25,552	3,903	254	0	2,441
Mar-15	6,009	22	2,670	0	780	638	153	7,612	20,139	3,107	254	0	2,449
Apr-15	5,605	22	2,248	0	675	526	137	5,213	13,889	2,122	254	0	2,674
Total	79,930	2,027	27,658	252	9,159	10,934	1,425	77,878	208,152	31,994	3,111	55	23,236
												Total all Facilities	518,880

The above table summarizes total electrical usage for the Village of Brockport for one year. Because a complete record of utility bills was unavailable, estimates (displayed in red) were used to calculate an estimate total usage. Variations in electricity usage are typically seasonal (i.e. more lights are turned on for longer in the winter), and the values used above reflect this pattern.

### Total COST Rate DATA

Clinton St Police Department	100 Main St	Village Hall	224 Main St. Sign	Fayette St. Canal Lighting	Welcome Center	Calvin Way Lift	Outdoor Light Service 1	Outdoor Light Service 2	Outdoor Light Service 3	Traffic Control service	16 Market St	Water - East Ave	Dept of Public Works - 38 East Ave
May-14	\$ 0.1265790	\$ 0.1844890	\$ 0.1265790	\$ 0.1183268	\$ 0.1835190	\$ 0.1834890	\$ 0.1321300	\$ 0.1287500	\$ 0.1211800	\$ 0.0984300	\$ 0.13700818	\$ 0.1265790	\$ 0.1265790
Jun-14	\$ 0.1422240	\$ 0.2029881	\$ 0.1405861	\$ 0.1337670	\$ 0.2029881	\$ 0.2013893	\$ 0.1287500	\$ 0.1287500	\$ 0.2163000	\$ 0.0982300	\$ 0.1374040	\$ 0.1422240	\$ 0.1422240
Jul-14	\$ 0.1491510	\$ 0.2056310	\$ 0.1491510	\$ 0.1275320	\$ 0.2056310	\$ 0.2056310	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.1000200	\$ 0.1374040	\$ 0.1491510	\$ 0.1491510
Aug-14	\$ 0.1481910	\$ 0.2041710	\$ 0.1481910	\$ 0.1275320	\$ 0.2042010	\$ 0.2041110	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.1000200	\$ 0.1374040	\$ 0.1481910	\$ 0.1481910
Sep-14	\$ 0.1501210	\$ 0.2063791	\$ 0.1501210	\$ 0.1275320	\$ 0.2064091	\$ 0.2062273	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.1000200	\$ 0.1374040	\$ 0.1501210	\$ 0.1501210
Oct-14	\$ 0.1494390	\$ 0.2090350	\$ 0.1497550	\$ 0.1275320	\$ 0.2090650	\$ 0.2090350	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.0929500	\$ 0.1282467	\$ 0.1501210	\$ 0.1501210
Nov-14	\$ 0.1488820	\$ 0.2121300	\$ 0.1510951	\$ 0.1275320	\$ 0.2121600	\$ 0.2121300	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.0929500	\$ 0.1282467	\$ 0.1497550	\$ 0.1497550
Dec-14	\$ 0.1521561	\$ 0.2122290	\$ 0.1523498	\$ 0.1275320	\$ 0.2121600	\$ 0.2121300	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.0929500	\$ 0.1282467	\$ 0.1519151	\$ 0.1519151
Jan-15	\$ 0.1521910	\$ 0.2134630	\$ 0.1523498	\$ 0.1275320	\$ 0.2134830	\$ 0.2134530	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.0929500	\$ 0.1282467	\$ 0.1519151	\$ 0.1519151
Feb-15	\$ 0.1541210	\$ 0.2136234	\$ 0.1540220	\$ 0.1275320	\$ 0.2137134	\$ 0.2137134	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.0929500	\$ 0.1282467	\$ 0.1540220	\$ 0.1540220
Mar-15	\$ 0.1537550	\$ 0.2136234	\$ 0.1536040	\$ 0.1275320	\$ 0.2137134	\$ 0.2137134	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.0929500	\$ 0.1282467	\$ 0.1536040	\$ 0.1536040
Apr-15	\$ 0.1529300	\$ 0.1822353	\$ 0.1288910	\$ 0.1275320	\$ 0.1822953	\$ 0.1822353	\$ 0.1289800	\$ 0.1289800	\$ 0.2163000	\$ 0.0929500	\$ 0.1282467	\$ 0.1529300	\$ 0.1529300
Average rate for this meter	\$ 0.1483117	\$ 0.2004123	\$ 0.1466947	\$ 0.1300530	\$ 0.2048298	\$ 0.2050883	\$ 0.1007125	\$ 0.1007125	\$ 0.178373	\$ 0.0895413	\$ 0.1290383	\$ 0.1466947	\$ 0.1466947

The above table summarizes per kWh rates paid by the village of Brockport for electrical usage over one year. Rates for months missing in the billing record were not estimated, but rather the average rates for these meters (in red) were estimated based on available data.

**Appendix B: Annual Perspective of Savings**

Year	Expected Production (kWh)	PPA Rate (\$/kWh)	Annual PPA Payment	Utility Credit rate (\$/kWh)	Annual utility Credit (\$)	Annualized Savings (\$)
1	592,643	\$0.08950	\$53,042	\$0.11180	\$66,257	\$13,216
2	588,198	\$0.09080	\$53,433	\$0.11520	\$67,733	\$14,300
3	583,787	\$0.09220	\$53,828	\$0.11860	\$69,242	\$15,414
4	579,408	\$0.09360	\$54,226	\$0.12220	\$70,785	\$16,559
5	575,063	\$0.09500	\$54,626	\$0.12580	\$72,361	\$17,735
6	570,750	\$0.09640	\$55,030	\$0.12960	\$73,973	\$18,943
7	566,469	\$0.09790	\$55,436	\$0.13350	\$75,621	\$20,184
8	562,221	\$0.09930	\$55,846	\$0.13750	\$77,305	\$21,459
9	558,004	\$0.10080	\$56,259	\$0.14160	\$79,027	\$22,769
10	553,819	\$0.10230	\$56,674	\$0.14590	\$80,788	\$24,113
11	549,665	\$0.10390	\$57,093	\$0.15020	\$82,587	\$25,494
12	545,543	\$0.10540	\$57,515	\$0.15480	\$84,427	\$26,912
13	545,541	\$0.10700	\$57,940	\$0.15940	\$86,307	\$28,368
14	537,390	\$0.10860	\$58,368	\$0.16420	\$88,230	\$29,862
15	533,360	\$0.11020	\$58,799	\$0.16910	\$90,195	\$31,396
16	529,360	\$0.11190	\$59,233	\$0.17420	\$92,204	\$32,971
17	525,390	\$0.11360	\$59,671	\$0.17940	\$94,258	\$34,587
18	521,449	\$0.11530	\$60,112	\$0.18480	\$96,358	\$36,246
19	517,538	\$0.11700	\$60,556	\$0.19030	\$98,504	\$37,949
20	513,657	\$0.11880	\$61,003	\$0.19600	\$100,698	\$39,695
21	509,804	\$0.12050	\$61,454	\$0.20190	\$102,941	\$41,488
22	505,981	\$0.12240	\$61,908	\$0.20800	\$105,234	\$43,327
23	502,186	\$0.12420	\$62,365	\$0.21420	\$107,578	\$45,214
24	498,419	\$0.12600	\$62,826	\$0.22060	\$109,975	\$47,149
25	494,681	\$0.12790	\$63,290	\$0.22730	\$112,424	\$49,135
<b>Total</b>			<b>\$1,450,533</b>	<b>Total</b>		<b>\$734,485</b>

## **FAQ re Solar project**

Page 2, paragraph references operating within a 13% to 15% capacity. 13% to 15% capacity of what? Please advise what this means? This means that the system is only providing its designed power output at a rate somewhere between 14 and 15%. The biggest factor influencing this is simply the number of daytime hours in a year, but it also accounts for weather patterns, seasonal changes in the position of the sun, and inherent system losses. It means that the system will only generate 13% to 15% of what it could if the sun were shining directly on it continuously for the entire year.

Appendix B: Annual Perspective of Savings, provides the net impact for the Village. Is the PPA Rate (\$/kWh) fixed for the life of the agreement? The PPA rates enumerated in Appendix B are fixed for each year (for instance, for the 2<sup>nd</sup> twelve months of the PPA term, the Village would pay \$0.0908 per kWh). So the PPA rate is not fixed for the term of the PPA, but we know exactly what it will be for each year.

Is the Utility Credit Rate (\$/kWh) fixed for the life of the agreement. The Utility Credit rate is an estimate based on current utility costs and a conservative assumption about how those rates will change in the future. It is assumed that, despite small fluctuations from time to time, per kWh charges from the utility will increase. The Savings Chart on page 6 is put together assuming a 3% increase in utility costs from year to year. This agrees well with historical trends and comments by National Grid itself regarding its plans in coming years.

If not, do you have any experience with municipalities that have entered into an agreement? Will the difference between the PPA Rate (\$/kWh) and the Utility Credit Rate (\$/kWh) always be on the positive side from the Village's perspective?  
If the rate fluctuates, can there be a guarantee that it will always be positive?

Statewide, there are very few municipalities that have been involved in this type of PPA for long enough to determine their actual savings relative to changes in utility pricing. A 3% increase in utility costs is highly reasonable, and the rates are anticipated to increase, but even a careful analysis of historical trends for these rates is no guarantee of what National Grid will charge per kWh in the future as this is subject to the volatility of the energy markets. The nature of the PPA is such that you pay the Developer the agreed-upon rate for the power they generate, and the best estimates available indicate this will save a significant amount of money per kWh.

Will the Village need to purchase additional insurance once the installation is completed. We don't believe this will be necessary as the Solar Developer owns the equipment/installation. We advise checking with your insurance provider to be certain.

At the end of the 25 year agreement, what happens? Does the village take ownership? There are essentially three options at the end of the term. 1) You can direct the Developer to remove the equipment at their expense. 2) You can negotiate for ownership of the system (owning the system, even after reductions in system efficiency over time, will provide the Village the greatest savings). 3) You can continue a renegotiated agreement with the developer (which

may be worthwhile as well, as it keeps an entity familiar with the system responsible for operations and Maintenance). □ □ It's assumed that the Village would be in a good position to negotiate for ownership as the Developer could only remove the system at a loss as resale or reuse would be difficult.

Can the ESCO sell its interest in the project at anytime? □ The short answer here is yes. For further details, please take a look at the Sample PPA I've attached (specifically, section 19).

What knowledge does Larsen have of this developer and other projects that they've assumed; do you know what other communities they've installed solar projects in and what their reputation is? The Developer that provided this rate is Solar Liberty <http://www.solarliberty.com/> . They are one of the largest developers operating in the state. They built the landfill project for Williamson, will be developing a project for the Village of Perry, and are the approved developer for projects in Wyoming County.

Where are their solar panels manufactured? Recent projects have used Trina solar panels from China, but their sourcing may be changing. We can facilitate a meeting between Solar Liberty and the Village if you'd like—I am sure that they would jump at the chance to make a presentation and answer questions.

**United Way  
of Greater Rochester**

75 College Avenue  
Rochester, New York 14607-1009  
(585) 242-6400  
Fax: (585) 242-6500  
www.uwrochester.org



July 2015

Mrs. Leslie A. Morelli  
Village of Brockport  
49 State Street  
Brockport, NY 14420

Dear Leslie,

Thank you for making a world of difference in the lives of people in Rochester through your support of the 2015 United Way campaign!

I appreciate that you, as a campaign coordinator, stepped forward and pledged your time and talents to cook up a great campaign this year. Your hard work, leadership, and dedication helped us exceed our \$24 million campaign goal.

From everyone here at the United Way of Greater and the thousands served each year, we would like to recognize your accomplishments and the tremendous efforts by the employees of Village of Brockport with an award. We hope you take great pride in this achievement and share it with your colleagues.

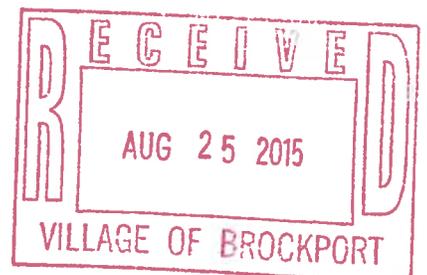
Thanks to the generosity of those in your organization, United Way will be able to fill more hungry bellies, help people stay safe, stop the cycle of poverty and even more.

Again, thank you for changing our world for thousands of local people. Congratulations on a job well done!

Regards,

A handwritten signature in blue ink that reads "Jonathan Roberson".

Jonathan Roberson  
Senior Vice President &  
Chief Development Officer  
United Way of Greater Rochester



# Award of Excellence

presented to

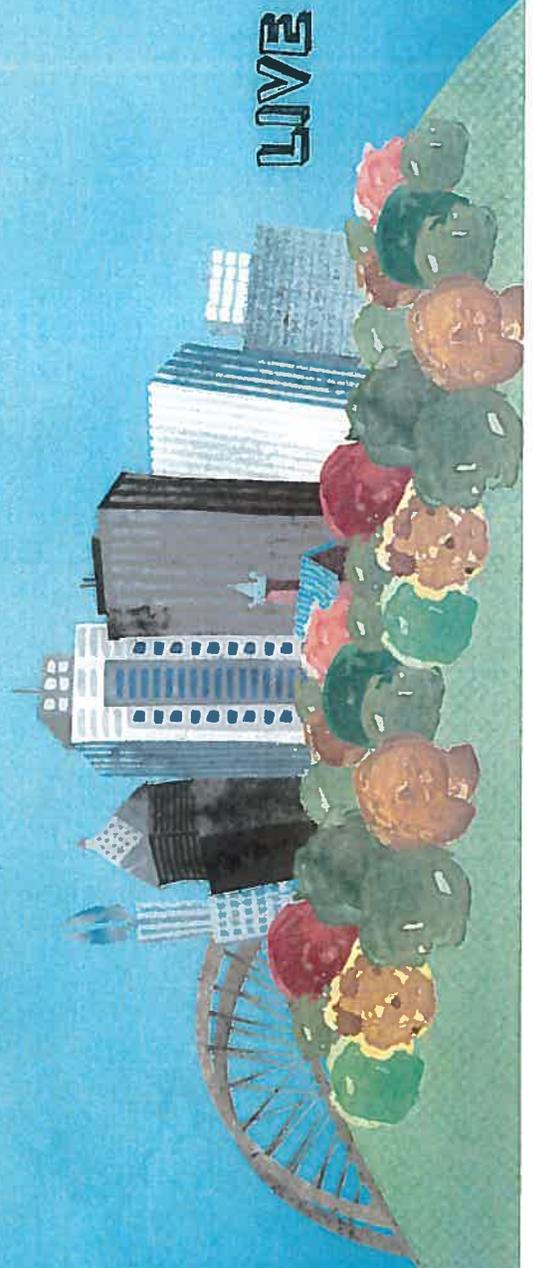
## Village of Brockport

for outstanding campaign performance during the  
2015 United Way Campaign

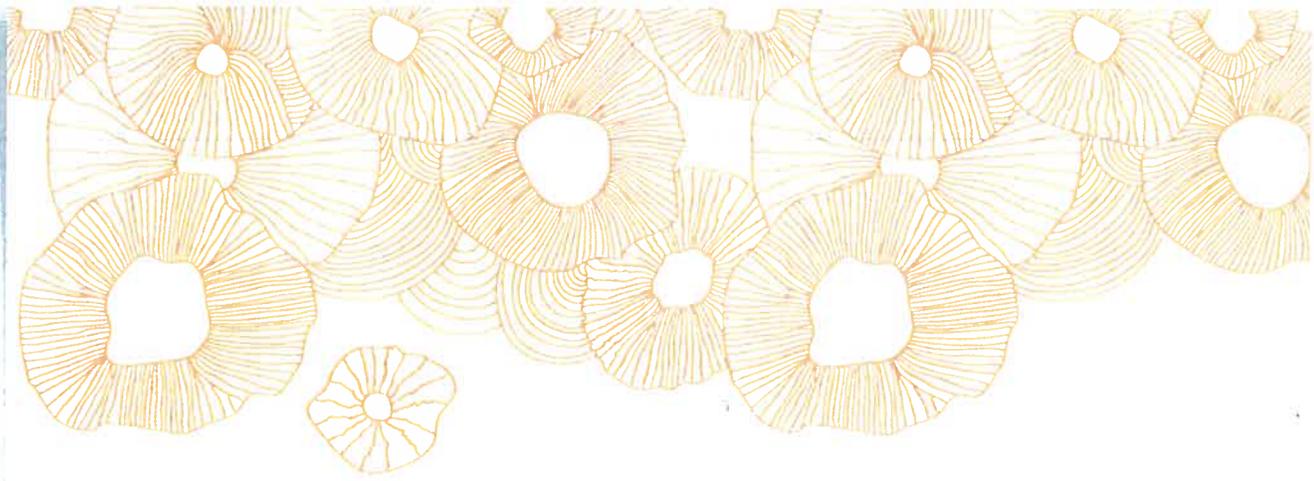
July 2015

*Fran Weisberg*  
Fran Weisberg  
President & CEO

*Lauren Dixon Mike Schwabl*  
Lauren Dixon Mike Schwabl  
2015 Campaign Chairs



**LIVE UNITED**  
United Way



## THANK YOU

*from your friends at*  
United Way of Greater Rochester

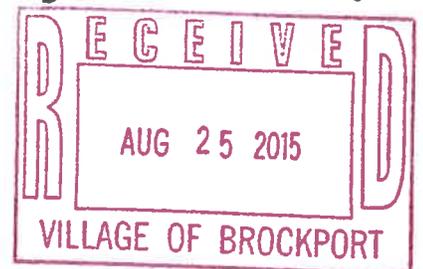


Dear Leslie,

Thank you so much for running another great United Way campaign at the village of Brockport. It has been a pleasure working with you for the last two campaigns, and I know how much extra time and effort goes into it. We would not be able to do the work we do without great volunteers like you. I hope to work with you again next year.

