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, November 16, 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:** none
- **CERTIFICATES & PROCLAMATIONS:** none
- **GUESTS:**
  - Any Peddling & Soliciting Permit applications re 12/6/15 holiday parade

- **PUBLIC HEARINGS: (continued from 10/19/15)**
  - To approve amended cable television franchise agreement
  - Proposed Local Law of 2015 – to amend the penalty provisions of Chapters 4, 18, 21, 35, 36, 55, 58 of the Brockport Village Code

- **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 – 11/2/15 & 11/9/15
  - Approval of bills to be paid
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    -
- **DEPARTMENT REPORTS:** (VB meeting the 3rd Monday of each month)
  - Treasurer – Treasurer Daniel P. Hendricks
    - Financial reports for period ending 10/31/15
    - Budget Amendments & Transfers
    - AUD for FYE 5/31/15 filed 11/2/15
  - Building / Zoning / Code Enforcement – BI/CEO David J. Miller, Jr.
    -
  - Police – Police Chief Daniel P. Varrenti (excused)
    - 3rd Quarter Report
  - Public Works – Superintendent Harry G. Donahue
    - NYCOM Public Works training school – report
    - Update on proposed shared purchase of track excavator
  - Village Attorney – Daniel J. Mastrella, Esq.
    -

- **PERSONNEL ITEMS:**
  - Adopt 6/1/16-5/31/17 holiday schedule

- **OLD or NEW BUSINESS:**
  - Authorize Idlewood Dr. water main relining engineering services proposal of Chatfield Engineers
  - Consider 5-year extension to Brockport Fire District snow plow agreement
  - Proposed Village Code Chapter re Parks – call for public hearing to adopt via Local Law process
  - Grants:
    - awarded $1,000 – Rochester Area Community Foundation – E.L.K. Museum photos restoration
    - awarded $2,704 – Genesee Valley Community Arts – G.B.D.C. Summer Serenades program
    - awarded $2,000 – Genesee Valley Community Arts - Welcome to Brockport railroad bridge mural
  - Settlement Agreement reached – Maria C. Castaneda v. Police Chief Varrenti & Police Lt. Cuzzupoli…

- **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
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- **EXECUTIVE SESSION (if needed)**
- **ADJOURNMENT**

- **Upcoming:**

  Village Board work session: 7pm Monday, 11/23
  Village Hall closed: 12:30pm Wednesday, 11/25, Thursday, 11/26 & Friday, 11/27 for holiday
  Village Board meeting: 7pm Monday, 12/7
  Village Board meeting: 7pm Monday, 12/21 (with Attorney & Treasurer & Department Heads)
  Village Board work session: NONE in December

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

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

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

VILLAGE OF BROCKPORT
Notice of Public Hearing

Please take notice that the Board of Trustees of the Village of Brockport will hold a **public hearing beginning at 7:00 pm on Monday, October 19, 2015**, in the Village Hall conference room 49 State Street, Brockport, NY 14420 regarding renewal of the amended cable television franchise agreement by and between the Village of Brockport and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Village Clerk's office and on the Village website. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: 9/21/15

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

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FRANCHISE AGREEMENT

TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Brockport, New York

AND

Time Warner Cable Northeast LLC
d b/a Time Warner Cable

Time Warner Cable - Draft
July 24, 2015

FRANCHISE AGREEMENT

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THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of _____ between the Village of Brockport (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated _____ and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Village of Brockport/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385.106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104. 110 Stat. 56 (1996), as may be further amended.

2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.

2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.

2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.

2.5 "Effective Date" has the meaning given to it in Section 3.4 of this Agreement.

2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.

2.7 "Franchise Area" means the territorial area of the Village of Brockport. Such area shall include all areas annexed by the Village of Brockport. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.

2.8 "Grantee" means Time Warner Cable Northeast LLC or any successor thereto.

~~2.9 "Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.~~

2.9 "Gross Revenues" means all revenue, without deduction, received by Grantee directly or indirectly from the provision of cable television service in the Village of Brockport. Gross Revenues includes all eligible subscriber and non-subscriber revenue as

determined in accordance with GAAP. This includes, but it not limited to, all revenue from basic, standard, digital and premium tiers of cable service; installation, disconnection and/or reconnection charges; late or delinquent fee charges to the extent revenue; video on demand and pay-per-view service; on-screen program guides; additional outlets; franchise fees; equipment charges; as well as, all non-subscriber revenue including, but not limited to, revenue from advertising, home shopping, and leased access. Gross Revenues shall be adjusted for bad debt written off by the Grantee in the normal course of business provided that bad debt recoveries shall be included in Gross Revenues during the period collected.".

2.10 "NYPSC" means the New York Public Service Commission or any successor agency.

2.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit

2.12 "Public Property" means any real property owned by any governmental unit.

2.13 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.

2.14 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.

B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Provision of Cable Service.

A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.

B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date") and shall expire ~~15~~ten (10) years from the date of the renewal order by the NYPSC (the "Franchise Term") unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Village of Brockport
Attn: Mayor
49 State Street
Brockport, NY 14420

with a copy to: Grantor _____
Attn:

If to Grantee: Time Warner Cable
Attn: Government Relations
2604 Seneca Avenue
Niagara Falls, NY 14305

With a copy to: Time Warner Cable
Attn: Law Department/Regulatory
60 Columbus Circle
New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.

B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.

C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.

(ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

3.9 Continuing Administration. The Mayor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.

5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.

B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.

C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.

D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.

E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of (78) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.

B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.

B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the

books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.

8.2 Customer Service.

A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.

B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

SECTION 9. FRANCHISE FEES.

A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5 %) of Grantee's Gross Revenues.

B. Payments due the Grantor under this provision shall be computed ~~at the end of each calendar year.~~quarterly. Payments shall be due and payable for each ~~year~~quarter not later than ~~February 15 of the~~ 45 days following ~~year.~~the end of the quarter. Each payment

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shall be accompanied by a brief report of ~~Grantee's~~Grantee's Gross Revenues for the preceding ~~year~~quarter.

C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.

~~D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.~~

D. In the event of an underpayment of franchise fees, Time Warner Cable will remit the underpaid amount within 60 days of notification. Time Warner Cable will pay interest on the underpaid amount at an annual rate equal to prime plus 1%, from the date the underpayment occurred through the date payment of the underpaid amount is issued.

E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.

F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations. Any discounts applied to bundled rates shall be applied in accordance with GAAP.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant

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to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.

B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:

(1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
(2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
(3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars ($1,000,000.00) for bodily injury or death to any one (1) person;
2. Three Million Dollars ($3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
3. One Million Dollars ($1,000,000.00) for all other types of liability.
4. Five Million Dollars ($5,000,000.00) excess liability or umbrella coverage.

B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.

C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.

B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.

E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.

F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone

or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.

B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section. Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.

B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in

conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.

14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.

14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

14.9 Courtesy Service. Grantee shall provide, without charge, one outlet of standard cable service to all municipally owned buildings, libraries, and police departments within the service area of this franchise that are listed on Exhibit A.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of _____.

GRANTOR OF THE VILLAGE OF BROCKPORT	TIME WARNER CABLE NORTHEAST LLC
By:_____	By:_____
Title:_____	Title:_____

Approved as to form:

_____

EXHIBIT A

Sweden Town Hall 18 State Street Brockport, NY 14420	Cornerstone Christian Academy 60 Holley Street Brockport, NY 14420
Brockport Hose Capen Fire 237 Main Street Brockport, NY 14420	Brockport High School 1 Allen Street Brockport, NY 14420
Brockport Volunteer Ambulance 38 Market Street Brockport, NY 14220	Barclay School 2 Allen Street Brockport, NY 14220
Brockport Fire District 38 Market Street Brockport, NY 14220	Brockport Middle School 3 Allen Street Brockport, NY 14220
Brockport Police 1 Clinton Street Brockport, NY 14220	Ginther School 4 Allen Street Brockport, NY 14220
Brockport Village Highway Dept. 49 State Street Brockport, NY 14220	Brockport Intermediate School 40 Allen Street Brockport, NY 14220
Brockport Fire District 191 West Avenue Brockport, NY 14220	Nativity School 1 Holley Street Brockport, NY 14220
Brockport Fire Dept. 248 West Avenue Brockport, NY 14220	Sweden Senior Center 133 State Street Brockport, NY 14220
Brockport Village DPW 38 East Avenue Brockport, NY 14220	Village of Brockport Visitor Center 11 Water Street Brockport, NY 14220

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FRANCHISE AGREEMENT

TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Brockport, New York

AND

Time Warner Cable Northeast LLC
d/b/a Time Warner Cable

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of _____ between the Village of Brockport (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated _____ and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Village of Brockport/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385,106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.