Sincerely,

Courtney Lusk ☺



**Village of Brockport**

**Statement of Actual & Estimated Revenues - General Fund**

Statement of Actual & Estimated Revenue

Village of Brockport  
 For Period Ending 08/31/2015  
 Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A0599.0000					
Appropriated Fund Balance	275,000.00			275,000.00	
A1001.0000					
Real Property Taxes	2,644,077.00		1,965.48-	2,646,042.48	-0.07
A1081.0000					
In-Lieu-Of Taxes	13,130.00		39,938.35	26,808.35-	304.18
A1090.0000					
Int & Penalties on Taxes	12,000.00	1,785.51	4,186.90	7,813.10	34.89
A1120.0000					
County Sales Tax	1,550,000.00	406,580.41	135,526.80	1,414,473.20	8.74
A1130.0000					
Utility Gross Receipts Tax	75,000.00	201.02	18,367.17	56,632.83	24.49
A1170.0000					
Franchise Tax	75,000.00			75,000.00	
A1230.0000					
Clerk/Treasurer Fees	1,250.00	160.00	704.00	546.00	56.32
A1520.0000					
Police Fees	500.00	15.00	105.00	395.00	21.00
A1560.0000					
Safety Inspections	15,000.00	2,410.00	10,973.50	4,026.50	73.16
A1710.0000					
Public Works Services	3,000.00	350.00	1,992.58	1,007.42	66.42
A1789.0000					
Docking Fees	3,000.00	1,126.15	3,129.75	129.75-	104.33
A2089.0000					
Farmers Market Fees	2,500.00		2,340.00	160.00	93.60
A2110.0000					
Zoning Fees	1,500.00	325.00	725.00	775.00	48.33
A2115.0000					
Planning Fees	600.00		283.00	317.00	47.17
A2389.3000					
Monroe County - DWI	13,064.00	2,390.13	2,390.13	10,673.87	18.30
A2389.8000					
Monroe Ctny-CD Block Grants		34,750.00	34,750.00	34,750.00-	
A2389.8001					
Monroe Cty CDBG-Perry Street	7,800.00	2,223.60	2,223.60	5,576.40	28.51
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00		5,000.00		100.00
A2401.0000					
Interest & Earnings	4,000.00	94.04	246.21	3,753.79	6.16
A2401.3000					
Interest & Earnings- Asset Forfeiture			0.79	0.79-	
A2545.0000					
Bus / Occupation License	40,000.00	8,625.00	10,650.00	29,350.00	26.63
A2590.0000					
Permits	5,000.00		2,000.00	3,000.00	40.00
A2610.0000					
Fines & Forfeitures	100,000.00	2,130.00	16,548.00	83,452.00	16.55
A2650.0000					
Scrap Sales	1,000.00	426.00	761.00	239.00	76.10
A2655.0000					
Minor Sales	3,500.00			3,500.00	
A2655.0001					
Minor Sales - Museum (Adopt A Picture)		330.00	740.00	740.00-	
A2680.0000					
Insurance Recoveries	6,500.00			6,500.00	
A2690.0000					
Other Comp - Reimbursement	2,500.00			2,500.00	
A2701.0000					
Refund of P/Y Exp	20,500.00	15.00	1,187.03	19,312.97	5.79
A2770.0000					

**Village of Brockport**

**Statement of Expenditures, Encumbrances & Appropriations - General Fund**

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1010.1000							
Trustees-Personal Services	13,777.00	1,148.00	3,444.00			10,333.00	25.00
A1010.4000							
Trustees-Contractual Expenses	35,000.00	8,614.24	17,114.24			17,885.76	48.90
A1010.4030							
Trustees-Conference Exp	2,000.00					2,000.00	
A1010.4031							
Publications	1,500.00	699.41	699.41			800.59	46.63
A1010.4090							
Trustees-Miscellaneous	250.00					250.00	
A1110.1000							
Court - Personnel Services	66,049.00	4,868.01	15,396.72			50,652.28	23.31
A1110.2000							
Court - Equipment	500.00		133.23			366.77	26.65
A1110.4000							
Court - Contractual Services	1,500.00	735.65	912.37		23.25	564.38	62.37
A1110.4010							
Court - Bldg. Renovations	1,000.00	131.91	1,119.73			119.73-	111.97
A1110.4060							
Court - Postage	500.00		197.12			302.88	39.42
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	2,466.75			7,400.25	25.00
A1210.4000							
Mayor-Contractual Expenses	100.00					100.00	
A1210.4010							
Mayor-Telephone	1,500.00	132.74	396.80			1,103.20	26.45
A1210.4050							
Mayor-Conference Exp	1,500.00					1,500.00	
A1210.4090							
Mayor-Miscellaneous	50.00					50.00	
A1320.4000							
Auditor-Contractual Expenses	13,500.00	2,450.00	2,450.00			11,050.00	18.15
A1325.1000							
Clrk/Treas-Personal Services	142,128.00	9,378.88	34,556.44			107,571.56	24.31
A1325.4000							
Clrk/Treas-Total Contractual Expense	2,000.00	50.00	100.00			1,900.00	5.00
A1325.4010							
Clrk/Treas-Telephone	8,000.00	331.85	991.99		300.00	6,708.01	16.15
A1325.4020							
Clrk/Treas-Office Supplies	4,500.00	272.32	772.05		1,440.44	2,287.51	49.17
A1325.4025							
Supplies (Grant foe Records Mgt)	1,650.00		1,643.84			6.16	99.63

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
1325.4030							
Clrk/Treas-Computer Supplies	9,500.00		850.00		500.00	8,150.00	14.21
1325.4050							
Clrk/Treas-Membership Fees	700.00	50.00	165.00			535.00	23.57
1325.4060							
Clrk/Treas-Postage	5,000.00	1,073.13	2,667.35		340.36	1,992.29	60.15
1325.4070							
Clrk/Treas-Copier Expenses	5,000.00	485.79	743.35			4,256.65	14.87
1325.4080							
Clrk/Treas-Payroll Expense	4,250.00	555.63	1,047.30			3,202.70	24.64
1325.4090							
Clrk/Treas-Miscellaneous	5,000.00		1,267.00		500.00	3,233.00	35.34
1325.4100							
Clrk/Treas - Publications	4,500.00	871.74	992.05		26.30	3,481.65	22.63
1325.4110							
Clrk/Treas-Training	2,500.00		475.00			2,025.00	19.00
1325.4120							
Clrk/Treas-Tax Bill Processing	2,000.00		1,354.26			645.74	67.71
1420.4000							
Law-Total Contractual Expenses	50,000.00	568.75	3,068.75			46,931.25	6.14
1440.4000							
Engineer-Total Contractual Expense	5,000.00	3,300.50	3,650.50			1,349.50	73.01
1450.4010							
Elections-Inspector Salaries	1,000.00		1,150.00			150.00	115.00
1450.4020							
Elections-Legal Notice Publication	210.00		203.28			6.72	96.80
1450.4030							
Elections-Supplies	300.00		284.00			16.00	94.67
1490.1000							
Pub Wrks Admin-Total Personal Ser	130,139.00	6,352.86	28,514.22			101,624.78	21.91
1490.4020							
Pub Wrks Admin-Conference Exp	300.00					300.00	
1490.4030							
Office Supplies/Postage	900.00	94.97	130.79			769.21	14.53
1490.4040							
Permits, Licenses, Fees	300.00					300.00	
1490.4090							
Pub Wrks Admin-Miscellaneous	500.00					500.00	
1620.4020							
Natural Gas-DPW	6,000.00	37.07	108.72			5,891.28	1.81
1620.4021							
Bldgs-Gas 1 Clinton Street	1,500.00	21.50	86.06			1,413.94	5.74

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1620.4022							
Bldgs-Gas 49 State Street	2,000.00	29.29	117.03			1,882.97	5.85
A1620.4030							
Electric-DPW	6,300.00		958.65			5,341.35	15.22
A1620.4031							
Bldgs-Electric-1 Clinton Street	10,000.00		2,078.76			7,921.24	20.79
A1620.4032							
Bldgs-Electric-49 State Street	6,000.00		862.00			5,138.00	14.37
A1620.4034							
Elec- Main St Sign	420.00		42.78			377.22	10.19
A1620.4050							
Bldgs-Janitorial Supplies	750.00	133.46	373.46			376.54	49.79
A1620.4051							
Bldgs-Janitor Supplies- Clinton St	4,150.00	300.00	1,074.54			3,075.46	25.89
A1620.4052							
Bldgs-Janitor Supplies-State Street	4,500.00	150.00	936.03			3,563.97	20.80
A1620.4060							
Bldgs-Repair Items	30,000.00	583.80	29,053.98			946.02	96.85
A1620.4070							
Telephone - DPW	1,800.00	111.97	335.84			1,464.16	18.66
A1620.4090							
Bldgs-Miscellaneous	3,710.00	271.02	1,984.29			1,725.71	53.48
A1640.4000							
Central Garage- Contractual Expens	1,750.00	58.80	58.80			1,691.20	3.36
A1640.4010							
Fasteners	1,000.00		27.57			972.43	2.76
A1640.4020							
Auto -Electrical	650.00		333.66			316.34	51.33
A1640.4040							
Tools	1,000.00	25.23	161.02			838.98	16.10
A1640.4050							
Welding Supplies	500.00		392.50			107.50	78.50
A1640.4060							
Fuel Additives/Oil	2,875.00		190.00			2,685.00	6.61
A1640.4061							
Oil Expenditures (Not Fuel Oil)	500.00	297.33	297.33			202.67	59.47
A1640.4070							
Shop Supplies	2,500.00	78.45	272.22			2,227.78	10.89
A1640.4080							
Hydraulic Supplies	500.00					500.00	
A1640.4090							
Miscellaneous	4,925.00	512.21	528.87		199.00	4,197.13	14.78

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 08/31/2015  
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
1670.4000 Central Mailing	1,500.00	648.36	818.62-			2,318.62	54.57-
1680.2000 IT Hardware Software	2,500.00					2,500.00	
1680.4000 IT Hardware Software	12,500.00	1,700.00	2,550.00			9,950.00	20.40
1910.4000 Unallocated Insurance	45,200.00	1,011.00	46,121.67			921.67-	102.04
1920.4000 Municipal-Membership Dues	5,100.00		900.00			4,200.00	17.65
1950.4000 Taxes on Village Property	1,300.00					1,300.00	
1990.4000 Contingency-Allocation Only	100,000.00					100,000.00	
3120.1000 Police-Total Personal Services	1,139,784.00	74,569.04	265,206.72			874,577.28	23.27
3120.1040 Police-Crossing Guards	13,137.00					13,137.00	
3120.1055 Police-Secretaries P/T	55,329.00	4,364.80	15,094.40			40,234.60	27.28
3120.1060 Overtime	55,000.00	4,641.62	15,607.48			39,392.52	28.38
3120.2010 Police-Vehicles	47,000.00	24,641.88	24,641.88			22,358.12	52.43
3120.2020 Police-Firearms	15,860.00	3,873.44	6,910.86			8,949.14	43.57
3120.2040 Police-Office Furniture/Equip	8,800.00		7,227.95			1,572.05	82.14
3120.2051 Police-Computer Software	10,150.00	3,603.81	4,543.79		4,519.43	1,086.78	89.29
3120.4000 Police-Total Contractual	1,805.00					1,805.00	
3120.4001 Police - Insurance Law Enforcement	17,200.00		17,200.00				100.00
3120.4010 Police-Telephone	5,200.00	1,240.12	2,640.82			2,559.18	50.79
3120.4020 Police-Office Supplies/Postage	3,500.00		628.22		72.92	2,798.86	20.03
3120.4030 Police-Fleet Maintenance	3,300.00	334.57	435.13		513.84	2,351.03	28.76
3120.4031 Police-Fleet Repairs	1,500.00	117.22	205.47			1,294.53	13.70

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4032							
Police-Fleet Supplies & Equip	7,200.00	650.00	1,995.00		4,827.21	377.79	94.75
A3120.4040							
Police-Fuel	15,000.00	1,392.99	2,722.89			12,277.11	18.15
A3120.4060							
Police-Maintenance Contracts	2,500.00		812.57		1,570.00	117.43	95.30
A3120.4065							
Office Equip Lease/Rental	7,400.00	683.41	1,271.27			6,128.73	17.18
A3120.4080							
Police-Quarter Master Unit	6,000.00				1,816.27	4,183.73	30.27
A3120.4090							
Police-Miscellaneous	2,000.00					2,000.00	
A3120.4100							
Affiliations	250.00					250.00	
A3120.4105							
Training, School, Conferences	1,000.00					1,000.00	
A3120.4110							
Police-Publications	600.00				97.00	503.00	16.17
A3120.4120							
Police-Supplies/Life Safety Supplies	4,400.00		135.86			4,264.14	3.09
A3120.4130							
Police-Computer Supplies	1,300.00		155.98			1,144.02	12.00
A3120.4140							
Police-Medical/Psychological	850.00					850.00	
A3120.4150							
Police-Special Enforcement	4,200.00	141.86	141.86			4,058.14	3.38
A3120.4155							
Police- STOP DWI	13,064.00		670.13			12,393.87	5.13
A3120.4160							
Police-Bike Patrol	2,400.00					2,400.00	
A3120.4165							
Police - Traffic Safety Grant	4,225.00		114.06			4,110.94	2.70
A3120.4170							
Police-Explorer Post	1,000.00					1,000.00	
A3120.4175							
Police - Monroe County "Crackdown"	7,800.00					7,800.00	
A3120.4176							
Impact Tools Grant	31,200.00		6,260.62			24,939.38	20.07
A3120.4180							
Police-Community Service	300.00					300.00	
A3120.4220							
Police-Special Events	250.00					250.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
13120.4230							
Police-NYS Accreditation	50.00					50.00	
13120.4240							
Police-Less Lethal Training Equip	2,500.00					2,500.00	
13310.4010							
Traffic Control-Signal	600.00		39.43			560.57	6.57
13310.4020							
Traffic Control-Paint	1,500.00					1,500.00	
13310.4030							
Traffic Control-Signs	2,500.00		265.20			2,234.80	10.61
13310.4040							
Traffic Contro-Channels & Posts	1,300.00					1,300.00	
13310.4090							
Traffic Control-Miscellaneous	400.00					400.00	
13620.1000							
Safety Insp-Total Personal Services	108,036.00	8,074.00	27,726.18			80,309.82	25.66
13620.2000							
Safety Insp-Equipment	3,000.00					3,000.00	
13620.4000							
Safety Insp-Total Contractual Expens	100.00					100.00	
13620.4010							
Cellular/Telephone	1,500.00	264.41	395.74			1,104.26	26.38
13620.4020							
Training	3,500.00	99.55	890.71		324.00	2,285.29	34.71
13620.4030							
Safety Insp-Computer Supplies	500.00					500.00	
13620.4040							
Fuel	1,800.00	54.71	117.13			1,682.87	6.51
13620.4050							
Association Dues	350.00		24.00			326.00	6.86
13620.4080							
Safety Insp-Uniforms	1,800.00					1,800.00	
13620.4090							
Miscellaneous	2,000.00		189.00			1,811.00	9.45
13620.4200							
Postage	1,200.00		760.74			439.26	63.40
13620.4210							
Vehicle Maintenance	450.00					450.00	
15110.1000							
Str Maint-Total Personal Services	450,282.00	45,095.77	131,728.41			318,553.59	29.25
15110.1001							
Streets O/T	19,570.00					19,570.00	

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
45110.1060							
Str Maint-Overtime	35,535.00	2,663.18	5,486.03			30,048.97	15.44
45110.2080							
Str Maint-Other Equip-Over \$10,000	90,250.00	47,564.55	56,836.55		6,470.00	26,943.45	70.15
45110.4000							
Str Maint-Total Contractual Expense	100.00					100.00	
45110.4010							
Str Maint-Telephone	1,500.00	210.44	469.40			1,030.60	31.29
45110.4041							
Str Maint-Diesel Fuel	25,000.00	97.19	158.47			25,158.47	0.63
45110.4042							
Str Maint-Regular Fuel	19,000.00	6,561.59	12,496.34			6,503.66	65.77
45110.4050							
Str Maint-Tools	1,100.00	624.74	1,698.73			598.73	154.43
45110.4060							
Str Maint-Stone	2,000.00	1,668.65	3,611.76			1,611.76	180.59
45110.4070							
Str Maint-Asphalt	80,000.00	7,686.82	10,654.28			69,345.72	13.32
45110.4080							
Str Maint-Uniforms	3,500.00		559.00			2,941.00	15.97
45110.4085							
Str Maint-Shoes/Boots	1,500.00	200.00	200.00			1,300.00	13.33
45110.4090							
Str Maint-Miscellaneous	4,800.00	393.16	823.56			3,976.44	17.16
45110.4100							
Str Maint-Equipment Parts	5,800.00	1,139.31	1,141.78		128.60	4,529.62	21.90
45110.4110							
Str Maint-Truck Parts	14,000.00	782.80	996.86		719.00	12,284.14	12.26
45110.4130							
Str Maint-Physicals/Drug Testing	800.00	270.00	368.98			431.02	46.12
45110.4140							
Str Maint-Buildings	1,200.00		42.25			1,157.75	3.52
45110.4150							
Str Maint-Concrete	2,200.00	913.30	1,241.30			958.70	56.42
45110.4160							
Str Maint-Fill Material	100.00					100.00	
45110.4165							
Str Maint-Top Soil	1,000.00	374.00	374.00			626.00	37.40
45110.4170							
Str Maint-Shop Supplies	500.00					500.00	
45110.4180							
Str Maint-Training/Travel	200.00					200.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
.5110.4190							
Str Maint-Grass Seed	500.00		239.94			260.06	47.99
.5110.4200							
Str Maint-Publications	150.00		69.54			80.46	46.36
.5110.4210							
Str Maint-Manholes & Covers	1,000.00					1,000.00	
.5110.4220							
Str Maint-Office Supplies	100.00					100.00	
.5110.4230							
Str Maint-Equip Rental	100.00					100.00	
.5112.2000							
CHIPS Work	84,291.00	49,229.89	49,229.89			35,061.11	58.40
.5142.2000							
Snow Plowing-Equipment-Plows	7,000.00					7,000.00	
.5142.4010							
Snow Plowing-Salt	34,000.00		1,008.00			32,992.00	2.96
.5142.4015							
Snow Plowing-Deicer	6,000.00					6,000.00	
.5142.4030							
Snow Plowing-Plow Parts	3,000.00	1,248.00	1,248.00			1,752.00	41.60
.5142.4090							
Snow Plowing-Contractual Expenses	200.00					200.00	
.5182.4010							
Street Lighting-Electricity	92,000.00		4,481.72			87,518.28	4.87
.5182.4030							
Street Lighting-Repairs	1,000.00					1,000.00	
.5182.4040							
Street Lighting-Parts	1,500.00					1,500.00	
.5182.4090							
Street Lighting-Contractual Expenses	100.00					100.00	
.5410.4010							
Sidewalks-Concrete	10,000.00					10,000.00	
.5410.4020							
Sidewalks-Stone	400.00					400.00	
.5410.4090							
Sidewalks-Contractual Expenses-Mis	500.00	131.41	131.41			368.59	26.28
.5650.4020							
Paint	200.00					200.00	
.5650.4030							
Signs	200.00					200.00	
.5650.4040							
Posts	200.00					200.00	

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A6410.4000							
Economic Development	2,500.00		31.61			2,468.39	1.26
A6410.4200							
Welcome Center	2,000.00	805.05	2,754.22			754.22	137.71
A6520.4000							
Farmer's Mkt Manager	2,500.00	89.00	270.90			2,229.10	10.84
A7140.2000							
Parks/Playgrounds-Total Equipment	8,500.00	3,180.00	4,180.00		3,500.00	820.00	90.35
A7140.2010							
Park/Playgrounds-Playground Equip	1,000.00					1,000.00	
A7140.2020							
Parks/Playgrounds-Park Equipment	500.00	179.08	537.24			37.24	107.45
A7140.4000							
Parks & Playgrounds-Totals Contrac	1,500.00		165.45			1,334.55	11.03
A7140.4010							
Parks/Playgrounds-Equipment Repai	500.00		111.86			388.14	22.37
A7140.4020							
Parks/Playgrounds-Maintenance Sup	4,000.00	107.89	423.95		1,100.00	2,476.05	38.10
A7140.4030							
Parks/Playgrounds-Gardening	400.00		199.98			200.02	50.00
A7140.4090							
Parks/Playgrounds-Miscellaneous	500.00		54.10			445.90	10.82
A7415.4000							
Sevmour Library	192,228.00		192,001.21			226.79	99.88
A7450.4000							
Museum-Contractual Expenses	2,500.00	233.96	598.53		106.04	1,795.43	28.18
A7450.4010							
Museum - Adopt A Picture Expenses	595.00	110.00	800.00			205.00	134.45
A7470.4000							
New York State Main St. Grant - BI	167,100.00		11,487.00			155,613.00	6.87
A7470.4001							
Streetscape - Contractual	6,400.00					6,400.00	
A7470.4002							
New York Main St. Grant - Administ	15,000.00		4,000.00			11,000.00	26.67
A7470.4003							
New York Main St. Grant - Softcosts	8,750.00					8,750.00	
A7510.4000							
Total Contractual Expenses	1,200.00					1,200.00	
A7510.4090							
Historian-Miscellaneous	200.00					200.00	
A7515.4000							
Active Transportation Grant	2,534.00	6,173.00	8,707.00			6,173.00	343.61

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
7550.4035							
Low Bridge High Water Festival			400.00			400.00-	
7550.4040							
Celebrations-Special Events	1,400.00	18.00-	72.00-			1,472.00	5.14-
7550.4050							
Celebrations-Electric	600.00		47.62			552.38	7.94
7550.4090							
Celebrations-Miscellaneous	1,725.00	1,537.00	1,717.32			7.68	99.55
7551.4000							
Grant Exp. - Bring Rowing To Brockp	25.00		25.00				100.00
8010.4010							
Zoning- Member Stipends	625.00	80.00	80.00			545.00	12.80
8010.4020							
Zoning-Conference Expense	155.00					155.00	
8010.4090							
Zoning-Miscellaneous	60.00					60.00	
8010.4300							
Zoning-Publications	110.00					110.00	
8020.1000							
Planning Board-Personal Services	6,706.00	450.88	1,593.64			5,112.36	23.76
8020.4000							
Planning Board-Total Contractual Ex	500.00					500.00	
8020.4300							
Planning Board-Publications	200.00	24.57	24.57			175.43	12.29
8140.400M							
Storm Sewer - Monroe Ave. CDB	8,000.00	3,449.99	11,105.50			3,105.50-	138.82
8140.4010							
Storm Sewer-Supply Parts	6,000.00	5,516.61	6,467.91			467.91-	107.80
8140.4020							
Storm Sewer-Maintenance Supplies	1,200.00					1,200.00	
8140.4090							
Storm Sewers-Miscellaneous	4,000.00		3,671.00			329.00	91.78
8160.4010							
Refuse Collection-Monthly Trash Ren	3,950.00	344.02	1,032.06			2,917.94	26.13
8160.4030							
Refuse Collection-Brush Pick-up	600.00					600.00	
8160.4040							
Refuse Collection-Special Pick-up (	50.00					50.00	
8160.4050							
Refuse Collection-Coolant Removal	200.00					200.00	
8170.4010							
Str Cleaning-Sweeper Repairs	1,000.00					1,000.00	

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A8170.4020							
Str Cleaning-Sweeper parts	4,000.00	725.98	1,006.04			2,993.96	25.15
A8170.4090							
Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4000							
Sanitation-Landfill Monitoring	8,000.00				8,000.00		100.00
A8189.4002							
Sanitation-Landfill-Testing	10,600.00				7,800.00		73.58
A8560.4000							
Shade Trees-Contractual Expenses (	500.00		480.00			20.00	96.00
A8560.4010							
Equipment Repairs	1,200.00	123.54	123.54			1,076.46	10.30
A8560.4020							
Shade Trees-New Tree Purchases	1,000.00				1,000.00		
A8560.4030							
Shade Trees-Supplies	500.00	140.96	140.96			359.04	28.19
A8560.4090							
Shade Trees-Miscellaneous	3,000.00		282.96			2,717.04	9.43
A9010.8000							
NYS Retirement	218,078.00					218,078.00	
A9015.8000							
Police Retirement System Payments	258,961.00					258,961.00	
A9030.8000							
Social Security	172,256.00	12,267.78	41,786.12			130,469.88	24.26
A9040.8000							
Workers Compensation	125,000.00					125,000.00	
A9045.8000							
Life Insurance	8,200.00	1,332.50	2,665.00			5,535.00	32.50
A9050.8000							
Unemployment Expense	10,000.00					10,000.00	
A9055.8000							
Disability Insurance	6,000.00	1,008.00	2,016.00			3,984.00	33.60
A9055.8100							
Wellness Insurance	1,300.00					1,300.00	
A9060.8000							
Medical Insurance	440,000.00	71,297.62	139,336.79			300,663.21	31.67
A9061.8000							
HRA	148,500.00	5,448.42	17,129.99			131,370.01	11.54
A9070.8000							
Dental Insurance	61,500.00	12,025.40	23,911.32			37,588.68	38.88
A9950.8240							
Cap Resrv Transfer-DPW Equip Rep	10,000.00					10,000.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
9950.8510							
Cap Resrv Transfer-Smith St Bridge	10,000.00					10,000.00	
Totals for Fund:	5,377,726.00	470,999.22	1,389,289.44	0.00	44,893.66	3,943,542.90	26.67
A (Fund - A)							
Report totals	5,377,726.00	470,999.22	1,389,289.44	0.00	44,893.66	3,943,542.90	26.67

**Village of Brockport**

**Statement of Actual & Estimated Revenues - Water Fund**

Date: 09/15/2015  
Time: 4:34:02PM

# Statement of Actual & Estimated Revenue

User: DAN  
Page: 1

Village of Brockport  
For Period Ending 08/31/2015

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
F2140.0000					
Metered Water Sales	600,000.00	59,940.13	167,213.51	432,786.49	27.87
F2141.0000					
Meter Water Sales O/G	505,000.00	30,356.32	94,040.99	410,959.01	18.62
F2144.0000					
Water Service Charges	8,000.00		20.00	7,980.00	0.25
F2148.0000					
Interest & Penalties	7,550.00	1,069.18	2,756.39	4,793.61	36.51
F2401.0000					
Interest & Earnings	1,000.00	32.87	90.90	909.10	9.09
F2401.1000					
Int Earned-Spec Reserves	250.00			250.00	
F9999.1000					
C/S Misc for Reclassification		2,132.83	2,132.83	2,132.83-	
<b>Report Totals</b>	<b>1,121,800.00</b>	<b>93,531.33</b>	<b>266,254.62</b>	<b>855,545.38</b>	<b>23.73</b>

**Village of Brockport**

**Statement of Expenditures, Encumbrances & Appropriations - Water Fund**

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brookport

### For Period Ending 08/31/2015

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F1440.4000							
Engineer-Contractual Exp	5,000.00				3,440.00	1,560.00	68.80
F1620.4060							
Bldg. Repairs - Water Dept.	1,000.00		510.41			489.59	51.04
F1680.2000							
It Hardware Software	1,000.00					1,000.00	
F1680.4000							
IT Hardware Software	2,500.00					2,500.00	
F1910.4000							
General Insurance	22,500.00		22,500.00				100.00
F1990.4000							
Water-Contingency	29,250.00					29,250.00	
F8310.1000							
Water-Supervision		4,352.80				22,893.56-	
F8310.1010			22,893.56				
Water Clerk/Clerical Support	91,720.00					91,720.00	
F8310.4000							
Water Admin Total CE	1,400.00					1,400.00	
F8310.4010							
Payroll Charges	250.00					250.00	
F8310.4040							
Office Expense	2,200.00					2,200.00	
F8310.4090							
Miscellaneous	900.00					900.00	
F8310.4200							
Postage	2,000.00		301.10			1,698.90	15.06
F8320.4000							
Water Purchases	460,000.00	36,183.02	118,505.78			341,494.22	25.76
F8340.1000							
Water-Labor	101,987.00	9,115.44	33,979.67			68,007.33	33.32
F8340.2020							
Vehicles	68,130.00		30,000.00			38,130.00	44.03
F8340.2040							
Meters	30,000.00	753.00	753.00			29,247.00	2.51
F8340.2050							
Wtr Transm - Equipment Other	12,500.00					12,500.00	
F8340.4000							
Wtr Transm-Ttl Cont Exp	39,225.00	64.00	281.57			38,943.43	0.72
F8340.400W							
Water Main Replacement West Ave.			171.60			171.60-	
F8340.4010							
Water Main Supplies	8,000.00	952.45	3,793.56		1,129.72	3,076.72	61.54