2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.

2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.

2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.

2.5 "Effective Date" has the meaning given to it in Section 3.4 of this Agreement.

2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.

2.7 "Franchise Area" means the territorial area of the Village of Brockport. Such area shall include all areas annexed by the Village of Brockport. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.

2.8 "Grantee" means Time Warner Cable Northeast LLC or any successor thereto.

2.9 "Gross Revenues" means all revenue, without deduction, received by Grantee directly or indirectly from the provision of cable television service in the Village of Brockport. Gross Revenues includes all eligible subscriber and non-subscriber revenue as determined in accordance with GAAP. This includes, but **is** not limited to, all revenue from basic, standard, digital and premium tiers of cable service; installation, disconnection and/or reconnection charges; late or delinquent fee charges to the extent revenue; video on demand and pay-per-view service; on-screen program guides; additional outlets; franchise fees; equipment charges; as well as, all non-subscriber revenue including, but not limited to, revenue from advertising, home shopping, and leased access. Gross Revenues shall be adjusted for bad debt written off by the Grantee

in the normal course of business provided that bad debt recoveries shall be included in Gross Revenues during the period collected.".

2.10 "NYPSC" means the New York Public Service Commission or any successor agency.

2.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit

2.12 "Public Property" means any real property owned by any governmental unit.

2.13 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.

2.14 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.

B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Provision of Cable Service.

A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.

B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date") and shall expire ten (10) years from the date of the renewal order by the NYPSC (the "Franchise Term") unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Village of Brockport
Attn: Mayor
49 State Street
Brockport, NY 14420

with a copy to: Grantor _____
Attn:

If to Grantee: Time Warner Cable
Attn: Government Relations
2604 Seneca Avenue
Niagara Falls, NY 14305

With a copy to: Time Warner Cable
Attn: Law Department/Regulatory
60 Columbus Circle
New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.

B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.

C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.

(ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

> "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a

result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

3.9 Continuing Administration. The Mayor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.

5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.

B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.

C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.

D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.

E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of (78) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.

B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.

B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written

notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.

8.2 Customer Service.

A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.

B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

SECTION 9. FRANCHISE FEES.

A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5 %) of Grantee's Gross Revenues.

B. Payments due the Grantor under this provision shall be computed quarterly. Payments shall be due and payable for each quarter not later than 45 days following the end of the quarter. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding quarter.

C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.

D. In the event of an underpayment of franchise fees, Time Warner Cable will remit the underpaid amount within 60 days of notification. Time Warner Cable will pay interest on the underpaid amount at an annual rate equal to prime plus 1%, from the date the underpayment occurred through the date payment of the underpaid amount is issued.

E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.

F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations. Any discounts applied to bundled rates shall be applied in accordance with GAAP.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.

B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:

(1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
(2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
(3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars ($1,000,000.00) for bodily injury or death to any one (1) person;
2. Three Million Dollars ($3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
3. One Million Dollars ($1,000,000.00) for all other types of liability.
4. Five Million Dollars ($5,000,000.00) excess liability or umbrella coverage.

B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.

C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.

B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation.

Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.

E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.

F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. <u>Removal After Revocation or Termination.</u>

A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.

B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.

B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.

14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.

14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

14.9 Courtesy Service. Grantee shall provide, without charge, one outlet of standard cable service to all municipally owned buildings, libraries, and police departments within the service area of this franchise that are listed on Exhibit A.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of _____.

GRANTOR OF THE VILLAGE OF BROCKPORT

By:_____

Title:_____

TIME WARNER CABLE NORTHEAST LLC

By:_____

Title:_____

Approved as to form:

_____

EXHIBIT A

Sweden Town Hall
18 State Street
Brockport, NY 14420

Brockport Hose Capen Fire
237 Main Street
Brockport, NY 14420

Brockport Volunteer Ambulance
38 Market Street
Brockport, NY 14220

Brockport Fire District
38 Market Street
Brockport, NY 14220

Brockport Police
1 Clinton Street
Brockport, NY 14220

Brockport Village Highway Dept.
49 State Street
Brockport, NY 14220

Brockport Fire District
191 West Avenue
Brockport, NY 14220

Brockport Fire Dept.
248 West Avenue
Brockport, NY 14220

Brockport Village DPW
38 East Avenue
Brockport, NY 14220

Cornerstone Christian Academy
60 Holley Street
Brockport, NY 14420

Brockport High School
1 Allen Street
Brockport, NY 14420

Barclay School
2 Allen Street
Brockport, NY 14220

Brockport Middle School
3 Allen Street
Brockport, NY 14220

Ginther School
4 Allen Street
Brockport, NY 14220

Brockport Intermediate School
40 Allen Street
Brockport, NY 14220

Nativity School
1 Holley Street
Brockport, NY 14220

Sweden Senior Center
133 State Street
Brockport, NY 14220

Village of Brockport Visitor Center
11 Water Street
Brockport, NY 14220

SUGGESTED REVISION PER DAN H FTWC 11/13/15

EXHIBIT A

Sweden Town Hall
18 State Street
Brockport, NY 14420

Brockport Hose Capen Fire
237 Main Street
Brockport, NY 14420

Brockport Volunteer Ambulance
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Brockport, NY 14420

Barclay School
2 Allen Street
Brockport, NY 14220

Brockport Middle School
3 Allen Street
Brockport, NY 14220

Ginther School
4 Allen Street
Brockport, NY 14220

Brockport Intermediate School
40 Allen Street
Brockport, NY 14220

Seymour Library
161 East Ave
Brockport, NY 14220

Sweden Senior Center
133 State Street
Brockport, NY 14220

Brockport Village Welcome Center
11 Water Street
Brockport, NY 14220

VILLAGE OF BROCKPORT

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

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

VILLAGE OF BROCKPORT
Notice of Public Hearing

Please take notice that the Board of Trustees of the Village of Brockport will hold a **public hearing beginning at 7:00 pm on Monday, October 19, 2015**, in the Village Hall conference room 49 State Street, Brockport, NY 14420 regarding proposed Local Law of 2015 to amend the Village Code as follows:

A Local Law amending the penalty provisions of Chapters 4, 18, 21, 35, 36, 55, and 58 of the Brockport Village Code.

Brockport Village Code Sections 4-2 and 4-5 (Alcoholic Beverages); 18-3 (Firearms, Fireworks, and Explosives); 35-5, 35-10, 15-18, 35-24 (Peace and Good Order); 55-5 (Noise) shall be amended to read as follows:

"Any person, Corporation or other entity who violates the provisions of this chapter shall be guilty of a violation and shall be subject to imprisonment not to exceed fifteen days or a fine not to exceed $250 or both such fine and imprisonment."

Brockport Village Code Sections 21-21(G) (Garbage); 36-27(F) (Minimum Housing and Building Code); 58-30(A) and 58-35.13 (Zoning and Property Maintenance) shall be amended to read as follows:

"Any person, Corporation or other entity who violates the provisions of this chapter shall be guilty of a violation and shall be subject to imprisonment not to exceed fifteen days or a fine not to exceed $250 or both such fine and imprisonment. Each day of continued violation shall constitute a separate offense."

All interested parties will be given the opportunity to be heard.