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 08/31/2015

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
=8340.4020							
Vehicle Parts & Supplies	7,427.00	663.83	663.83			6,763.17	8.94
=8340.4030							
Meter Supplies	500.00	420.61	383.11			116.89	76.62
=8340.4040							
Curb Box Supplies	2,100.00	420.76	420.76			1,679.24	20.04
=8340.4041							
Fuel	5,000.00	97.19	277.64			4,722.36	5.55
=8340.4050							
Stone	1,000.00		1,137.99			137.99-	113.80
=8340.4060							
Asphalt	2,500.00	387.93	387.93			2,112.07	15.52
=8340.4070							
Dirt	4,100.00		408.00			3,692.00	9.95
=8340.4080							
Water Transm-Uniforms	1,250.00		70.00			1,180.00	5.60
=8340.4090							
Miscellaneous	5,750.00	1,022.34	3,217.28			2,532.72	55.95
=8340.4100							
Water Transm-Telephone	2,500.00	164.73	441.24			2,058.76	17.65
=8340.4110							
Water Transm-Electricity	5,000.00		689.61			4,310.39	13.79
=8340.4120							
Transm - Sample Testing	26,000.00	2,000.00	7,040.00			18,960.00	27.08
=8340.4130							
Wtr Transm-Drug/Alcohol Testing	250.00		20.13			229.87	8.05
=8340.4140							
Wtr Trans-Equip Repair	850.00					850.00	
=8340.4150							
Wtr Trans-Training	250.00					250.00	
=8340.4160							
Wtr Trans-Concrete	200.00					200.00	
=8340.4171							
Heating Oil	3,000.00	18.82	107.01			2,892.99	3.57
=8340.4180							
Water Transm-Publications	4,000.00					4,000.00	
=9010.8000							
NYS Retirement	33,484.00					33,484.00	
=9030.8000							
Social Security	14,850.00	1,022.17	4,425.79			10,424.21	29.80
=9040.8000							
Workers Compensation	20,471.00					20,471.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F9045.8000							
Life Insurance	660.00					660.00	
F9050.8000							
Unemployment Insurance	504.00					504.00	
F9060.8000							
Hospital Insurance	23,746.00					23,746.00	
F9061.8000							
HRA	12,100.00					12,100.00	
F9070.8000							
Dental Insurance	4,250.00					4,250.00	
F9710.6000							
Serial Bond - Principle payments	30,768.00					30,768.00	
F9710.7000							
Serial Bond - Interest payments	29,728.00					29,728.00	
<b>Totals for Fund:</b>	<b>1,121,800.00</b>	<b>57,639.09</b>	<b>253,380.57</b>	<b>0.00</b>	<b>4,569.72</b>	<b>863,849.71</b>	<b>22.99</b>
<b>F (Fund - F)</b>							
<b>Report totals</b>	<b>1,121,800.00</b>	<b>57,639.09</b>	<b>253,380.57</b>	<b>0.00</b>	<b>4,569.72</b>	<b>863,849.71</b>	<b>22.99</b>

## **Village of Brockport**

### **Statement of Actual & Estimated Revenues - Sewer Fund**

Date: 09/15/2015  
Time: 4:34:18PM

# Statement of Actual & Estimated Revenue

User: DAN  
Page: 1

Village of Brockport  
For Period Ending 08/31/2015

Selecting on FUND from G to G

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
G2122.0000					
Sanitary Sewer- Sewer Charges	146,419.00	15,363.59	38,384.51	108,034.49	26.22
G2128.0000					
Sanitary Sewer- Interest and Penalties	100.00			100.00	
G2401.0000					
Interest and Earning- Sewer Fund		0.87	2.62	2.62-	
<b>Report Totals</b>	<b>146,519.00</b>	<b>15,364.46</b>	<b>38,387.13</b>	<b>108,131.87</b>	<b>26.20</b>

**Village of Brockport**

**Statement of Expenditures, Encumbrances & Appropriations - Sewer Fund**

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2015

Selecting on FUND from G to G

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G8120.2000							
Sanitary Sewers- Equipment	15,000.00					15,000.00	
G8120.4000							
Contractual	30,121.00	683.85	9,290.02			20,830.98	30.84
G8120.4010							
Sanitary Sewers- Truck Parts	4,500.00	16.16	16.16			4,483.84	0.36
G8120.4020							
Sanitary Sewers- Supply Parts	100.00					100.00	
G9710.6000							
Bond Principal	49,232.00					49,232.00	
G9710.7000							
Bond Interest	47,566.00					47,566.00	
<b>Totals for Fund:</b>	<b>146,519.00</b>	<b>700.01</b>	<b>9,306.18</b>	<b>0.00</b>		<b>137,212.82</b>	<b>6.35</b>
<b>G (Fund - G)</b>							
<b>Report totals</b>	<b>146,519.00</b>	<b>700.01</b>	<b>9,306.18</b>	<b>0.00</b>		<b>137,212.82</b>	<b>6.35</b>

Date: August 27, 2015  
To: David Miller, Code Enforcement Officer  
From: Pam Krahe, Code Enforcement Clerk  
Subject: Request for temporary increase in my hours

The activity in our office continues at its heavy pace. We are making great strides but still playing catch-up with many outstanding building permits, overdue rental inspections, and long-overdue commercial fire safety inspections. Planning / Zoning Board applications are numerous, there is a large volume of violation letters being sent out, and data entry and filing are never ending. I am deeply appreciative of the willingness of you, Tim, and Dave to do some clerical tasks to keep our department running smoothly, but your time is better spent elsewhere.

The increase in staffing and paperwork has created a larger-than-normal backlog for me. I'd like to alleviate some of it by asking for a temporary increase in my work hours. I understand there are budget constraints and I will be flexible with what you feel is workable. Here is my proposal:

- I currently work 24 hours per week at \$12.45 per hour.
- I propose increasing my hours by 6 per week for a total of 30 hours per week from Monday, November 2 through Friday, March 25 (21 weeks.)
- Total cost for the 21 weeks would be \$1568.70.
  
- *If you feel that's too much to ask for, here are other options:*
  - *30 hours per week from November 2 to February 26 (17 weeks), cost of \$1269.90.*
  - *30 hours per week from November 2 to January 29 (13 weeks), cost of \$971.10.*



**PUBLIC NOTICE**  
**VILLAGE OF BROCKPORT**  
**Department of Public Works**

**VILLAGE OF BROCKPORT RESIDENTS**  
**PLEASE TAKE NOTICE**  
**WATER MAIN FLUSHING**  
**October 12-14, 2015**

As part of our routine maintenance of the water distribution system in the Village, Department of Public Works crew will be flushing water mains on **October 12-14, 2015**. We do this periodically to clean the mains and flush out sediment accumulations that may settle out in the mains. The flushing will ensure that you have a safe and healthy supply of drinking water.

Flushing operations will be conducted between 9:00am and 1:00pm as follows:

**Monday, October 12, 2015:**

North of the canal

All hydrants East and West of North Main Street (NYS Route 19)

**Tuesday, October 13, 2015:**

South of the canal

All hydrants East of Main Street (NYS Route 19)

**Wednesday, October 14, 2015:**

South of the canal

All hydrants West of Main Street (NYS Route 19)

During flushing you may see some cloudiness or color in the water. Please do not use any unnecessary water during this period. The flushing may cause the water to become "cloudy" or "discolored". While the water will be safe to drink, we suggest that you do not wash clothes if you notice the water is discolored.

If you have any questions, or **ANYONE ON A KIDNEY DIALYSIS MACHINE**, please call the Department of Public Works at 637-1060 Monday-Friday between 7:00am and 3:30pm.

Harry G. Donahue  
Superintendent of Public Works



**MEMO**  
**VILLAGE OF BROCKPORT**  
**Department Of Public Works**

TO: **LESLIE MORELLI**

FROM: Harry Donahue  
Superintendent of Public Works

RE: Website

**VILLAGE OF BROCKPORT RESIDENTS**

**PLEASE TAKE NOTICE**

**FINAL BRUSH PICKUP** for the 2015 season is Monday October 26, 2015.

Your Department of Public Works crew will be around to make the **FINAL** routine pickup of brush on Monday October 26, 2015. This service ends for the season due to leaf pickups and preparation for winter operations.

After this date, you must make your own arrangements to dispose of any brush from your property. As long as workload permits and equipment is available, we will continue our policy of leaving a 1-ton truck overnight for those who wish to load their own. You must call the DPW and make special arrangements for this service.

Only BRUSH will be picked up at this time. No other materials will be collected. **Must have any brush that you want picked up placed at the curb on Saturday or Sunday only. Do not put anything in the road.**

**Do not wait until you see us in the area before placing the material at the curb. We will only be making one pass around the Village.**

If you have any questions, please call the Department of Public Works at (585) 637-1060 Monday – Friday between 7:00 A.M. and 3:30 P.M.

Harry Donahue  
Superintendent of Public Works

## Leslie Morelli

---

**From:** Harry Donahue  
**Sent:** Wednesday, September 16, 2015 12:42 PM  
**To:** Margaret Blackman  
**Cc:** John La Pierre; Valerie Ciciotti; William Andrews; Katherine Kristansen; Leslie Morelli  
**Subject:** Sept 21st mtg.

Mayor & Trustees,

For Monday night's meeting I will be requesting the following items. Authorization to attend the NYCOM Public Works school at the end of October. Money has been budgeted in my administration and street maintenance budgets for this schooling. It is being held this year in Cooperstown.

I will also be asking for authorization to advertise for our annual fall Hydrant flushing. That will be held on Oct. 12,13, & 14.

Also our Fall brush pickup would have to be advertised in the paper as well. I believe that this past spring we set the date for that to begin on Mon. Oct. 26<sup>th</sup>.

Next item for discussion and authorization is the replacement of our fuel pumps. They are both the same vintage somewhere around 1996. We had a problem with our gasoline pump over the winter months and found out then that the parts for these pumps are no longer available. Our very talented mechanic was able to fabricate a new part to get us up and running again in February. However the part that he made just recently broke again. He did make another new one but it is only a matter of time before that part fails again. It seems to be becoming more frequently and we cannot keep wasting time fixing it. I have been working with our vendor S & W Services with whom we have our Phoenix Petro Vend system with. The only pumps that are compatible with our System are Wayne pumps. The cost of one pump with installation is around \$6,500.00. Due to the age of both the Gas and Diesel pump I would recommend that we change both pumps before we go into winter when we would be relying more on the diesel pump. We would get a break on the labor for the install if we put both pumps in at the same time. The total cost installed would be \$12,194.00 saving us about \$500.00. We do not have money budgeted for these however I have talked to our treasurer and we have looked at purchasing these out of the contingency budget.

The next item for authorization and purchase is a new dump truck and plow equipment. We would be replacing our 1995 dump truck. This truck lease payment has been budgeted in the 5110.2000 account. We would be doing a 5 yr. municipal lease purchase. I have discussed this with Treasurer Hendricks and he has been in talks with financial institutions regarding this lease purchase. We can purchase a new Kenworth by piggybacking off the Onondaga County bid. We would save around \$19,000 buy using this piggybacking. The cost of the cab and chassis is \$84,860.00. The plow equipment and box would also be purchased by the same county contract at the cost of \$93,427 a \$28,028 dollar savings off of the same county contract. That brings the total cost of the truck to \$178,287.00. It would have a hook body on the back of the truck to easily make changes to the rear of the truck. We would be able to retro fit our current leaf collection box & our salt box to fit this truck. We would purchase it with a dump box, a flatbed for equipment hauling and a roll off box for loading scrap metal it and transporting to the junk yard. These attachments are included in the pricing. The truck then would be able to be used for many purposes instead of just a dump truck.

The last item for discussion is the changing of the exterior door locks at the Police Station. We have had some problems with locksets getting wore out from unlocking and opening frequently. I have contacted a vendor that works with Corbin Russwin locks. Due to the age of these I have to work with an vendor out of Buffalo. He is the only one in the state who can get parts for these and not very easily or affordable. After discussion with the Chief we both agreed that we should update and look into a key fob system. That way we could control access to the building with a computer program. We could monitor who goes in and out and actually lock people out if they retire or quit. I have met with Simplex Grinnell people and they have given us a key fob option. The system we are looking at is on State bid. We can build off this

system in years to come including DPW, Village Hall and any other buildings we own or maintain. This will eliminate many keys and enable us to turn the fobs on and off from a single point where ever we choose. The cost for this system is \$11,772.52. We have discussed this with Treasurer Hendricks. The Chief has agreed that ½ of this funding can come out of the fines and forfeiture account. The other ½ would have to come out of another part of the budget as the buildings line will not have enough to get us all year unless Treasurer Hendricks does a budget amendment. He is looking into this.

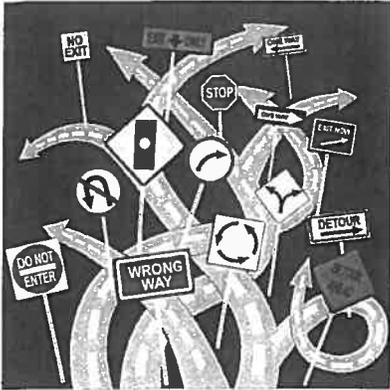
I will scan and send Leslie the quotes and notices for the meeting packet.

If anyone has any questions regarding any of these proposals please do not hesitate to call.

Sincerely,  
Harry Donahue  
*Supt. Of Public Works*  
*Village of Brockport*

Home

# 2015 Public Works Training School



FIND YOUR WAY TO PUBLIC WORKS

October 25-28, 2015  
The Otesaga Hotel  
Cooperstown

## REGISTRATION IS NOW OPEN

Online registration for attendees is OPEN. You will have to register on-site after October 23, 2015.

REGISTRATION RATES	Member City/Village	NYCOM Network	Non-Member	Other Company/Organization
Full Program <sub>(after 10/9/15)</sub>	\$255 (\$275)	\$330 (\$350)	\$450 (\$470)	\$510 (\$530)
One-Day <sub>(after 10/9/15)</sub>	\$165 (\$185)	\$205 (\$225)	\$320 (\$340)	\$370 (\$390)

## Continuing Legal Education (CLE) Credits

The NYS Conference of Mayors will be offering CLE credit for relevant sessions at the 2015 Public Works School. Attorneys wishing to take advantage of this opportunity **MUST PRE-REGISTER** for both the Public Works School AND CLE credits. All NYCOM CLE courses offered at this school contain new content for 2015, and are not "repeat" courses for purposes of the NYS CLE Board's "no repeat" rule.

For a copy of NYCOM's CLE Financial Hardship Policy, contact Wade Beltramo at (518) 463-1185. Note that **7 CLE sessions are tentatively scheduled, offering attendees the option of receiving up to 9 hours of CLE credit in the Area of Professional Practice. One session will be qualify for 1.5 hours of Ethics and Professionalism credit.**

## VIEW TENTATIVE AGENDA

This tentative agenda is updated regularly and is **subject to change**. Please note that Wastewater, DOH, PDH, CLE certifications are available. **NEW THIS YEAR: Continuing Legal Education (CLE) credits will also be available.**

## HOTEL RESERVATIONS • THE OTESAGA HOTEL, COOPERTOWN

HOTEL RATES	SINGLE	2 MUNICIPAL OFFICIALS	MUNICIPAL OFFICIAL & GUEST	DIRECTIONS
OTESAGA HOTEL	\$270	\$190 + \$190 (per person)	\$270 + \$110	<u><a href="#">OTESAGA</a></u>

The Otesaga Hotel is the meeting headquarters for the 2015 Public Works Training School. All sessions and meals will be at the Otesaga Hotel.

Hotel reservations can be made directly with the Otesaga Hotel at (866) 494-0085 or (607) 353-6906. You may also email your reservation or visit their website at [Otesaga](#). Please mention **online group code: 1491276** to receive this group rate. One night's deposit is required to make a reservation. **Rooms must be reserved by September 25, 2015.** Click [HERE](#) for additional details regarding hotel registration.

Hotel rates include dinner Sunday; breakfast, lunch and dinner Monday; breakfast, lunch and reception on Tuesday (dinner is on your own Tuesday); and breakfast and lunch on Wednesday.

## MEETING POLICIES AND PROCEDURES

**Policy on Access for the Disabled** - The Conference of Mayors makes every effort to plan meetings which are accessible to the disabled. NYCOM requests advance notice by the registrant (including on-site registrants) so that we can make appropriate arrangements.

**Attire** - The attire for sessions at the Public Works School is casual. However, the luncheon banquet on Tuesday is business casual.

**Authority to Attend** - Attendance at this training event is permitted by section 77-b of the General Municipal Law. Subdivision 2 of the section permits a city to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced ..." You are entitled to be reimbursed for all actual and necessary costs incurred while attending this program.

**Additional Policies** - Meeting registration includes participation at all sessions, the trade show, breaks and reception. Refunds will be made in full for registration ONLY, if you notify NYCOM no later than October 23, 2015. The meeting registration fee is waived for guests of paid attendees, but meals are not included.

[Home](#) [Privacy Policy](#) [Subscribe](#) [Sitemap](#) [info@nycom.org](mailto:info@nycom.org) [Categories listing](#)

NYCOM ■ 119 Washington Avenue ■ Albany, NY 12210 ■ 518.463.1185 ph ■ 518.463.1190 fax

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Home

## Public Works Tentative Agenda 2015

**\*\* Wastewater, DOH and PDH certifications will be available.  
NEW THIS YEAR: Continuing Legal Education (CLE) credits. \*\***

CLE courses are denoted in GREEN

### Sunday, OCTOBER 25, 2015

#### 2:00 p.m. Registration Desk Opens

- If you ordered tickets for the Baseball Hall of Fame, you may pick them up at the NYCOM Registration Desk. This is a self-guided tour before or after the meeting.

#### 6:00 p.m. Opening Dinner

### Monday, OCTOBER 26, 2015

#### 9:00 a.m. Concurrent

- **Disaster Preparedness: Is Your Department Ready for the Next Big Storm?**  
Over the past several years New York has been impacted by several major weather events. This session will address how communities have weathered these storms and what you as a public works professional need to do in order to be prepared for the next big weather event. Specifically, the speakers will talk about how their municipality handled preparation, response, mutual aid, and recovery from these massive storms.
- **Retirement Update**
- **Show Me the \$\$\$ - EFC Funding**  
Attendees will receive details on how to apply for loans and grants available through the NYS Environmental Facilities Corporation for sewer, stormwater and drinking water infrastructure projects. EFC representatives will also summarize programmatic changes for 2016 and provide an update on the NYS Water Grants Program.

#### 10:45 a.m. Concurrent

- **Never Argue About Your Budget Again: Public Infrastructure Master Plans and Asset Management**  
This session will provide an overview of master plans and asset management focusing on public infrastructure. A description of the recommended content of these plans will be provided along with a discussion of the uses, benefits and value of these infrastructure management strategies. In addition, the session will include information regarding burgeoning state and federal recommendations and requirements for such plans tied to project financing. The New Petroleum Storage Regulations Update

- **The New Petroleum Bulk Storage Regulations (6 NYCRR Part 613)**

This session will review the new requirements and modifications to the Petroleum Bulk Storage regulations which were recently adopted by the NYS Department of Environmental Conservation. In addition, time permitting, an overview of the new federal Environmental Protection Agency Underground Storage Tank requirements (which become effective on October 13, 2015) will be covered.

- **Storm Water and Flooding Preparedness**

Stormwater Management requires an understanding of runoff and its problems and solutions to reduce the impacts from stormwater. From a watershed approach, identifying land use changes and impervious development can help identify solutions to help reduce the impacts from intense, short-term precipitation events. Using interactive i-clickers, participants will be presented with visual stormwater issues. The speaker will then facilitate a discussion as to whether or not the attendee's observations, assessments and solutions provided an effective outcome to the issues presented.

12:00 p.m. Lunch

1:00 p.m. Plenary

- **Personal Protective Equipment**

This session will provide attendees with an interactive demonstration of various types of Personal Protective Equipment, along with a discussion of hazard control and injury prevention through its proper use.

2:45 p.m. Concurrent

- **NYWEA's Year of the Operator - Listening to the Voices of the Operators in New York State**

Come and listen to the voices of operators (via survey results) as we share the information we have gathered from the Operator of the Future task force survey. Hear how NYWEA is working to achieve some of these results to provide a better service to NYS Operators. Covered during the presentation will be communication skills and a brainstorming activity to help change perceptions and attract the right people into the field.

- **Work Zones! Are You Really Protected? Part I**

This session will identify requirements for establishing temporary traffic controls within your municipality based on current state and federal regulations to potential work zone liability claims.

- **Employee Discipline**

This session will explore the necessary practice of progressive discipline and how it is to work within the context and parameters of a Collective Bargaining Agreement and/or the New York State Civil Service Law. The Session will also address all aspects of progressive discipline from non-punitive counseling through termination.

4:00 p.m. Concurrent

- **Emerald Ash Borer: What You Need to Know & Electrical Safety Requirements Around Trees**

Trees killed by EAB will cause unique and dangerous challenges for many municipalities. Some municipalities may not be aware of the potential impact that EAB could have on their budgets, streets, overhead infrastructure, buildings, parks & citizens. Similarly, working near overhead electrical conductors requires special training. Are you ready? This session will address all of these important topics.

- **Work Zones! Are You Really Protected? Part II**

This session will identify specific work zone applications necessary to protect your employees, pedestrians and motorists during construction and maintenance operations including equipment, device placement and spacing requirements.

- **Bedrock Well Rehabilitation**

The session will discuss how to identify when a bedrock supply well is in need of redevelopment or rehabilitation

based on changes in well yield, water level and/or water quality. Several methods for bedrock well redevelopment and rehabilitation will be addressed, including both mechanical and chemical methods, for pros and cons and potential effectiveness.

**6:30 p.m. Dinner**

## **Tuesday, OCTOBER 27, 2015**

**8:00 a.m. Early-Riser Roundtable Discussion**

### **Becoming a WaterSense Partner Just Make \$ense**

This session will address water conservation as one of many competing priorities for utilities. In addition, the speaker will cover water efficiency as a key component of conservation planning and implementation and highlight how the WaterSense program fits into your efficiency goals and makes it easy for you to enhance your water conservation program by providing you with tools and resources, including best management practices that can offer environmental and economic benefits.

**9:00 a.m. Concurrent**

- **Identifying and Preventing Inflow and Infiltration in Manholes**

This session will provide attendees with an overview of what is Inflow & Infiltration. In addition, the speaker will provide examples of how your municipality can prevent Inflow and Infiltration from occurring.

- **Conducting an Energy Efficiency Self Assessment**

This session will provide both Water & Wastewater Operators with a basic understanding of conducting a utility energy efficiency self-assessment using examples of the USEPA Self-Assessment Tool. Will describe what information is required, how to complete the assessment form, and provide case study examples from systems in New York State.

- **Ethics for the Public Works Official**

Municipal employees now more than ever are under the proverbial microscope. The public is watching and they demand municipal employees hold themselves to a high standard. This session will address many of the most frequently asked questions related to municipal ethics. Topics of discussion will include: Gifts; Nepotism; Use of Municipal Equipment including vehicle use, as well as the recent change to the NYS Lobby Act.

**10:45 a.m. Concurrent**

- **Sewage Pollution Right-to-Know: What You Need to and Should Know About Sustainability**

This session will include a detailed review of the State's Sewage Pollution Right to Know (SPRTK) Act. There will be a discussion of the SPRTK including registration and reporting requirements as well as the latest updates from Department of Environmental Conservation. Sustainability as well as the DEC's eventual asset management requirement will also be covered.

- **New Federal Drinking Water Rule**

This presentation will help water operators, engineers and public health officials, to better understand the new requirements of the Revised Total Coliform Rule (RTCR). Specifically, the required elements of a Level 1 and Level 2 assessment will be discussed. Participants will learn how to properly evaluate a water system and what key items that should be reviewed, following a triggered event. Developing a corrective action plan will be discussed along with who will perform Level 2 assessments. In addition participants will learn how to define a sanitary defect and the steps necessary when a sanitary defect is identified at a public water system.

- **Competitive Bidding**

This session will provide an overview of the process for purchasing goods and services through competitive bidding and also help you to know when you don't need to competitively bid a purchase. The speaker will also provide information on the different types of ways to purchase goods and services while complying with the law.

## 12:00 p.m. Banquet Luncheon & Certificate Presentations

### 1:15 p.m. Plenary Keynote

- **Overcoming Obstacles - Get Off Your Knees!** *John Robinson, Our Ability, Inc.*

Born a congenital amputee, John Robinson's inspirational story shows us what is possible and what it takes to overcome obstacles in life and business. Overcoming Obstacles in one's life is always a challenge. In John's keynote session, you will be transformed into a journey of self-discovery. Through stories of success, John will make your audience laugh, cry and most importantly think about who they are in today's world of Obstacles.

### 2:45 p.m. Concurrent

- **What Every Public Works Department Needs to Know About the Americans with Disabilities Act (ADA)**

This session will address key components of the Americans with Disabilities Act (ADA). Specifically, the speaker will cover regulation Do's and Don'ts as well as highlight new rules and regulations as well as cover what you need to know in order to be in compliance with the ADA.

- **Doubling the Size of Your Facility's Capacity Without Adding Additional Tankage: It Is Not a Pipe Dream, It is a Reality**

Attendees of this training session can expect to gain knowledge and understanding of the principles of magnetite ballasted systems. Specific topics include magnetite ballasted technology, ballasted biological treatment systems and particulate removal systems. The session is formatted to be valuable for design engineers, facility operators, facility managers, and those who are interested in learning technical details of magnetite ballasted systems.

- **A Primer on Addressing Distressed and Abandoned Properties**

Perhaps the number one quality of life complaint that local officials receive concerns run-down properties. Many buildings in New York's cities and villages were built during the first half of the 20th Century. The age of these properties combined with the slow but persistent job and population losses our cities and villages have experienced over the past 50 years have resulted in a proliferation of vacant and abandoned properties that are blighting our communities. This session will address the importance of identifying the causes of vacancy and abandonment and the tools that are available for dealing with these vacancies and abandonment.

### 4:00 p.m. Concurrent

- **Snow & Ice Control**

This session will provide innovative strategies for snow and ice control. The speaker will cover new technologies as well as address tried and true methods for tackling snow and ice.

- **Keys to Providing Effective Testimony**

This one hour presentation is designed to assist municipal officials and supervisors to effectively prepare for giving live testimony in a variety of proceedings that they may encounter. The discussion will encourage attendees to think and prepare strategically for providing live testimony so that their positions can be effectively and confidently communicated in legal proceedings. The concepts discussed will be applied to brief hypothetical case scenarios to promote comprehension and mastery of the issues presented.

- **A "How-To" Guide to Shared Services**

As municipal responsibilities become increasingly complex and demanding, municipalities can explore shared services and cooperative opportunities as a way to reduce or avoid costs, improve service delivery, and maintain

services. During this session, you will learn about the benefits and challenges on “how-to” establish cooperative ventures for local government partners. We will also present recommended practices and tell you where to get help when starting the process.

**6:00 Reception**

**Evening Dinner on Your Own**

## **Wednesday, OCTOBER 28, 2015**

**8:00 a.m. Early-Riser Roundtable Discussion**

### **Peer-to-Peer Q&A**

An opportunity to share information and ask questions in an informal setting with members of the Public Works Training School Advisory Committee. Peer-to-Peer Q & A

**9:00 a.m. Concurrent**

- **CHIPS Update**

- **Dig Safely New York - Underground Utility Protection**

This educational outreach session will focus on the work habits and procedures that excavators should follow to help eliminate damage to underground facilities. Topics include the notification process, confirming utility response, respecting the marks, and digging with care

- **Minimum Wage & Overtime Essentials**

Minimum wage and overtime rules can be a complex and daunting endeavor for even the most senior municipal officials. This session will review compliance requirements for municipalities under the Fair Labor Standards Act, addressing minimum wage issues, overtime rules, exemptions, and comp-time policies. In addition, the speaker will cover President Obama's proposal to greatly expand the number of employees potentially eligible for overtime pay.

**10:30 a.m. Plenary**

- **Legal Panel**

Attendees will have the opportunity to ask seasoned municipal attorneys their most pressing legal questions including the administering of municipal water and sewer utility systems; labor relations; municipal liability; and street and sidewalk issues.

**12:00 p.m. Lunch (conference concludes)**

*Updated: 9/16/15*

## Leslie Morelli

---

**From:** Harry Donahue  
**Sent:** Wednesday, September 16, 2015 12:45 PM  
**To:** Leslie Morelli  
**Subject:** VILLAGE OF BROCKPORT ON BID  
**Attachments:** VILLAGE OF BROCKPORT ON BID.docx

Leslie,

Attached you will find the quote for the truck replacement.

Harry

Kenworth Northeast Group Inc.



Albany

Boston

Buffalo

Rochester

Syracuse



**Kenworth Northeast Group Inc.**  
100 Commerce Dr.  
Buffalo, NY 14218  
Phone: (716) 852-2800  
Fax: (716) 852-0143

VILLAGE OF BROCKPORT  
38 EAST AVENUE  
BROCKPORT NY, 14420  
Phone: (585)637-1060  
Fax: (585)637-1062  
Prepared for: HARRY DONAHUE

SEPT. 4 2015

**Customer Quote – Pricing  
Onondaga Pricing Agreement  
Bid Ref # 7974**

**Equipment: 1 2016 Kenworth T370 Cab/Chassis with Hook Lift Body**

2016 T370 Base MSRP	\$84,700.00	
Less 17% base discount	(12,750.00)	
Chassis Price after discount:		\$71,995.00
Options @ MSRP	\$42,981.00	
Less 15% option discount	(6,447.15)	
Option Price after discount:		\$36,533.85
Additional Kenworth NE Group discount		(23,668.85)

---

Total Cab/Chassis Selling Price: \$84,860.00

Other: Body Equipment supplied by Henderson Equipment \$121,455.10  
Contract discount @ 30% (28,028.10)  
Equipment Total \$93,427.00

**Quotation Total: \$178,287.00**

Prepared by: MARK SCHLUETER JR  
716-697-4038  
mschlueterjr@kenworthne.com

## Leslie Morelli

---

**From:** Harry Donahue  
**Sent:** Wednesday, September 16, 2015 12:47 PM  
**To:** Leslie Morelli  
**Subject:** PD exterior door locks  
**Attachments:** Quote\_P31143-001241.pdf

Leslie,

Attached is a quote for the key fob system at the Police Dept.

Thanks, Harry



90 Goodway Dr  
ROCHESTER, NY 14623-0000  
(585) 475 1060  
FAX: (585) 475 1898  
www.simplexgrinnell.com

## SimplexGrinnell Quotation

TO:  
Village Of Brockport  
49 State St  
BROCKPORT, NY 14420-1922

Site: Brockport Police Access Contro  
Project: Brockport Police Access Contro  
Customer Reference: Brockport Police Access Contro  
SimplexGrinnell Reference: 153418303  
Proposal #: P31143-001241  
Date: 08/28/2015  
Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
		<b>Access Control</b>
		Access Control
1	EK-400	EKPANSION KIT KT-400 NO RDR
1	INTEVO-ADV-3TB	INTEVO ADVANCED MODEL W/3TB HD
2	5365EKP00	MP WIEG, CLASSIC BLK, 18 INCH
2	5395CK100	THINLINE II WIEGAND, CLASSIC B
1	ISN-CTC75-W	CNTCT 3/4W/TERMCNCT-10P
2	DPAC	0162 SURFACE MOUNT RIM STRIKE
1	DPIM	INSTALLATION MATERIALS
	Technical Services - Access Control	
	TECH LAB	TECHNICAL SERVICE
	COMM LAB	COMMISSIONING LABOR

**Total net selling price, FOB shipping point, \$11,772.52**

This pricing is based on NYS Contract:  
**Security Systems and Solutions**  
*Lot 3: Product, Installation, Integration, and Maintenance*  
**Group No: 77201**  
**Award No: 20191**  
**SimplexGrinnell Contract No**  
**Revision No: 11**  
**No: PT63104 (Replaces PC61068)**

[http://www.ogs.ny.gov/purchase/prices/7720120191PL\\_SimplexGrinnell.pdf](http://www.ogs.ny.gov/purchase/prices/7720120191PL_SimplexGrinnell.pdf)

### Local Contact Information:

**Joe Shembeda**  
JShembeda@SimplexGrinnell.com  
(585) 202-3627 - Cell  
(585) 288-2532 - Fax

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



Project: Brockport Police Access Contro  
Customer Reference: Brockport Police Access Contro  
SimplexGrinnell Reference: 153418303  
Date: 08/28/2015  
Page 2 of 5

## **SimplexGrinnell Quotation**

### **SimplexGrinnell's Scope of Work:**

This pricing is for the installation of access control at the Brockport Police Department at 1 Clinton St.