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: 9/21/15

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. La Pierre, Katherine J. Kristansen

Village of Brockport

Statement of Actual & Estimated Revenues - General Fund

Statement of Actual & Estimated Revenue

Village of Brockport
For Period Ending 10/31/2015
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	1,621.91	7,047.61	4,952.39	58.73
A1120.0000					
County Sales Tax	1,550,000.00		135,526.80	1,414,473.20	8.74
A1130.0000					
Utility Gross Receipts Tax	75,000.00	245.28	31,495.12	43,504.88	41.99
A1170.0000					
Franchise Tax	75,000.00			75,000.00	
A1230.0000					
Clerk/Treasurer Fees	1,250.00	160.00	1,100.75	149.25	88.06
A1520.0000					
Police Fees	500.00	60.00	165.00	335.00	33.00
A1560.0000					
Safety Inspections	15,000.00	4,187.00	17,252.75	2,252.75-	115.02
A1710.0000					
Public Works Services	3,000.00		2,292.58	707.42	76.42
A1789.0000					
Docking Fees	3,000.00	240.81	4,296.56	1,296.56-	143.22
A2089.0000					
Farmers Market Fees	2,500.00	270.00	3,200.00	700.00-	128.00
A2110.0000					
Zoning Fees	1,500.00		725.00	775.00	48.33
A2115.0000					
Planning Fees	600.00		328.00	272.00	54.67
A2389.3000					
Monroe County - DWI	13,064.00		4,507.81	8,556.19	34.51
A2389.8000					
Monroe Ctny-CD Block Grants			35,065.10	35,065.10-	
A2389.8001					
Monroe Cty CDBG-Perry Street	7,800.00		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	97.49	431.87	3,568.13	10.80
A2401.1000					
Int Earned-Spec Reserves		7.74	7.74	7.74-	
A2401.3000					
Interest & Earnings- Asset Forfeiture		0.79	2.34	2.34-	
A2545.0000					
Bus / Occupation License	40,000.00	4,190.00	48,402.50	8,402.50-	121.01
A2590.0000					
Permits	5,000.00	750.00-	1,100.00	3,900.00	22.00
A2610.0000					
Fines & Forfeitures	100,000.00	10,226.00	27,239.00	72,761.00	27.24
A2650.0000					
Scrap Sales	1,000.00		761.00	239.00	76.10
A2655.0000					
Minor Sales	3,500.00			3,500.00	
A2655.0001					
Minor Sales - Museum (Adopt A Picture)		150.00	955.00	955.00-	
A2680.0000					
Insurance Recoveries	6,500.00	294.80	294.80	6,205.20	4.54
A2690.0000					
Other Comp - Reimbursement	2,500.00			2,500.00	
A2701.0000					
Refund of P/Y Exp	20,500.00		1,692.49	18,807.51	8.26

Statement of Actual & Estimated Revenue

Village of Brockport
For Period Ending 10/31/2015
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A2770.0000					
Other Unclassified	500.00		56.29	443.71	11.26
A3001.0000					
State Aid - AIM	110,000.00			110,000.00	
A3005.0000					
State Aid-Mortgage Tax	25,000.00		12,630.34	12,369.66	50.52
A3089.4000					
State Aid-Other			126,494.30	126,494.30-	
A3089.7000					
State Aid - Other	10,975.00			10,975.00	
A3089.7001					
State Aid, CHIPS	84,291.00			84,291.00	
A3089.7004					
State Aid, Impact Tools Grant for PD	31,200.00			31,200.00	
A4089.4002					
New York Main St. Grant			17,487.00	17,487.00-	
A4089.4003					
Active Transportation Grant		3,391.85	19,785.55	19,785.55-	
Report Totals	**5,142,387.00**	**24,393.67**	**545,539.77**	**4,596,847.23**	**10.61**

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - General Fund

Date: 11/13/2015

Time: 1:22:23PM

Statement of Expenditures, Encumbrances & Appropriations

User: DAN

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT 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		4,592.00			9,185.00	33.33
A1010.4000 Trustees-Contractual Expenses	35,000.00		17,114.24			17,885.76	48.90
A1010.4030 Trustees-Conference Exp	2,000.00		34.50			1,965.50	1.73
A1010.4031 Publications	1,500.00		699.41			800.59	46.63
A1010.4090 Trustees-Miscellaneous	250.00					250.00	
A1110.1000 Court - Personnel Services	66,049.00		24,134.24			41,914.76	36.54
A1110.2000 Court - Equipment	500.00		133.23			366.77	26.65
A1110.4000 Court - Contractual Services	2,200.00		2,177.75			22.25	98.99
A1110.4010 Court - Bldg. Renovations	1,200.00		1,162.19			37.81	96.85
A1110.4060 Court - Postage	500.00		291.05			208.95	58.21
A1210.1000 Mayor-Personal Services	9,867.00		3,289.00			6,578.00	33.33
A1210.4000 Mayor-Contractual Expenses	100.00					100.00	
A1210.4010 Mayor-Telephone	1,500.00		661.04			838.96	44.07
A1210.4050 Mayor-Conference Exp	1,500.00		285.00			1,215.00	19.00
A1210.4090 Mayor-Miscellaneous	50.00					50.00	
A1320.4000 Auditor-Contractual Expenses	13,500.00		3,630.00			9,870.00	26.89
A1325.1000 Clrk/Treas-Personal Services	142,128.00		54,278.59			87,849.41	38.19
A1325.4000 Clrk/Treas-Total Contractual Expense	2,000.00		150.00			1,850.00	7.50
A1325.4010 Clrk/Treas-Telephone	8,000.00		1,990.60			6,009.40	24.88
A1325.4020 Clrk/Treas-Office Supplies	4,500.00		1,577.04		953.36	1,969.60	56.23
A1325.4025 Supplies (Grant foe Records Mgt)	1,650.00		1,643.84			6.16	99.63
A1325.4030							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Clrk/Treas-Computer Supplies A1325.4050	9,500.00		7,823.61		500.00	1,176.39	87.62
Clrk/Treas-Membership Fees A1325.4060	700.00		165.00			535.00	23.57
Clrk/Treas-Postage A1325.4070	5,000.00		4,206.33		340.36	453.31	90.93
Clrk/Treas-Copier Expenses A1325.4080	5,000.00		1,244.35			3,755.65	24.89
Clrk/Treas-Payroll Expense A1325.4090	4,250.00		1,709.44			2,540.56	40.22
Clrk/Treas-Miscellaneous A1325.4100	5,000.00		1,267.00		500.00	3,233.00	35.34
Clrk/Treas - Publications A1325.4110	4,500.00		1,718.69		26.30	2,755.01	38.78
Clrk/Treas-Training A1325.4120	2,500.00		2,273.27			226.73	90.93
Clrk/Treas-Tax Bill Processing A1420.4000	2,000.00		1,354.26			645.74	67.71
Law-Total Contractual Expenses A1440.4000	50,000.00		10,568.75			39,431.25	21.14
Engineer-Total Contractual Expense A1450.4010	5,000.00		3,650.50			1,349.50	73.01
Elections-Inspector Salaries A1450.4020	1,000.00					1,000.00	
Elections-Legal Notice Publication A1450.4030	210.00					210.00	
Elections-Supplies A1490.1000	300.00					300.00	
Pub Wrks Admin-Total Personal Ser A1490.4020	130,139.00		41,219.94			88,919.06	31.67
Pub Wrks Admin-Conference Exp A1490.4030	300.00		255.00			45.00	85.00
Office Supplies/Postage A1490.4040	900.00		265.32			634.68	29.48
Permits, Licenses, Fees A1490.4090	300.00		194.00			106.00	64.67
Pub Wrks Admin-Miscellaneous A1620.4020	500.00					500.00	
Natural Gas-DPW A1620.4021	6,000.00		164.39			5,835.61	2.74
Bldgs-Gas 1 Clinton Street A1620.4022	1,500.00		123.91			1,376.09	8.26
Bldgs-Gas 49 State Street	2,000.00		180.68			1,819.32	9.03

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1620.4030 Electric-DPW	6,300.00		1,427.52			4,872.48	22.66
A1620.4031 Bldgs-Electric-1 Clinton Street	10,000.00		3,280.02			6,719.98	32.80
A1620.4032 Bldgs-Electric-49 State Street	6,000.00		1,407.97			4,592.03	23.47
A1620.4034 Elec- Main St Sign	420.00		64.01			355.99	15.24
A1620.4040 Bldgs-Oil-49 State Street	50.00		25.95			24.05	51.90
A1620.4050 Bldgs-Janitorial Supplies	800.00		798.55			1.45	99.82
A1620.4051 Bldgs-Janitor Supplies- Clinton St	4,050.00		2,104.05			1,945.95	51.95
A1620.4052 Bldgs-Janitor Supplies-State Street	4,500.00		1,697.04			2,802.96	37.71
A1620.4060 Bldgs-Repair Items	30,000.00		29,802.55			197.45	99.34
A1620.4070 Telephone - DPW	1,800.00		447.53			1,352.47	24.86
A1620.4090 Bldgs-Miscellaneous	3,710.00		2,884.29		88.20	737.51	80.12
A1640.4000 Central Garage- Contractual Expens	1,750.00		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		398.61			601.39	39.86
A1640.4050 Welding Supplies	500.00		392.50			107.50	78.50
A1640.4060 Fuel Additives/Oil	2,875.00		666.40			2,208.60	23.18
A1640.4061 Oil Expeditures (Not Fuel Oil)	500.00		297.33			202.67	59.47
A1640.4070 Shop Supplies	2,500.00		344.00			2,156.00	13.76
A1640.4080 Hydraulic Supplies	500.00					500.00	
A1640.4090 Miscellaneous	4,925.00		1,403.07			3,521.93	28.49
A1670.4000							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Central Mailing A1680.2000	1,500.00		1,647.46-			3,147.46	109.83-
IT Hardware Software A1680.4000	2,500.00					2,500.00	
IT Hardware Software A1910.4000	12,500.00		9,773.80			2,726.20	78.19
Unallocated Insurance A1920.4000	46,200.00		46,189.97			10.03	99.98
Municipal-Membership Dues A1950.4000	5,100.00		900.00			4,200.00	17.65
Taxes on Village Property A1990.4000	1,300.00					1,300.00	
Contingency-Allocation Only A3120.1000	82,465.00					82,465.00	
Police-Total Personal Services A3120.1040	1,139,784.00		425,739.93			714,044.07	37.35
Police-Crossing Guards A3120.1055	13,137.00					13,137.00	
Police-Secretaries P/T A3120.1060	55,329.00		23,824.00			31,505.00	43.06
Overtime A3120.2010	55,000.00		34,308.98			20,691.02	62.38
Police-Vehicles A3120.2020	47,000.00		24,641.88			22,358.12	52.43
Police-Firearms A3120.2040	15,860.00		6,910.86			8,949.14	43.57
Police-Office Furniture/Equip A3120.2051	8,800.00		7,227.95			1,572.05	82.14
Police-Computer Software A3120.4000	11,150.00		10,261.13		852.97	35.90	99.68
Police-Total Contractual A3120.4001	1,805.00					1,805.00	
Police - Insurance Law Enforcement A3120.4010	17,200.00		17,200.00				100.00
Police-Telephone A3120.4020	5,200.00		4,417.33			782.67	84.95
Police-Office Supplies/Postage A3120.4030	3,500.00		823.97		691.24	1,984.79	43.29
Police-Fleet Maintenance A3120.4031	3,300.00		1,548.22		434.86	1,316.92	60.09
Police-Fleet Repairs A3120.4032	1,500.00		205.47			1,294.53	13.70
Police-Fleet Supplies & Equip	7,500.00		6,995.48		482.50	22.02	99.71

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4040 Police-Fuel	15,000.00		4,115.92			10,884.08	27.44
A3120.4060 Police-Maintenance Contracts	3,125.00		3,105.07			19.93	99.36
A3120.4065 Office Equip Lease/Rental	7,400.00		2,181.44			5,218.56	29.48
A3120.4080 Police-Quarter Master Unit	6,000.00		1,434.54		1,621.26	2,944.20	50.93
A3120.4090 Police-Miscellaneous	2,000.00		69.20			1,930.80	3.46
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		367.92			932.08	28.30
A3120.4140 Police-Medical/Psychological	850.00					850.00	
A3120.4150 Police-Special Enforcement	4,200.00		141.86		1,395.00	2,663.14	36.59
A3120.4155 Police- STOP DWI	13,064.00		1,548.59			11,515.41	11.85
A3120.4160 Police-Bike Patrol	2,400.00					2,400.00	
A3120.4165 Police - Traffic Safety Grant	4,225.00		250.98			3,974.02	5.94
A3120.4170 Police-Explorer Post	1,000.00					1,000.00	
A3120.4175 Police - Monroe County "Crackdown"	7,800.00		407.78			7,392.22	5.23
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	
A3120.4230 Police-NYS Accreditation	50.00					50.00	
A3120.4240							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Police-Less Lethal Training Equip A3310.4010	2,500.00					2,500.00	
Traffic Control-Signal A3310.4020	600.00		305.91			294.09	50.99
Traffic Control-Paint A3310.4030	1,500.00					1,500.00	
Traffic Control-Signs A3310.4040	2,500.00		309.48			2,190.52	12.38
Traffic Contrro-Channels & Posts A3310.4090	1,300.00					1,300.00	
Traffic Control-Miscellaneous A3620.1000	400.00					400.00	
Safety Insp-Total Personal Services A3620.2000	108,036.00		44,829.09			63,206.91	41.49
Safety Insp-Equipment A3620.4000	3,000.00					3,000.00	
Safety Insp-Total Contractual Expens A3620.4010	100.00					100.00	
Cellular/Telephone A3620.4020	1,500.00		664.59			835.41	44.31
Training A3620.4030	3,500.00		1,656.23			1,843.77	47.32
Safety Insp-Computer Supplies A3620.4040	500.00					500.00	
Fuel A3620.4050	1,800.00		163.01			1,636.99	9.06
Association Dues A3620.4080	350.00		48.00			302.00	13.71
Safety Insp-Uniforms A3620.4090	1,800.00		70.00		965.70	764.30	57.54
Miscellaneous A3620.4200	2,000.00		526.50		430.00	1,043.50	47.83
Postage A3620.4210	1,200.00		1,179.19			20.81	98.27
Vehicle Maintenance A5110.1000	450.00					450.00	
Str Maint-Total Personal Services A5110.1001	450,282.00		216,124.44			234,157.56	48.00
Streets O/T A5110.1060	19,570.00					19,570.00	
Str Maint-Overtime A5110.2080	35,535.00		9,132.55			26,402.45	25.70
Str Maint-Other Equip-Over $10,000	90,250.00		63,306.55			26,943.45	70.15