Kantech Intevo server to be installed in the server closet and terminated to the existing Ethernet switch.

KT-400 four door controller to be wall mounted in the server closet and terminated to the existing Ethernet switch.

Brockport to provide hardwired 120VAC in a 4 square box where SimplexGrinnell will install the transformer for the controller.

Four doors of access control to be installed.

The main entrance and officer entrance have existing crash bars and surface mount rim strikes are to be installed.

The interior lobby and processing room doors have existing door strikes with remote release buttons.

Remote release buttons to remain in service.

Readers and door contacts to be installed at each door. Mullion readers to be used for the two exterior perimeter doors and wall mount single gang readers to be installed on the two interior doors.

Intevo LAN webserver to be configured and local administration of the Entrapass software to be done through the use of Entrapass Web.

All default passwords to be changed. Administrative password to be given to the Police Chief. Additional system operators be created and roles and rights to be reviewed and approved by the Police Chief.

Two hours of training to be given upon completion of the installation.

### TERMS AND CONDITIONS

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

**SALE AND INSTALLATION AGREEMENT**  
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of the Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



Project: Brockport Police Access Contro  
 Customer Reference: Brockport Police Access Contro  
 SimplexGrinnell Reference: 153418303  
 Date: 08/28/2015  
 Page 5 of 5

**SALE AND INSTALLATION AGREEMENT**  
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**30. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**31. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.

(Rev. 10/08)

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**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

Offered By: SimplexGrinnell LP License#: 12000306875  90 Goodway Dr ROCHESTER, NY 14623-0000  Telephone: (585) 475 1060 Fax: (585) 288-2532  Representative: Joe Shembeda  Email: Jshembeda@simplexgrinnell.com	Accepted By: (Customer)  Company: _____ Address: _____ Signature: _____ Title: _____ P.O.# _____ Date: _____
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**Town of Sweden**  
**18 State Street, Brockport, NY 14420**

[www.townofsweden.org](http://www.townofsweden.org)

[karens@townofsweden.org](mailto:karens@townofsweden.org)

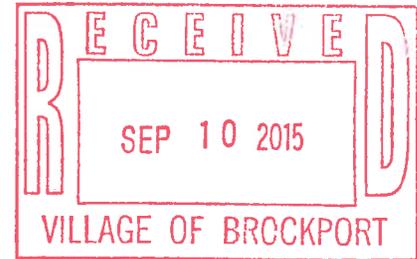
[kathyr@townofsweden.org](mailto:kathyr@townofsweden.org)

Phone (585) 637-2144

Fax (585) 637-7389

September 9, 2015

Village of Brockport, Village Board  
Attn: Mayor Blackman  
49 State Street  
Brockport, NY 14420



RE: Involved Agency under SEQR

Portion of Vacant Parcel on Owens Road & Future Construction of Frances Apartments

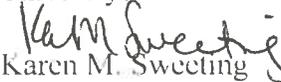
Pursuant to the State Environmental Quality Review (SEQR) Act, please be advised that the Town of Sweden Town Board (hereinafter referred to as Town Board) intends to establish itself as Lead Agency for the purpose of implementing the SEQR requirements with respect to the project described below. Enclosed for your review are the project application, the EAF Part 1 and a copy of the Notice of Intent to become Lead Agency Resolution.

The Town of Sweden Town Board has received an application and proposal to re-zone a portion of property located on the east side of Owens Road north of the Owens Road/Route 31 intersection for future construction of a family rental apartment community called Frances Apartments with a special set-aside for developmentally disabled clients of Lifetime Assistance. The property is currently zoned Heavy Industrial (I-1). The applicant, Rochester's Cornerstone Group, Ltd. along with Lifetime Assistance, Inc., acting as developing agents for the owner of the property, Brockport Land Associates II, LLC, desire to re-zone a portion of property currently Heavy Industrial (I-1) to Retail-Commercial (B-1) an approximate 6.65+/- acres of Tax Account No. 084.01-1-19.142 to ultimately construct 7 apartment buildings with a total of 56 units along with a community building complete with water, sanitary and storm infrastructure.

In accordance with 6NYCRR Part 617 all involved agencies must agree upon the Lead Agency designation within 30 calendar days of the date of receipt of this letter and the enclosed EAF. To facilitate such an agreement and to provide for sufficient time for discussion, if any, the Town Board requests that all response forms to this notice be returned to 18 State Street, Brockport, NY 14420 Attn: Karen M. Sweeting ([karens@townofsweden.org](mailto:karens@townofsweden.org)) **no later than October 10, 2015.**

In the event that a response is not received at or before this time, your agency will be deemed to have no objection to the Town of Sweden Town Board assuming Lead Agency status for the purpose of this project. To facilitate your response, please complete the enclosed coordination request form and return it as part of your response.

Sincerely,

  
Karen M. Sweeting

Town Clerk, Town of Sweden

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Supervisor Robert A. Carges, Councilperson Rebecca M. Donohue, Councilperson Robert Muesebeck,  
Councilperson Donald E. Roberts, Jr., Councilperson Danielle Windus-Cook  
Town Clerk Karen M. Sweeting, Receiver of Taxes and Assessments Kathleen A. Bahr-Seever,  
Superintendent of Highways Brian Ingraham

**Town of Sweden  
Portion of Vacant Parcel on Owens Road  
Rezoning Project**

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**SEQR LEAD AGENCY COORDINATION REQUEST**

\_\_\_\_\_ This Agency has no objection to the Town of Sweden Town Board assuming Lead Agency status for this action.

\_\_\_\_\_ This Agency wishes to be considered for Lead Agency for this action.

\_\_\_\_\_ Other (see comments below)

Comments:

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PLEASE RETURN TO:** Town of Sweden  
Karen M. Sweeting, Town Clerk  
18 State Street  
Brockport, NY 14420

**NOTE:**

If this form is not returned at or before **October 10, 2015** your agency will be deemed to have no objection to the Town of Sweden Town Board assuming Lead Agency status for this action.

WHEREAS, Rochester's Cornerstone Group, Ltd., 366 White Spruce Boulevard, Rochester, New York 14623, along with Lifetime Assistance, Inc., acting as developing agents for the owner of the property, Brockport Land Associates II, LLC, 1941 Davis Road, West Falls, New York, 14170, has submitted to the Town Board an application and proposal to re-zone a portion of the property located on the east side of Owens Road north of the Owens Road/ Route 31 intersection, from I-1 Heavy Industrial to B-1 Retail-Commercial; and

WHEREAS, a map of the property and legal description for the 6.65 acre portion to be re-zoned has been filed with the town, and the required fee paid; and

WHEREAS, the applicants will be submitting an application on September 14, 2015 to the Planning Board to subdivide the 26 acre parcel and also for project site plan review; and

WHEREAS, the goal of the developer is to construct a family rental apartment community called Frances Apartments with a special set-aside for developmentally disabled clients of Lifetime Assistance.

NOW, THEREFORE BE IT RESOLVED:

Sec. 1. That the Town Board of the Town of Sweden will hold a public hearing at the Town Hall, 18 State Street, Brockport, New York, in said Town on October 13, 2015 at 7:00 PM to hear all persons interested in the re-zoning of the portion of the property located on the east side of Owens Road north of the Owens Road/ Route 31 intersection, from I-1 Heavy Industrial to B-1 Retail-Commercial.

Sec. 2. That the portion of property proposed to be re-zoned is 6.65 +/- acres of the whole 26 acre parcel, tax account number 084.01-1-19.142.

Sec. 3. That the portion of property proposed to be re-zoned is more particularly described as follows:

LEGAL DESCRIPTION

All that tract or parcel of land, situate in the Town of Sweden, County of Monroe, State of New York, being part of Town Lots 2 and 7, Township 3, Section 12 of the Triangular Tract, more particularly described as follows:

Beginning at a point located at the intersection of the southwesterly corner of the property now or formerly of Brockport Land Associates, Owens Road, Tax Acct. #084.01-1-19.142, being Lot 2 of the Hogan Subdivision and the easterly right-of-way of Owens Road (60 foot wide right-of-way); thence

1. North 01° 01' 45" west, along said easterly right-of-way of Owens Road, a distance of 450.00 feet to a point; thence
2. South 89° 38' 22" east, a distance of 649.98 feet to a point; thence
3. South 0° 28' 16" west, a distance of 451.10 feet to a point; thence
4. North 89° 31' 44" west, a distance of 638.20 feet to the point of beginning, containing 6.661 acres of land more or less. Bearings refer to New York State Plane Coordinate System, West Zone, Transverse Mercator System.

Sec. 4. That the Town Clerk is directed to cause a notice of this hearing to be posted and published as required by law.

Sec. 5. That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson Roberts  
Seconded by Councilperson Donohue

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Donohue	<u>Aye</u>
Councilperson Muesebeck	<u>Absent</u>
Councilperson Roberts	<u>Aye</u>
Councilperson Windus-Cook	<u>Aye</u>
Supervisor Carges	<u>Aye</u>

Submitted – September 8, 2015

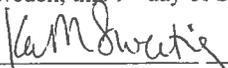
Adopted

STATE OF NEW YORK     ]  
COUNTY OF MONROE    ]  
TOWN OF SWEDEN       ]     SS

I, Karen M. Sweeting, Town Clerk of the Town of Sweden, Monroe County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board of the Town of Sweden at a meeting of said Board held on the 8<sup>th</sup> of September 2015, and that the foregoing is a true and correct transcript of said original resolution and of the whole thereof, and that said original resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of said Town Board had due notice of said meeting, and that Supervisor Robert Carges and Councilpersons Rebecca Donohue, Donald Roberts and Danielle Windus-Cook were present at such meeting. Councilperson Robert Muesebeck was absent.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Sweden, this 9<sup>th</sup> day of September 2015.

  
\_\_\_\_\_  
Karen M. Sweeting, Town Clerk

WHEREAS, the Town Board of the Town of Sweden has received an application and proposal to re-zone a property located on the east side of Owens Road north of the Owens Road/Route 31 intersection; and

WHEREAS, the property is currently zoned Heavy Industrial (I-1); and

WHEREAS, the developer, Rochester’s Cornerstone Group, Ltd., along with Lifetime Assistance, Inc. on behalf of the owner, Brockport Land Associates II, LLC desires to re-zone the portion of property currently Heavy Industrial (I-1) to Retail-Commercial (B-1) an approximate 6.65+/- acres of Tax Account No. 084.01-1-19.142; and

WHEREAS, the Town Board recognizes that there is a need and requirement under the State Environmental Quality Review Act to classify, fully assess and determine the environmental significance of the impact of the proposed project; and

WHEREAS, the Town Board recognizes that the other involved agencies, as identified under the SEQRA Regulations and the EAF, part 1, Item 25, are the Village of Brockport Village Board, the New York State Department of Environmental Conservation (NYSDEC), Monroe County Pure Waters (MCPW), the Monroe County Water Authority (MCWA), the Monroe County Department of Health (MCDOH), U.S. Army Corp of Engineers and the Town of Sweden Planning Board, and thus the action of the proposed re-zoning is subject to a coordinated review under SEQRA.

NOW, THEREFORE. BE IT RESOLVED:

Sec. 1. The Town Board of the Town of Sweden does hereby declare its intent to be designated the Lead Agency for the Coordinated Review and Determination of Significance under SEQRA for the above referenced action.

Sec. 2. The Town Clerk shall provide the previously identified involved agencies with a copy of the application and the EAF, together with a copy of this Resolution, and request of said involved agencies their concurrence therewith.

Sec.3. The Town Board intends to adopt a resolution at a Town Board meeting in no less than thirty (30) days after the Town Clerk furnishes to all involved agencies the papers directed to be furnished herein, by which the Town Board will establish itself as the lead agency under SEQRA, providing that there are no objections thereto received from the above mentioned agencies.

Sec. 4. That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson Windus-Cook  
Seconded by Councilperson Roberts

Discussion:

VOTE BY ROLL CALL AND RECORD:

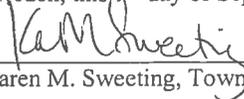
Councilperson Donohue	<u>Aye</u>
Councilperson Muesebeck	<u>Absent</u>
Councilperson Roberts	<u>Aye</u>
Councilperson Windus-Cook	<u>Aye</u>
Supervisor Carges	<u>Aye</u>

STATE OF NEW YORK ]  
COUNTY OF MONROE ]  
TOWN OF SWEDEN ] SS

I, Karen M. Sweeting, Town Clerk of the Town of Sweden, Monroe County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board of the Town of Sweden at a meeting of said Board held on the 8<sup>th</sup> of September 2015, and that the foregoing is a true and correct transcript of said original resolution and of the whole thereof, and that said original resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of said Town Board had due notice of said meeting, and that Supervisor Robert Carges and Councilpersons Rebecca Donohue, Donald Roberts and Danielle Windus-Cook were present at such meeting. Councilperson Robert Muesebeck was absent.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Sweden, this 8<sup>th</sup> day of September 2015.

  
\_\_\_\_\_  
Karen M. Sweeting, Town Clerk



**Rochester's  
Cornerstone  
Group  
Ltd.**

*Integrity is the Cornerstone.*

August 18, 2015

Robert A. Carges  
Supervisor, Town of Sweden  
18 State Street  
Brockport, NY 14420

**Re: Letter of Intent (LOI) for Frances Apartments**

Dear Supervisor Carges:

Rochester's Cornerstone Group, Ltd. and Lifetime Assistance, Inc. are submitting a re-zoning application to the Town Board of Sweden for 6.65-acres of parcel 084.01-1-19.142, which is currently owned by Brockport Land Associates II, LLC. We have entered into a contract which gives us the option to purchase these 6.65-acres from the larger 26-acre parcel. Our request is for the Board to change the parcel's zoning from its current designation of Heavy Industrial (I-1) to Retail-Commercial (B-1). At the September 14<sup>th</sup> Planning Board meeting, we will formally submit an application to subdivide the 26-acre parcel and also for project site plan review. Our end goal is to construct a family rental apartment community called Frances Apartments with a special set-aside for developmentally disabled clients of Lifetime Assistance.

The re-zoning application lines up well with some of the recommendations of the 2013 version of the Town's Comprehensive Plan, including its suggestion to consider vacant industrial land along Owens Road for re-zoning for multi-residential. The Plan also encourages the provision of a variety of housing styles to meet the diverse needs of the Town, as well as specifically mentioning affordable housing. The for-sale condominium community directly across the street from our site would ensure that Frances Apartments would fit in well with the current Owens Road corridor.

Thank you for your time and assistance with this re-zoning application. Frances Apartments will be a valuable addition to the Town of Sweden and we look forward to working with you throughout the development process.