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5110.4000							
Str Maint-Total Contractual Expense	100.00					100.00	
A5110.4010							
Str Maint-Telephone	1,500.00		775.91			724.09	51.73
A5110.4041							
Str Maint-Diesel Fuel	25,000.00		198.19-			25,198.19	0.79-
A5110.4042							
Str Maint-Regular Fuel	19,000.00		9,613.50		12,193.60	2,807.10-	114.77
A5110.4050							
Str Maint-Tools	2,300.00		2,250.83			49.17	97.86
A5110.4060							
Str Maint-Stone	5,000.00		4,299.14			700.86	85.98
A5110.4070							
Str Maint-Asphalt	80,000.00		29,908.44			50,091.56	37.39
A5110.4080							
Str Maint-Uniforms	3,500.00		1,432.75		1,802.68	264.57	92.44
A5110.4085							
Str Maint-Shoes/Boots	1,500.00		922.00			578.00	61.47
A5110.4090							
Str Maint-Miscellaneous	4,800.00		1,872.42		1,097.96	1,829.62	61.88
A5110.4100							
Str Maint-Equipment Parts	5,800.00		2,676.73		271.10	2,852.17	50.82
A5110.4110							
Str Maint-Truck Parts	14,000.00		3,076.80			10,923.20	21.98
A5110.4130							
Str Maint-Physicals/Drug Testing	800.00		368.98			431.02	46.12
A5110.4140							
Str Maint-Buildings	1,200.00		62.12			1,137.88	5.18
A5110.4150							
Str Maint-Concrete	2,610.00		2,609.30			0.70	99.97
A5110.4160							
Str Maint-Fill Material	100.00					100.00	
A5110.4165							
Str Maint-Top Soil	1,000.00		510.00			490.00	51.00
A5110.4170							
Str Maint-Shop Supplies	500.00					500.00	
A5110.4180							
Str Maint-Training/Travel	200.00					200.00	
A5110.4190							
Str Maint-Grass Seed	500.00		339.92			160.08	67.98
A5110.4200							
Str Maint-Publications	150.00		69.54			80.46	46.36
A5110.4210							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Str Maint-Manholes & Covers A5110.4220	1,000.00					1,000.00	
Str Maint-Office Supplies A5110.4230	100.00					100.00	
Str Maint-Equip Rental A5112.2000	100.00					100.00	
CHIPS Work A5142.2000	128,291.00		122,632.02		5,256.00	402.98	99.69
Snow Plowing-Equipment-Plows A5142.4010	7,000.00					7,000.00	
Snow Plowing-Salt A5142.4015	34,000.00		1,008.00			32,992.00	2.96
Snow Plowing-Deicer A5142.4030	6,000.00					6,000.00	
Snow Plowing-Plow Parts A5142.4090	3,000.00		1,248.00		853.81	898.19	70.06
Snow Plowing-Contractual Expenses A5182.4010	200.00					200.00	
Street Lighting-Electricity A5182.4030	92,000.00		32,991.07			59,008.93	35.86
Street Lighting-Repairs A5182.4040	1,000.00					1,000.00	
Street Lighting-Parts A5182.4090	1,500.00					1,500.00	
Street Lighting-Contractual Expenses A5410.4010	100.00					100.00	
Sidewalks-Concrete A5410.4020	10,000.00					10,000.00	
Sidewalks-Stone A5410.4090	400.00		270.78			129.22	67.70
Sidewalks-Contractual Expenses-Mis A5650.4020	500.00		594.65			94.65-	118.93
Paint A5650.4030	200.00					200.00	
Signs A5650.4040	200.00					200.00	
Posts A6410.4000	200.00					200.00	
Economic Development A6410.4200	2,500.00		31.61			2,468.39	1.26
Welcome Center A6520.4000	4,400.00		4,306.97			93.03	97.89
Farmer's Mkt Manager	2,500.00		2,420.90			79.10	96.84

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A7140.2000							
Parks/Playgrounds-Total Equipment	13,200.00		822.00		12,293.40	84.60	99.36
A7140.2010							
Park/Playgrounds-Playground Equip	1,000.00					1,000.00	
A7140.2020							
Parks/Playgrounds-Park Equipment	2,500.00		895.40		1,521.00	83.60	96.66
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		2,058.91			1,941.09	51.47
A7140.4030							
Parks/Playgrounds-Gardening	400.00		199.98			200.02	50.00
A7140.4090							
Parks/Playgrounds-Miscellaneous	500.00		155.29			344.71	31.06
A7415.4000							
Seymour Library	192,228.00		192,001.21			226.79	99.88
A7450.4000							
Museum-Contractual Expenses	2,500.00		698.42		1,197.06	604.52	75.82
A7450.4010							
Museum - Adopt A Picture Expenses	1,485.00		1,485.00				100.00
A7470.4000							
New York State Main St. Grant - Bl	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	12,534.00		12,120.70			413.30	96.70
A7550.4040							
Celebrations-Special Events	1,400.00		310.00			1,090.00	22.14
A7550.4050							
Celebratioons-Electric	600.00		71.54			528.46	11.92
A7550.4080							
Sagawa Park Grant for Mural	3,000.00		3,000.00				100.00
A7550.4090							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Celebrations-Miscellaneous A7551.4000	1,725.00		1,717.32			7.68	99.55
Grant Exp. - Bring Rowing To Brockp A8010.4010	25.00		25.00				100.00
Zoning- Member Stipends A8010.4020	625.00		225.00			400.00	36.00
Zoning-Conference Expense A8010.4090	155.00					155.00	
Zoning-Miscellaneous A8010.4300	60.00					60.00	
Zoning-Publications A8020.1000	110.00		45.50			64.50	41.36
Planning Board-Personal Services A8020.4000	6,706.00		1,593.64			5,112.36	23.76
Planning Board-Total Contractual Ex A8020.4300	500.00					500.00	
Planning Board-Publications A8140.400M	200.00		24.57			175.43	12.29
Storm Sewer - Monroe Ave. CDB A8140.4010	8,000.00		21,455.47			13,455.47-	268.19
Storm Sewer-Supply Parts A8140.4020	6,000.00		6,704.14			704.14-	111.74
Strom Sewer-Maintenance Supplies A8140.4090	920.00		64.00			856.00	6.96
Storm Sewers-Miscellaneous A8160.4010	4,280.00		4,279.10			0.90	99.98
Refuse Collection-Monthly Trash Ren A8160.4030	3,950.00		1,720.10			2,229.90	43.55
Refuse Collection-Brush Pick-up A8160.4040	600.00		128.00			472.00	21.33
Refuse Collection-Special Pick-up (A8160.4050	50.00					50.00	
Refuse Collection-Coolant Removal A8170.4010	200.00					200.00	
Str Cleaning-Sweeper Repairs A8170.4020	1,000.00					1,000.00	
Str Cleaning-Sweeper parts A8170.4090	4,000.00		1,884.41		135.00	1,980.59	50.49
Str Cleaning-Miscellaneous A8189.4000	250.00					250.00	
Sanitation-Landfill Monitoring A8189.4002	8,000.00				8,000.00		100.00
Sanitation-Landfill-Testing	10,600.00		7,891.00			2,709.00	74.44

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A8560.4000							
Shade Trees-Contractual Expenses (	500.00		480.00			20.00	96.00
A8560.4010							
Equipment Repairs	1,200.00		150.49			1,049.51	12.54
A8560.4020							
Shade Trees-New Tree Purchases	1,000.00					1,000.00	
A8560.4030							
Shade Trees-Supplies	500.00		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		67,432.19			104,823.81	39.15
A9040.8000							
Workers Compensation	125,000.00					125,000.00	
A9045.8000							
Life Insurance	8,200.00		3,967.16			4,232.84	48.38
A9050.8000							
Unemployement Expense	10,000.00					10,000.00	
A9055.8000							
Disability Insurance	6,000.00		2,996.00			3,004.00	49.93
A9055.8100							
Wellness Insurance	1,300.00					1,300.00	
A9060.8000							
Medical Insurance	440,000.00		213,153.85			226,846.15	48.44
A9061.8000							
HRA	148,500.00		42,249.68			106,250.32	28.45
A9070.8000							
Dental Insurance	61,500.00		34,882.25			26,617.75	56.72
A9950.8240							
Cap Resrv Transfer-DPW Equip Rep	10,000.00					10,000.00	
A9950.8510							
Cap Resrv Transfer-Smith St Bridge	10,000.00					10,000.00	
Totals for Fund: A (Fund - A)	**5,435,616.00**		**2,090,916.15**	**0.00**	**54,000.36**	**3,290,699.49**	**39.46**
Report totals	**5,435,616.00**		**2,090,916.15**	**0.00**	**54,000.36**	**3,290,699.49**	**39.46**

Village of Brockport

Statement of Actual & Estimated Revenues - Water Fund

Date: 11/13/2015
Time: 12:03:09PM

Statement of Actual & Estimated Revenue

User: DAN
Page: 1

Village of Brockport
For Period Ending 10/31/2015
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	55,690.55	263,218.23	336,781.77	43.87
F2141.0000					
Meter Water Sales O/G	505,000.00	43,472.40	170,075.46	334,924.54	33.68
F2144.0000					
Water Service Charges	8,000.00	1,003.00	1,393.00	6,607.00	17.41
F2148.0000					
Interest & Penalties	7,550.00	708.49	4,469.09	3,080.91	59.19
F2401.0000					
Interest & Earnings	1,000.00		122.53	877.47	12.25
F2401.1000					
Int Earned-Spec Reserves	250.00	5.11	5.11	244.89	2.04
F9999.1000					
C/S Misc for Reclassification			2,132.83	2,132.83-	
Report Totals	**1,121,800.00**	**100,879.55**	**441,416.25**	**680,383.75**	**39.35**

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - Water Fund

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from F to F

ACCOUNT 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		65.00		3,440.00	1,495.00	70.10
F1620.4060							
Bldg. Repairs - Water Dept.	1,000.00		510.41			489.59	51.04
F1680.2000							
It Hardware Software	1,000.00		180.83		614.29	204.88	79.51
F1680.4000							
IT Hardware Software	2,500.00		1,294.65			1,205.35	51.79
F1910.4000							
General Insurance	22,500.00		22,500.00				100.00
F1990.4000							
Water-Contingency	29,250.00					29,250.00	
F8310.1010							
Water Clerk/Clerical Support	91,720.00		36,097.50			55,622.50	39.36
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		152.38			747.62	16.93
F8310.4200							
Postage	2,000.00		583.34			1,416.66	29.17
F8320.4000							
Water Purchases	460,000.00		207,321.00			252,679.00	45.07
F8340.1000							
Water-Labor	101,987.00		47,579.99			54,407.01	46.65
F8340.2020							
Vehicles	68,130.00		68,111.13			18.87	99.97
F8340.2040							
Meters	30,000.00		18,126.11			11,873.89	60.42
F8340.2050							
Wtr Transm - Equipment Other	12,500.00				12,284.00	216.00	98.27
F8340.4000							
Wtr Transm-Ttl Cont Exp	39,225.00		3,706.63			35,518.37	9.45
F8340.4010							
Water Main Supplies	8,000.00		7,285.46			714.54	91.07
F8340.4020							
Vehicle Parts & Supplies	7,427.00		663.83			6,763.17	8.94
F8340.4030							
Meter Supplies	500.00		383.11			116.89	76.62
F8340.4040							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from F to F

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Curb Box Supplies F8340.4041	2,100.00		580.76			1,519.24	27.66
Fuel F8340.4050	5,000.00		462.57			4,537.43	9.25
Stone F8340.4060	1,150.00		1,137.99			12.01	98.96
Asphalt F8340.4070	2,350.00		387.93			1,962.07	16.51
Dirt F8340.4080	4,100.00		408.00			3,692.00	9.95
Water Transm-Uniforms F8340.4090	1,250.00		261.20		592.31	396.49	68.28
Miscellaneous F8340.4100	5,750.00		5,106.48			643.52	88.81
Water Transm-Telephone F8340.4110	2,500.00		815.33			1,684.67	32.61
Water Transm-Electricity F8340.4120	5,000.00		1,048.58			3,951.42	20.97
Transm - Sample Testing F8340.4130	26,000.00		12,800.00			13,200.00	49.23
Wtr Transm-Drug/Alcohol Testing F8340.4140	250.00		20.13			229.87	8.05
Wtr Trans-Equip Repair F8340.4150	850.00					850.00	
Wtr Trans-Training F8340.4160	250.00					250.00	
Wtr Trans-Concrete F8340.4171	200.00					200.00	
Heating Oil F8340.4180	3,000.00		107.01			2,892.99	3.57
Water Transm-Publications F9010.8000	4,000.00		152.00			3,848.00	3.80
NYS Retirement F9030.8000	33,484.00					33,484.00	
Social Security F9040.8000	14,850.00		6,468.16			8,381.84	43.56
Workers Compensation F9045.8000	20,471.00					20,471.00	
Life Insurance F9050.8000	660.00					660.00	
Unemployment Insurance F9060.8000	504.00					504.00	
Hospital Insurance	23,746.00					23,746.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from F to F

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
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	
Totals for Fund: F (Fund - F)	**1,121,800.00**		**444,317.51**	**0.00**	**16,930.60**	**660,551.89**	**41.12**
Report totals	**1,121,800.00**		**444,317.51**	**0.00**	**16,930.60**	**660,551.89**	**41.12**

Village of Brockport

Statement of Actual & Estimated Revenues - Sewer Fund

Date: 11/13/2015

Time: 1:25:22PM

User: DAN

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 12/31/2015

Selecting on FUND from G to G

ACCOUNT 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		13,712.78			16,408.22	45.53
G8120.4010							
Sanitary Sewers- Truck Parts	4,500.00		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	
Totals for Fund: G (Fund - G)	**146,519.00**		**13,728.94**	**0.00**		**132,790.06**	**9.37**
Report totals	**146,519.00**		**13,728.94**	**0.00**		**132,790.06**	**9.37**

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - Sewer Fund

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 10/31/2015

Selecting on FUND from G to G

ACCOUNT 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	893.45	13,712.78			16,408.22	45.53
G8120.4010							
Sanitary Sewers- Truck Parts	4,500.00		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	
Totals for Fund: G (Fund - G)	**146,519.00**	**893.45**	**13,728.94**	**0.00**		**132,790.06**	**9.37**
Report totals	**146,519.00**	**893.45**	**13,728.94**	**0.00**		**132,790.06**	**9.37**

Village of Brockport

Budget Amendments & Budget Transfers

Village of Brockport

Budget Amendment Form

Account Number	Description	Amount	
A5112.2000	CHIPS	44,000.00	(1)
A7450.4010	Museum Expenditures from Adopt A Picture Revenues	890.00	(2)
A7515.4000	Expenditures for Active Transportation Grant	10,000.00	(3)
A7550.4080	Expenditures from Grant for Mural	3,000.00	
	Total Expenditures	**$ 57,890.00**	
	Total Revenues	**$ 57,890.00**	

Purpose:

(1) Expenditures from CHIP Funds

(2) Expenditures associated with Museum Revenues from Adopt A Picture

(3) Expenditures for Active Transportation Grant

(4) Expenditures for Grant for Mural

Village of Brockport
Budget Transfer Form

Account Number		From: Description	Account Number	To: Description	Amount	Explanation of Transfer	
A1990.4000		Contingency	A1110.4000	Court - Contractual	700.00	Cost exceeded budget	1
A1990.4000		Contingency	A1110.4010	Court - Bldg. Renovations	200.00	Cost exceeded budget	2
A1990.4000		Contingency	A19104000	Insurance	1,000.00	Cost exceeded budget	3
				Total	1,900.00		

Purpose:
(1) Court Expenditures
(2) Court Expenditures for Curtain in Village Hall
(3) Insurance

VILLAGE OF BROCKPORT

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

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

VILLAGE OF BROCKPORT
ANNUAL FINANCIAL REPORT
UPDATE DOCUMENT
FOR FISCAL YEAR ENDED 05/31/15

PLEASE TAKE NOTICE that on 11/2/15 the Village Treasurer filed the annual financial report update document (AUD) for the Village of Brockport for the fiscal year ended 05/31/15, with the Office of the New York State Comptroller, the Village's external auditors, the Village Board and Village Clerk. Said report will be posted to the Village website at www.brockportny.org and may be examined at Village Hall during regular business hours.

Leslie Ann Morelli
Village Clerk
Village of Brockport

For publication in the 11/8/15 edition of Suburban News.

For posting on Village website and Village Hall bulletin board.