Regards,

Ryan Brandt, Development Associate

TOWN OF SWEDEN  
APPLICATION FOR REZONING

Date: 8/19/15

Fee Paid \$5,000.00

Applicants Name: To-be-named LLC (under Rochester's Cornerstone Group & Lifetime Assistance)

Address: 366 White Spruce Blvd.  
Rochester, NY 14623

Daytime

Telephone Number 585-424-1400

Fax Number

585-424-5379

Description of Property Involved:

Address: Owens Road, north of Lowe's  
Parcel 084.01-1-19.142

Distance, direction to and name of nearest major intersection The site is <sup>1/2</sup> 0.4  
miles North of the Owens Rd/Route 31 intersection

Tax ID# 084.01-1-19.142

Parcel Size

26.07 (6.65 after sub-  
division)

Rezoning from Heavy Industrial to Retail-Commercial

Include map of described area with application.

Ryan Brandt  
Signature of Applicant

**TOWN BOARD FEE:**

**Note: 50% of all fees in this section are for professional consulting services calculated after, and over and above the professional fees which are authorized to be charged to an applicant under 6 NYCRR §617.13, in connection with preparation and review of the draft environmental impact statements (DEIS) and final environmental impact statements (FEIS). Any additional fee incurred through professional services provided by Town consultants, such as the Town Engineer, Town Attorney, Special Counsel to the Town, and Planning Consultant shall be paid by the applicant/ developer prior to final signature by the Chairman of the Planning Board on a subdivision plat, by the Supervisor on local legislation changing the zone of property, and, in the case of a DEIS and FEIS, prior to the determination by the Lead Agency that the DEIS and FEIS is acceptable as complete, pursuant to 6 NYCRR §617.9.**

For public hearing to request zoning change	\$1,000 per parcel less than 5 acres \$3,000 per parcel between 5 & 10 acres \$5,000 per parcel greater than 10 acres
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**ADDITIONAL FEES AND CHARGES:**

Garage Sale Permit (non-refundable)	\$5
Plumber's License Test	\$25
Plumber's Annual License Fee	\$25
Conveyance Inspector Annual License Fee	\$25
Standards and Specifications Book for Streets, Pavements, Sewers, Water Mains	\$30
Town of Sweden Zoning Code	\$25
Town of Sweden Zoning Map	\$3
Comprehensive Plan Update 2002	\$60

**Frances Apartments, Town of Sweden, NY**  
**Lot R-2A Parcel Description**

All that tract or parcel of land, situate in the Town of Sweden, County of Monroe and State of New York, being part of Town Lots 2 and 7, Township 3, Section 12 of the Triangular Tract, more particularly described as follows:

Beginning at a point located at the intersection of the southwesterly corner of the property now or formerly of Brockport Land Associates, Owens Road, Tax Acct.# 084.010-0001-019.142, being Lot 2 of the Hogan Subdivision and the easterly right-of-way of Owens Road (60 foot wide right-of-way); thence,

1. North  $01^{\circ}01'45''$  West, along said easterly right-of-way of Owens Road, a distance of 450.00 feet to a point; thence,
2. South  $89^{\circ}38'22''$  East, a distance of 649.98 feet to a point; thence,
3. South  $0^{\circ}28'16''$  West, a distance of 451.10 feet to a point; thence,
4. North  $89^{\circ}31'44''$  West, a distance of 638.20 feet to the point of beginning, containing 6.661 acres of land more or less. Bearings refer to New York State Plane Coordinate System, West Zone, Transverse Mercator System.



## Ryan Brandt

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**From:** Douglas Morris <dam72961@gmail.com>  
**Sent:** Tuesday, August 18, 2015 1:38 PM  
**To:** Ryan Brandt; paradigm development; Jennifer Bronstein  
**Subject:** Re: Town of Sweden approvals - Owens Road parcel  
**Attachments:** brockport rezone 001.jpg

Per your request, here is your executed approval letter for Brockport rezoning.

On Tue, Aug 18, 2015 at 11:29 AM, Ryan Brandt <[Ryan@rcgltd.net](mailto:Ryan@rcgltd.net)> wrote:

Good Morning all,

We are applying for the re-zoning and subdivision of the Owens Road parcel but need the formal permission of the current land owners in order to do so. Could one of you please review the attached letter and sign and return it to me? You may make any changes to it that you see fit.

Let me know if you have any questions.

Thanks and have a great day,

Ryan C. Brandt

Real Estate Development Associate

Rochester's Cornerstone Group, Ltd.

366 White Spruce Blvd.

Rochester, NY 14623

(585) 424-1400 - ext 105 office

(585) 424-5379 fax

[www.rcgltd.net](http://www.rcgltd.net)

August 18, 2015

Karen M Sweeting  
Town Clerk, Town of Sweden  
18 State Street  
Brockport, NY 14420

**Re: Owen Road parcel re-zoning**

Dear Ms. Sweeting:

Brockport Land Associates II, LLC has entered into an option to purchase contract with Cornerstone Development Properties, LLC, of Rochester, NY to buy the parcel 084.01-1-19.142. We understand that they plan to subdivide and re-zone 6.65 acres of the parcel in order to construct multi-family rental apartments. This letter formally gives Cornerstone Development Properties and Rochester's Cornerstone Group, as well as their civil engineer Passero Associates (civil engineer), permission to submit a re-zoning application and request a public hearing for parcel 084.01-1-19.142.

Thank you for your time and assistance with this matter and feel free to contact me with any questions.

Regards,

Douglas Morris

**Re: Owen Road parcel re-zoning**

Dear Ms. Sweeting:

Brockport Land Associates II, LLC has entered into an option to purchase contract with Cornerstone Development Properties, LLC, of Rochester, NY to buy the parcel 084.01-1-19.14 understand that they plan to subdivide and re-zone 6.65 acres of the parcel in order to construct family rental apartments. This letter formally gives Cornerstone Development Properties and Rochester's Cornerstone Group, as well as their civil engineer Passero Associates (civil engineer permission to submit a re-zoning application and request a public hearing for parcel 084.01-1-

Thank you for your time and assistance with this matter and feel free to contact me with any questions.

Regards,



Douglas Morris

**Full Environmental Assessment Form  
Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: FRANCES APARTMENTS		
Project Location (describe, and attach a general location map): OWENS ROAD, SWEDEN, NY (APPROXIMATELY 2000 FEET NORTH OF NYS ROUTE 31)		
Brief Description of Proposed Action (include purpose or need): THE SUBDIVISION OF AN EXISTING 26 +/- ACRE LOT INTO A 7 +/- ACRE LOT AND A 19 +/- Lot. THE +/- 7 ACRE LOT WILL BE DEVELOPED INTO A MULTI-FAMILY HOUSING COMPLEX COMPLETE WITH WATER, SANITARY AND STORM INFRASTRUCTURE. THE +/- 7 ACRE LOT IS TO BE REZONED FROM HEAVY INDUSTRIAL TO BUSINESS RETAIL.		
Name of Applicant/Sponsor: ROCHESTER CORNERSTONE GROUP		Telephone: 585-424-1400
		E-Mail: INFO@RCGLTD.NET
Address: 366 WHITE SPRUCE BOULEVARD		
City/PO: ROCHESTER	State: NY	Zip Code: 14623
Project Contact (if not same as sponsor; give name and title/role): SAME		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): SAME		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

<b>B. Government Approvals, Funding, or Sponsorship.</b> ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	TOWN OF SWEDEN TOWN BOARD-REZONE	10/27 PROJECTED
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	TOWN OF SWEDEN PLANNING BOARD SITE AND SUBDIVISION	11/9 PROJECTED
c. City Council, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MONROE COUNTY WATER AUTHORITY RG&E	11/9 PROJECTED
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MONROE COUNTY DEPARTMENT OF HEALTH	11/9 PROJECTED
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	11/9 PROJECTED
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): NYS Heritage Areas: West Erie Canal Corridor	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
HEAVY INDUSTRIAL & BUSINESS RETAIL

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? BUSINESS RETAIL

**C.4. Existing community services.**

a. In what school district is the project site located? BROCKPORT SCHOOL DISTRICT

b. What police or other public protection forces serve the project site?  
BROCKPORT POLICE DEPARTMENT, MONROE COUNTY SHERIFF

c. Which fire protection and emergency medical services serve the project site?  
BROCKPORT FIRE DEPARTMENT

d. What parks serve the project site?  
CORBETT PARK, NORTHAMPTON PARK

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? RESIDENTIAL

b. a. Total acreage of the site of the proposed action? 6.66 acres  
 b. Total acreage to be physically disturbed? 5.8 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 6.66 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
RESIDENTIAL/COMMERCIAL  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? 1  
 iv. Minimum and maximum proposed lot sizes? Minimum 6.66 Maximum 6.66

e. Will proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: 12 months  
 ii. If Yes:  
 • Total number of phases anticipated \_\_\_\_\_  
 • Anticipated commencement date of phase 1 (including demolition) 10 month 16 year  
 • Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:  
N/A

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	56
At completion of all phases	_____	_____	_____	56

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 20 height; 75 width; and 55 length

iii. Approximate extent of building space to be heated or cooled: 2,800 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_

ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_

iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_

iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres

v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  Yes  No  
 If Yes:

i. What is the purpose of the excavation or dredging? General earthwork, excavations for foundations & stormwater pond

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): 1000 CY
- Over what duration of time? 2 MONTHS

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
BEDROCK, SANDY SILT, TOPSOIL

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. TRENCHES WILL BE DEWATERED TO EROSION CONTROL PRACTICES

v. What is the total area to be dredged or excavated? \_\_\_\_\_ 5.8 acres

vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ 5 acres

vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ 6 feet

viii. Will the excavation require blasting?  Yes  No

ix. Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

N/A

iii. Will proposed action cause or result in disturbance to bottom sediments?

Yes  No

If Yes, describe:

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?

Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

N/A

c. Will the proposed action use, or create a new demand for water?

Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ 11,440 gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

Yes  No

If Yes:

- Name of district or service area: MCWA
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?

Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
100 LF OF PUBLIC MAIN EXTENSION INTO SITE WILL BE REQUIRED
- Source(s) of supply for the district: LAKE ONTARIO

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

Yes  No

If, Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

N/A

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ N/A gallons/minute.

d. Will the proposed action generate liquid wastes?

Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 11,440 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

SANITARY WASTEWATER

iii. Will the proposed action use any existing public wastewater treatment facilities?

Yes  No

If Yes:

- Name of wastewater treatment plant to be used: NORTHWEST QUADRANT WWTP
- Name of district: NORTHWEST QUADRANT
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

Yes  No  
 Yes  No

• Do existing sewer lines serve the project site?  
 • Will line extension within an existing district be necessary to serve the project?  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):  
 \_\_\_\_\_  
 N/A

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ 2.4 acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ 6.6 acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_ DISCHARGES FROM VEGETATED SWALES AND STORMWATER POND

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_ TO ON-SITE TRIBUTARY/CREEK

• If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_ BROCKPORT CREEK - OTIS CREEK

• Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_ EXCAVATION EQUIPMENT  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_ N/A  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_ N/A

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): N/A

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): N/A

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): N/A

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):  
 \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade to, an existing substation?  Yes  No

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l. Hours of operation. Answer all items which apply.

i. During Construction:		ii. During Operations:	
• Monday - Friday:	<u>7 A.M. TO 5 P.M.</u>	• Monday - Friday:	<u>ALL</u>
• Saturday:	<u>-</u>	• Saturday:	<u>ALL</u>
• Sunday:	<u>-</u>	• Sunday:	<u>ALL</u>
• Holidays:	<u>-</u>	• Holidays:	<u>ALL</u>

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
EXCAVATION MARCHINES MON. - FRI.- 7 A.M. TO 3 P.M.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
RESIDENTIAL LED, POST-TOP MOUNTED LIGHTS, 14 FOOT MOUNTING HEIGHT, DOWNWARD AIM

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: EXISTING VEGETATION WILL BE REMOVED AT PERIMETER, PERIMETERS WILL BE REPLANTED

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o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

---

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally describe proposed storage facilities: \_\_\_\_\_

---

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

---

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)

Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

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b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	2.4	+2.4
• Forested	6.61	1.2	5.4
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.2	0.2	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): 828038  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
REMEDATION OCCURRED IN SEPTEMBER 2000. GROUNDWATER SAMPLING AND MONITORING IS ON-GOING BY VILLAGE OF BROCKPORT

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_

---

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 12 feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

ONTARIO LOAM	_____	60 %
HILTON LOAM	_____	30 %
APPLETON LOAM	_____	10 %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 7 feet

e. Drainage status of project site soils:

<input checked="" type="checkbox"/> Well Drained:	_____	70 % of site
<input type="checkbox"/> Moderately Well Drained:	_____	% of site
<input checked="" type="checkbox"/> Poorly Drained	_____	30 % of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:	_____	90 % of site
<input type="checkbox"/> 10-15%:	_____	% of site
<input checked="" type="checkbox"/> 15% or greater:	_____	10 % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_

---

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 847-620 Classification C
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

---

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100 year Floodplain?  Yes  No

k. Is the project site in the 500 year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:

i. Name of aquifer: \_\_\_\_\_

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Tom Harris (Sponsor - Passero Assoc) Date 8/19/15

Signature  Title Project Engineer

**PRINT FORM**

**AGRICULTURAL DATA STATEMENT**

1. Name and address of applicant:  
Under Rochester's Cornerstone Group & Lifetime Assistance (LLC to be named)  
366 White Spruce Blvd.  
Rochester, NY 14623
  
2. Location of the proposed action:  
Owens Road, Sweden, NY - Approximately 2,000 LF north of Route 31 on the  
east side of Owens Road.
  
3. Description of the proposed action to include: (1) size of parcel or acreage to be acquired and tax map identification number of tax parcel(s) involved, (2) the type of action proposed (e.g., single-family dwelling or subdivision, multi-family development, apartment complex, commercial or industrial facility, school, community or public service facility, airport, etc.), and (3) project density. **(Please provide this information on the reverse side of this application and attach additional description as necessary.)** (See attached for further description)
  
4. Name, address, telephone number and type of farm of owner(s) of land within the agricultural district which land contains farm operation(s) and upon which the project is proposed or which is located within 500 feet of the boundary of the property upon which the project is proposed:  

N/A

A. Name: \_\_\_\_\_  
Address and telephone #: \_\_\_\_\_  
Type of farm: \_\_\_\_\_

B. Name: \_\_\_\_\_  
Address and telephone #: \_\_\_\_\_  
Type of farm: \_\_\_\_\_

C. Name: \_\_\_\_\_  
Address and telephone #: \_\_\_\_\_  
Type of farm: \_\_\_\_\_

D. Name: \_\_\_\_\_  
Address and telephone #: \_\_\_\_\_  
Type of farm: \_\_\_\_\_
  
5. Tax map or other map showing the site of the proposed project relative to the location of farm operations identified in the ADS.

The proposed action consists of the subdivision of an existing 26.069 Acre lot (Tax Acct No. 084.010-0001-019.142) on the east side of Owens Road. The subdivided parcel will be 6.661 Acres and is proposed to be rezoned from Heavy Industrial to Business Retail. The proposed lot will be developed into a multi-family housing complex with water, sanitary and storm infrastructure. The proposed density of the multi-family complex will be approximately 8.41 units per acre; which is less than the maximum allowable density of 12 units per acre.

## ZONING ANALYSIS (B-1 BUSINESS RETAIL)

	REQUIRED	PROPOSED
REQUIRED FRONTAGE	100'	450.00'
REQUIRED DEPTH	200'	638.20'
BUILDING SEPARATION	EQUAL TO OR EXCEEDING AVERAGE OF THE BUILDING HEIGHTS	25.0'
MAXIMUM BUILDING HEIGHT	36'	29'
MINIMUM FRONT YARD SETBACK	75' (25' LANDSCAPE BUFFER BETWEEN R.O.W. AND PARKING)	101'
MINIMUM SIDE YARD SETBACK	25'	26.7'
REAR YARD SETBACK	25'	88.5'
BUILDING COVERAGE	20%	10.9% (31,554 SF)
OPEN AREA REQUIREMENT (GREEN SPACE)	30% OPEN AND UNUSED	34% (98,000 SF)
MINIMUM PARKING STALLS	2 SPACES PER DWELLING UNIT x 56 UNITS = 112 SPACES	118 SPACES
DENSITY	12 UNITS PER ACRE	56 UNITS/6.66 ACRES = 8.41 UPA
MINIMUM STALL SIZE	10'x20'	10'x20'

Plan is too large to include - is available to review - see Leslie

242 West Main Street Suite 100  
Rochester, New York 14614

(585) 325-1000  
Fax: (585) 325-1691

Principal-in-Charge  
Project Manager  
Designed by

John F. Caruso, P.E.  
Jess D. Sudol, P.E.  
Tim Harris, P.E.