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

All Numbers in This Report
Have Been Rounded To
The Nearest Dollar

ANNUAL FINANCIAL REPORT

UPDATE DOCUMENT

For The

VILLAGE of Brockport

County of Monroe

For the Fiscal Year Ended 05/31/2015

****

AUTHORIZATION

ARTICLE 3, SECTION 30 of the GENERAL MUNICPAL LAW:

1. ***Every Municipal Corporation *** shall annually make a report of its financial condition to the Comptroller. Such report shall be made by the Chief Fiscal Officer of such Municipal Corporation ***

5. All reports shall be certified by the officer making the same and shall be filed with the Comptroller *** It shall be the duty of the incumbent officer at the time such reports are required to be filed with the Comptroller to file such report ***

State of NEW YORK
Office of The State Comptroller
Division of Local Government and School Accountability
Albany, New York 12236

VILLAGE OF Brockport

*** FINANCIAL SECTION ***

Financial Information for the following funds and account groups are included in the Annual Financial Report filed by your government for the fiscal year ended 2014 and has been used by the OSC as the basis for preparing this update document for the fiscal year ended 2015:

(A) GENERAL
(CM) MISCELLANEOUS SPECIAL REV
(FX) WATER
(G) SEWER
(H) CAPITAL PROJECTS
(K) GENERAL FIXED ASSETS
(PN) PERMANENT
(TA) AGENCY
(W) GENERAL LONG-TERM DEBT

All amounts included in this update document for 2014 represent data filed by your government with OSC as reviewed and adjusted where necessary.

*** SUPPLEMENTAL SECTION ***

The Supplemental Section includes the following sections:

1) Statement of Indebtedness
2) Schedule of Time Deposits and Investments
3) Bank Reconciliation
4) Local Government Questionnaire
5) Schedule of Employee and Retiree Benefits
6) Schedule of Energy Costs and Consumption
7) Schedule of Other Post Employment Benefits (OPEB)

All numbers in this report will be rounded to the nearest dollar.

VILLAGE OF Brockport
Annual Update Document
For the Fiscal Year Ending 2015

(A) GENERAL

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Cash	10,079	A200	8,176
Cash In Time Deposits	1,711,405	A201	1,933,431
Petty Cash	190	A210	390
TOTAL Cash	**1,721,674**		**1,941,997**
Tax Sale Certificates	8,614	A320	8,614
TOTAL Taxes Receivable (net)	**8,614**		**8,614**
Accounts Receivable	4,409	A380	23,545
TOTAL Other Receivables (net)	**4,409**		**23,545**
Due From Other Funds	97,605	A391	19
TOTAL Due From Other Funds	**97,605**		**19**
Due From Other Governments	271,725	A440	271,054
TOTAL Due From Other Governments	**271,725**		**271,054**
Prepaid Expenses	3,840	A480	55,247
TOTAL Prepaid Expenses	**3,840**		**55,247**
Cash In Time Deposits Special Reserves	656,358	A231	757,768
TOTAL Restricted Assets	**656,358**		**757,768**
TOTAL Assets and Deferred Outflows of Resources	**2,764,225**		**3,058,244**

VILLAGE OF Brockport
Annual Update Document
For the Fiscal Year Ending 2015

(A) GENERAL

Balance Sheet

Code Description	2014	EdpCode	2015
Accounts Payable	15,121	A600	36,873
TOTAL Accounts Payable	**15,121**		**36,873**
Accrued Liabilities		A601	103,714
TOTAL Accrued Liabilities	**0**		**103,714**
Due To Other Funds	147	A630	5,069
TOTAL Due To Other Funds	**147**		**5,069**
Due To Employees' Retirement System	77,544	A637	65,865
TOTAL Due To Other Governments	**77,544**		**65,865**
TOTAL Liabilities	**92,812**		**211,521**
Fund Balance			
Not in Spendable Form	3,840	A806	
TOTAL Nonspendable Fund Balance	**3,840**		**0**
Workers' Compensation Reserve	210,216	A814	256,801
Reserve for Emp Benefits & Acc Liabilities	352,085	A867	356,007
Capital Reserve	159,793	A878	144,960
TOTAL Restricted Fund Balance	**722,094**		**757,768**
Assigned Appropriated Fund Balance	300,000	A914	275,000
Assigned Unappropriated Fund Balance	4,913	A915	55,872
TOTAL Assigned Fund Balance	**304,913**		**330,872**
Unassigned Fund Balance	1,640,566	A917	1,758,084
TOTAL Unassigned Fund Balance	**1,640,566**		**1,758,084**
TOTAL Fund Balance	**2,671,413**		**2,846,724**
TOTAL Liabilities, Deferred Inflows And Fund Balance	**2,764,225**		**3,058,244**

VILLAGE OF Brockport
Annual Update Document
For the Fiscal Year Ending 2015

(A) GENERAL

Results of Operation

Code Description	2014	EdpCode	2015
Revenues			
Real Property Taxes	2,414,071	A1001	2,600,390
TOTAL Real Property Taxes	**2,414,071**		**2,600,390**
Other Payments In Lieu of Taxes	146,355	A1081	12,704
Interest & Penalties On Real Prop Taxes	13,090	A1090	12,194
TOTAL Real Property Tax Items	**159,445**		**24,898**
Non Prop Tax Dist By County	1,592,243	A1120	1,608,007
Utilities Gross Receipts Tax	75,856	A1130	77,249
Franchises	74,748	A1170	70,534
TOTAL Non Property Tax Items	**1,742,848**		**1,755,790**
Treasurer Fees	1,690	A1230	1,677
Police Fees	502	A1520	330
Safety Inspection Fees	17,745	A1560	30,209
Ambulance Charges	1,324	A1640	32
Public Works Charges	6,427	A1710	11,950
Other Transportation Departmental Income	3,011	A1789	3,650
Other Culture & Recreation Income	2,520	A2089	2,746
Zoning Fees	25	A2110	2,600
Planning Board Fees	1,770	A2115	1,395
TOTAL Departmental Income	**35,013**		**54,589**
Misc Revenue, Other Govts	66,069	A2389	24,409
TOTAL Intergovernmental Charges	**66,069**		**24,409**
Interest And Earnings	4,100	A2401	964
TOTAL Use of Money And Property	**4,100**		**964**
Licenses, Other	750	A2545	51,163
Permits, Other	5,700	A2590	5,365
TOTAL Licenses And Permits	**6,450**		**56,528**
Fines And Forfeited Bail	115,963	A2610	58,982
TOTAL Fines And Forfeitures	**115,963**		**58,982**
Sales of Scrap & Excess Materials	156	A2650	826
Sales of Equipment	13,418	A2665	9,425
Insurance Recoveries	8,462	A2680	1,461
Other Compensation For Loss	7,649	A2690	400
TOTAL Sale of Property And Compensation For Loss	**29,685**		**12,111**
Refunds of Prior Year's Expenditures	116,736	A2701	109,123
Gifts And Donations	76,729	A2705	5,923
Unclassified (specify)	24,666	A2770	10,795
TOTAL Miscellaneous Local Sources	**218,131**		**125,841**
St Aid, Revenue Sharing	116,839	A3001	119,065
St Aid, Mortgage Tax	38,985	A3005	23,837
ST. Aid, Records MgmT.		A3060	23,889
St Aid - Other (specify) Additional Description Trans Grant	19,741	A3089	20,595
St Aid, Other Public Safety Additional Description STEP, Court	6,441	A3389	24,148
St Aid, Consolidated Highway Aid		A3501	71,127
TOTAL State Aid	**182,006**		**282,662**

(A) GENERAL

Results of Operation

Code Description	2014	EdpCode	2015
Revenues			
Fed Aid, Crime Control Additional Description Asset Forf		A4320	30,224
TOTAL Federal Aid	**0**		**30,224**
TOTAL Revenues	**4,973,780**		**5,027,389**
TOTAL Detail Revenues And Other Sources	**4,973,780**		**5,027,389**