### Revisions

No.	Date	By	Description
1			

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## SITE PLAN

### FRANCES APARTMENTS

Town/City: SWEDEN  
County: MONROE State: New York

Project No.  
**20152085.0001**

Drawing No. <b>C101</b>	Sheet No. <b>1</b>
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Scale:  
**1" = 30'**

Date  
**AUGUST 2015**

**DRAFT**  
VILLAGE OF BROCKPORT  
RESOLUTION

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on September 21, 2015 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Valerie A. Ciciotti, Trustee John D. LaPierre, Trustee Katherine J. Kristansen

ABSENT:

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_/\_ to adopt the following resolution:

RESOLVED, to authorize the Village's grantwriters, J. O'Connell & Associates, to prepare an application to Rochester Area Community Foundation for a grant in an amount up to \$2,000, of a \$9,251 total project budget to purchase a portion of the Village's engineered wood fiber groundcover for the playgrounds at Monika Andrews Children's Park and Corbett Park. The Village will provide the remaining \$1,000 for engineered wood fiber through the general funds. The Village DPW will provide \$6,251 in the form of labor and equipment for the installation of the engineered wood fiber. This grant will be submitted September 25, 2015 with an approximate installation period during Spring 2016, contingent upon the weather.

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK        )  
County of Monroe         ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on September 21, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this 22<sup>nd</sup> day of September 2015.

\_\_\_\_\_  
Leslie Ann Morelli, Village Clerk

Seal

**DRAFT**  
VILLAGE OF BROCKPORT  
RESOLUTION

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on September 21, 2015 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Valerie A. Ciciotti, Trustee John D. LaPierre, Trustee Katherine J. Kristansen

ABSENT:

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried   /   to adopt the following resolution:

RESOLVED, to authorize the Village's grantwriters, J. O'Connell & Associates, to prepare an application for Greater Brockport Development Corporation to M & T Bank for a grant in an amount up to \$10,000, for railroad bridge welcome mural.

To erect a "Welcome to Brockport" mural on the railroad bridge on Main Street. The mural would be two-sided, one panel affixed to the south side of the bridge, the other to the north side of the bridge. Artwork will be done by muralist Stacey Kirby who completed a canal themed mural for the Village in 2013. Permission has been granted by Falls Railroad for the project and the Village has the preliminary approval of NYSDOT for the project.

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK        )  
County of Monroe         ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on September 21, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this 22<sup>nd</sup> day of September 2015.

\_\_\_\_\_  
Leslie Ann Morelli, Village Clerk

Seal

**DRAFT**  
VILLAGE OF BROCKPORT  
RESOLUTION

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on September 21, 2015 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Valerie A. Ciciotti, Trustee John D. LaPierre, Trustee Katherine J. Kristansen

ABSENT:

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_/\_ to adopt the following resolution:

RESOLVED, to authorize the Village's grantwriters, J. O'Connell & Associates, to prepare an application for a NYSCA Decentralization Program grant from Livingston Arts in an amount up to \$5,000, for railroad bridge welcome mural.

To erect a "Welcome to Brockport" mural on the railroad bridge on Main Street. The mural would be two-sided, one panel affixed to the south side of the bridge, the other to the north side of the bridge. Artwork will be done by muralist Stacey Kirby who completed a canal themed mural for the Village in 2013. Permission has been granted by Falls Railroad for the project and the Village has the preliminary approval of NYSDOT for the project.

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK        )  
County of Monroe         ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on September 21, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this 22<sup>nd</sup> day of September 2015.

\_\_\_\_\_  
Leslie Ann Morelli, Village Clerk

Seal

**DRAFT**  
VILLAGE OF BROCKPORT  
RESOLUTION

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on September 21, 2015 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Valerie A. Ciciotti, Trustee John D. LaPierre, Trustee Katherine J. Kristansen

ABSENT:

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_/\_ to adopt the following resolution:

RESOLVED, to authorize the Village's grantwriters, J. O'Connell & Associates, to prepare an application for a NYSCA Decentralization Program grant from Livingston Arts in an amount up to \$5,000, 25% project budget minimum to be contributed by Greater Brockport Development Corporation for support of Summer Serenades 2016. No match by the Village.

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK        )  
County of Monroe         ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on September 21, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this 22<sup>nd</sup> day of September 2015.

\_\_\_\_\_  
Leslie Ann Morelli, Village Clerk

Seal

## Leslie Morelli

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**From:** Pat OBrien <pobrien3@rochester.rr.com>  
**Sent:** Wednesday, September 16, 2015 3:45 PM  
**To:** Leslie Morelli; Margaret Blackman; William Andrews; Valerie Ciciotti; Katherine Kristansen; John La Pierre  
**Cc:** Chairperson Museum Board; Dan Hendricks; Erica Linden; 'Jean O'Connell'  
**Subject:** RE: LGRMIF Announcement, 2015-2016 - No Fund

Leslie, please put this on the Village Board Agenda for 9/21/15. The ELK Museum requests use of Shafer Trust to fund restoration of these three maps.

Map # 1 – Large map of the Village of Brockport in 1858 which includes identification of the home owners and locations at that time (\$3,600)

Map # 2- Map of the Village of Brockport in 1861 which contains information from surveys conducted by George Stevens. Parcels of land without existing structures are included. (\$2,200)

Map # 3 – Hand drawn map of the Brockport Cemetery which was rendered using surveys conducted by H.L. Smith in 1860 and George Harmon in 1894. (\$575)

The restorations are proposed to be conducted by Gary Albright. Mr. Albright has provided restoration services to the George Eastman House and comes highly recommended.

Please advise as to the outcome of the discussion. Thank you

The acts of this life are the destiny of the next  
Eastern Proverb

Pat OBrien

**From:** Leslie Morelli [mailto:lmorelli@brockportny.org]  
**Sent:** Wednesday, September 16, 2015 1:11 PM  
**To:** Margaret Blackman <mblackman@brockportny.org>; William Andrews <>wandrews@brockportny.org>; Valerie Ciciotti <vciciotti@brockportny.org>; Katherine Kristansen <kkristansen@brockportny.org>; John La Pierre <jlapierre@brockportny.org>  
**Cc:** ELK - Patricia O'Brien (pobrien3@rochester.rr.com) <pobrien3@rochester.rr.com>; Chairperson Museum Board <MuseumChair@brockportny.org>; Dan Hendricks <dhendricks@brockportny.org>; Erica Linden <elinden@brockportny.org>; Jean O'Connell (joconnell@grantsareus.com) <joconnell@grantsareus.com>  
**Subject:** FW: LGRMIF Announcement, 2015-2016 - No Fund

Village Board

Xc: ELK Museum Board Chair / Treasurer / Deputy Clerk Treasurer / Grants consultant

Please scroll down to email received this morning – we did not get the 2015-2016 LGRMIF grant for restoration of the 3 maps in the Museum.

The following is an excerpt of the 2/2/15 VB meeting minutes regarding the application & the need to revisit the matter if not funded.

I'll put this on 9/21/15 VB agenda in case you wish to authorize use of Shafer Trust monies to restore these maps, or pursue other grant avenues.

LGRMIF – ELK Museum maps restoration – authorize application – Trustee Andrews said the ELK Museum

Board supports the restoration of 3 particular historic maps. Volunteer Sue Savard took them to Gary Albright in Honeoye Falls who specializes in this work. Trustee Andrews said he spoke with Gail Fischer of NYS Records Archives who indicated that the maps restoration would be considered an eligible project for an LGRMIF application and that when under \$10,000 additional estimates are not required. The LGRMIF allows applying for up to \$100,000. The program is funded from various fees imposed and collected by NYS.

→ Trustee Andrews moved, Trustee LaPierre seconded, carried 5/0 to adopt the following resolution:

RESOLVED, to authorize application due on or about 3/3/15 for an LGRMIF Local Government Records Management Improvement Fund grant to conduct a Historical Records project which will include preservation of 3 historic maps in the possession of the Village of Brockport's Emily L. Knapp Museum and Library of Local History in the amount of \$2,200, \$575, and \$3,600 totaling \$6,375.

Trustee Andrews shared that the ELK Museum Board had originally intended for Village Board authorization of \$6,375. They want assurance that if the LGRMIF grant application is unsuccessful; this project will proceed with funding.

→ Trustee Andrews moved, Mayor Blackman seconded, carried 5/0 to approve the request of the ELK Museum Board for \$6,375 for the preservation of 3 historic maps in the possession of the Village of Brockport's Emily L. Knapp Museum and Library of Local History.

→ Trustee Andrews moved, Trustee LaPierre seconded, carried 5/0 to table the motion to approve the request of the ELK Museum Board for \$6,375 for the preservation of 3 historic maps in the possession of the Village of Brockport's Emily L. Knapp Museum and Library of Local History pending the outcome of the LGRMIF grant application results. If the Village does not receive the grant, the matter will be revisited.

Leslie Ann Morelli  
Village Clerk  
Village of Brockport  
49 State Street  
Brockport, NY 14420  
(585) 637-5300 X12  
(585) 637-1045 fax  
[lmorelli@brockportny.org](mailto:lmorelli@brockportny.org) e-mail  
[www.brockportny.org](http://www.brockportny.org) website  
Monday-Friday 8:30am-4:30pm

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**From:** ARCHGRANTS [<mailto:ARCHGRANTS@nysed.gov>]  
**Sent:** Wednesday, September 16, 2015 10:31 AM  
**To:** Leslie Morelli <[lmorelli@brockportny.org](mailto:lmorelli@brockportny.org)>  
**Subject:** LGRMIF Announcement, 2015-2016 - No Fund

Village Of Brockport  
Project Number: 0580-16-5955

Dear Leslie Morelli,

I regret to inform you that the Local Government Records Management Improvement Fund (LGRMIF) grant application submitted to the New York State Archives has not been recommended for funding in the 2015-2016 grant cycle. With approximately \$4 million available in grant funds for demonstration grants, shared services grants, and individual grants, this year's grant review was extremely competitive.

Our grant application review process is governed by State Education Department rules and procedures. Panels of independent experts in records management, archival administration, or information technology and a member of the Local Government Records Advisory Council (LGRAC) evaluated each application in writing. Panels then met in Albany to discuss the merits of the applications, taking into account reviewers' written evaluations. LGRAC considered the panels' funding recommendations and forwarded them to the Commissioner of Education for final review and approval.

The grant review panel did not recommend funding for this application for the following reasons:

1. The application did not provide information to justify its chosen methodology or describe any other methodologies that the applicant considered. For instance, microfilming.
2. The application did not address the five general application requirements pertinent to all LGRMIF applications, as outlined in the Grant Application Guide; Records Focus, Adhering to Archives' Standards and Guidelines, Increased Capacity, Intent and Ability to Maintain, Staffing and Supporting Documentation.
3. The timetable did not include a detailed description of each work step.

If you have any questions regarding this matter, please do not hesitate to contact me at (518) 474-6926 or [archgrants@nysed.gov](mailto:archgrants@nysed.gov).

Denis P. Meadows, Grant Program Manager  
New York State Archives  
Grants Administration Unit  
Room 9A81 CEC  
Albany, NY 12230

Cc: Leslie Morelli

### Confidentiality Notice

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Parks, Recreation  
and Historic Preservation

FYT

ANDREW M. CUOMO  
Governor

ROSE HARVEY  
Commissioner

September 10, 2015

Sir/Madame Village of Brockport  
49 State Street  
Brockport, NY 14420

Re: Park Avenue/State Street Historic District  
49 State Street & Remembrance Park Brockport, NY 14420  
Monroe County

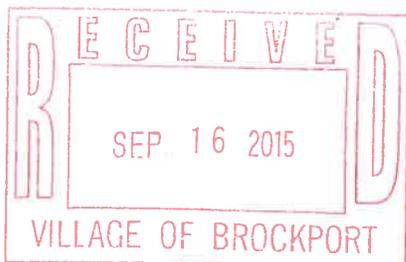
Dear Sir/Madame Village of Brockport:

I am pleased to inform you that the above referenced property was listed August 24, 2015 on the National Register of Historic Places. As you may know, the National Register is the nation's official list of properties worthy of preservation. Listing on the National Register recognizes the importance of these properties to the history of our country and provides them with a measure of protection. ***In addition, owners of income producing properties may qualify for federal and/or state income tax benefits. Homeowners in qualifying census tracts may qualify for state income tax benefits for approved work.*** Properties owned by municipalities and not-for-profit organizations are eligible to apply for state historic preservation matching grants.

If you would like more information about any of these programs, please contact your field representative, in this case, Virginia Bartos, at the ***Division for Historic Preservation*** (518) 268-2161. The Division maintains a continuing interest in all registered properties and will be happy to answer any questions you may have.

Sincerely,

Ruth L. Pierpont  
Deputy Commissioner for Historic  
Preservation



FYE

**Leslie Morelli**

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**From:** Zinni, Christine <czinni@brockport.edu>  
**Sent:** Wednesday, September 16, 2015 5:01 PM  
**To:** Allan Berry; 'Pat O'Brien'; 'Bill Andrews'; Cedeno, Sarah; 'Christine Hunt'; 'Christine Maxfield'; Keating, Neal; 'Linda MacLennan'; 'Linden Erica'; 'Mark Rice'; Leslie Morelli; 'Norman Knapp'; 'Pam Ketchum'; 'Sue Savard '  
**Subject:** Save the date: "Documentary Fieldwork, Film, and Museum Practices"

Dear Friends,

I am happy to announce **Dr. Dan Ward**, curator of the **Erie Canal Museum in Syracuse** and co-producer of **"Boom or Bust,"** the new film on the Erie Canal has agreed to screen the film for us here in Brockport next Thursday, **September 24th at 3:30** in the conference room at the Village Hall.

The title of this event, the first in a series of **Guest Lectures on Museum Practices**, is **"Documentary Fieldwork, Film, and Museum Practices."**

It is sponsored in part by the Anthropology Department and The College at Brockport.

The event is free and open to board members and the public

Related to this series, two other guest lecturers, **Jeremy Linden** (speaking on Conservation practices) and **Laura Dumuhosky** (speaking on Interpretative Practices at the Genesee Country Village and Museum) will be giving talks on October 13th and 15th.

More info to follow.

Best Wishes,  
Christine

Christine F. Zinni, Ph.D.  
State University of New York at Brockport

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FOT

# A Night at the Museum



The Emily L Knapp Museum & Library of Local History  
hosts an end of season event

“The Era of the ‘Ultra’: Early Twentieth-Century Women’s Footwear in the Knapp  
Museum Collection” by Dr. Alicia Kerfoot

Please join us on  
Friday, October, 9<sup>th</sup>, 2015  
at 7 pm in the Village Hall Conference Room

Dr. Kerfoot will be speaking on the Emily L. Knapp Museum’s  
collection of footwear in the context of Brockport history.  
Refreshments to follow in the Knapp Museum.

Feel free to invite a friend,  
but please RSVP to Sarah Cedeño  
at [scedeno@brockport.edu](mailto:scedeno@brockport.edu) or (585) 739-5977  
by Friday, September 20th  
so we know how many people to expect.

Emily L Knapp Museum & Library of Local History  
49 State St.  
Brockport, NY 14420