(A) GENERAL

Results of Operation

Code Description	2014	EdpCode	2015
Expenditures			
Legislative Board, Pers Serv	13,766	A10101	13,776
Legislative Board, Contr Expend	38,015	A10104	37,183
TOTAL Legislative Board	**51,781**		**50,959**
Municipal Court, Pers Serv		A11101	37,726
Municipal Court, Equip & Cap Outlay		A11102	77,422
Municipal Court, Contr Expend		A11104	363
TOTAL Municipal Court	**0**		**115,511**
Mayor, Pers Serv	9,867	A12101	9,867
Mayor, Contr Expend	2,935	A12104	3,088
TOTAL Mayor	**12,802**		**12,955**
Auditor, Contr Expend	9,016	A13204	3,400
TOTAL Auditor	**9,016**		**3,400**
Treasurer, Pers Serv	144,681	A13251	130,703
Treasurer, Contr Expend	50,743	A13254	51,554
TOTAL Treasurer	**195,424**		**182,257**
Law, Contr Expend	49,628	A14204	40,622
TOTAL Law	**49,628**		**40,622**
Engineer, Contr Expend	2,250	A14404	3,531
TOTAL Engineer	**2,250**		**3,531**
Elections, Contr Expend	2,226	A14504	880
TOTAL Elections	**2,226**		**880**
Public Works Admin, Pers Serv	117,044	A14901	113,809
Public Works Admin, Contr Expend	2,184	A14904	1,426
TOTAL Public Works Admin	**119,228**		**115,235**
Buildings, Pers Serv	20,160	A16201	20,664
Buildings, Contr Expend	57,014	A16204	71,596
TOTAL Buildings	**77,174**		**92,260**
Central Garage, Pers Serv	50,100	A16401	51,175
Central Garage, Contr Expend	8,851	A16404	10,630
TOTAL Central Garage	**58,951**		**61,805**
Central Comm System, Pers Serv	134,150	A16501	136,833
TOTAL Central Comm System	**134,150**		**136,833**
Central Print & Mail,contr Expend	2,864	A16704	1,357
TOTAL Central Print & Mail	**2,864**		**1,357**
Central Data Process & Cap Outlay	2,575	A16802	5,409
Central Data Process, Contr Expend	13,192	A16804	18,252
TOTAL Central Data Process	**15,767**		**23,661**
Unallocated Insurance, Contr Expend	60,472	A19104	45,522
TOTAL Unallocated Insurance	**60,472**		**45,522**
Municipal Assn Dues, Contr Expend	4,840	A19204	4,640
TOTAL Municipal Assn Dues	**4,840**		**4,640**
Taxes & Assess On Munic Prop, Contr Expend	1,271	A19504	1,193
TOTAL Taxes & Assess On Munic Prop	**1,271**		**1,193**
TOTAL General Government Support	**797,844**		**892,620**
Police, Pers Serv	1,320,445	A31201	1,253,860

(A) GENERAL

Results of Operation

Code Description	2014	EdpCode	2015
Expenditures			
Police, Equip & Cap Outlay	57,299	A31202	9,144
Police, Contr Expend	97,015	A31204	112,002
TOTAL Police	**1,474,759**		**1,375,006**
Traffic Control, Contr Expen	6,370	A33104	1,386
TOTAL Traffic Control	**6,370**		**1,386**
On-Street Parking, Contr Expend	13,134	A33204	
TOTAL On-Street Parking	**13,134**		**0**
Fire, Contr Expend		A34104	
TOTAL Fire	**0**		**0**
Safety Inspection, Pers Serv	69,128	A36201	98,466
Safety Inspection, Equip & Cap Outlay	999	A36202	160
Safety Inspection, Contr Expend	21,025	A36204	12,093
TOTAL Safety Inspection	**91,152**		**110,720**
TOTAL Public Safety	**1,585,414**		**1,487,112**
Ambulance, Contr Expend	1,556	A45404	
TOTAL Ambulance	**1,556**		**0**
TOTAL Health	**1,556**		**0**
Maint of Streets, Pers Serv	317,169	A51101	331,899
Maint of Streets, Equip & Cap Outlay	131,036	A51102	60,693
Maint of Streets, Contr Expend	161,362	A51104	136,673
TOTAL Maint of Streets	**609,568**		**529,266**
Perm Improve Highway, Equip & Cap Outlay	102,599	A51122	176,450
TOTAL Perm Improve Highway	**102,599**		**176,450**
Snow Removal, Pers Serv	72,800	A51421	74,255
Snow Removal, Contr Expend	41,791	A51424	43,360
TOTAL Snow Removal	**114,591**		**117,615**
Street Lighting, Contr Expend	98,890	A51824	108,229
TOTAL Street Lighting	**98,890**		**108,229**
Sidewalks, Pers Serv	3,400	A54101	3,500
Sidewalks, Contr Expend	7,936	A54104	7,609
TOTAL Sidewalks	**11,336**		**11,109**
Off-Street Parking, Contr Expend	133	A56504	27
TOTAL Off-Street Parking	**133**		**27**
TOTAL Transportation	**937,116**		**942,696**
Publicity, Contr Expend	9,804	A64104	10,005
TOTAL Publicity	**9,804**		**10,005**
Other Eco & Dev, Contr Expend	2,216	A69894	
TOTAL Other Eco & Dev	**2,216**		**0**
TOTAL Economic Assistance And Opportunity	**12,020**		**10,005**
Playgr & Rec Centers, Pers Serv	3,650	A71401	3,725
Playgr & Rec Centers, Equip & Cap Outlay	297	A71402	29,362
Playgr & Rec Centers, Contr Expend	1,476	A71404	3,185
TOTAL Playgr & Rec Centers	**5,423**		**36,272**
Joint Public Library, Contr Expend	260,052	A74154	189,052
TOTAL Joint Public Library	**260,052**		**189,052**

(A) GENERAL

Results of Operation

Code Description	2014	EdpCode	2015
Expenditures			
Historian, Contr Expend	7,880	A75104	10,174
TOTAL Historian	**7,880**		**10,174**
Historical Property, Contr Expend	8,492	A75204	28,676
TOTAL Historical Property	**8,492**		**28,676**
Celebrations, Contr Expend	8,068	A75504	3,980
TOTAL Celebrations	**8,068**		**3,980**
TOTAL Culture And Recreation	**289,915**		**268,154**
Zoning, Contr Expend	235	A80104	1,206
TOTAL Zoning	**235**		**1,206**
Planning, Pers Serv	5,619	A80201	4,367
Planning, Contr Expend	1,452	A80204	719
TOTAL Planning	**7,070**		**5,086**
Sanitary Sewers, Pers Serv	15,400	A81201	15,710
Sanitary Sewers, Contr Expend	850	A81204	702
TOTAL Sanitary Sewers	**16,250**		**16,412**
Storm Sewers, Pers Serv	17,500	A81401	17,850
Storm Sewers, Contr Expend	8,965	A81404	56,946
TOTAL Storm Sewers	**26,465**		**74,796**
Refuse & Garbage, Pers Serv	9,850	A81601	10,050
Refuse & Garbage, Contr Expend	4,427	A81604	5,040
TOTAL Refuse & Garbage	**14,277**		**15,090**
Street Cleaning, Pers Serv	16,425	A81701	16,755
Street Cleaning, Contr Expend	3,444	A81704	2,128
TOTAL Street Cleaning	**19,869**		**18,883**
Other Sanitation, Contr Expend	1,118	A81894	13,222
TOTAL Other Sanitation	**1,118**		**13,222**
Shade Tree, Pers Serv	16,700	A85601	17,035
Shade Tree, Contr Expend	6,155	A85604	11,928
TOTAL Shade Tree	**22,855**		**28,963**
TOTAL Home And Community Services	**108,140**		**173,657**
State Retirement System	215,138	A90108	160,932
Police & Firemen Retirement, Empl Bnfts	276,457	A90158	204,505
Social Security, Employer Cont	165,915	A90308	172,159
Worker's Compensation, Empl Bnfts	135,917	A90408	120,072
Life Insurance, Empl Bnfts	7,740	A90458	5,924
Unemployment Insurance, Empl Bnfts	10,000	A90508	
Disability Insurance, Empl Bnfts	4,663	A90558	5,420
Hospital & Medical (dental) Ins, Empl Bnft	502,825	A90608	412,786
TOTAL Employee Benefits	**1,318,654**		**1,081,797**
TOTAL Expenditures	**5,050,659**		**4,856,041**
TOTAL Detail Expenditures And Other Uses	**5,050,659**		**4,856,041**

(A) GENERAL

Analysis of Changes in Fund Balance

Code Description	2014	EdpCode	2015
Analysis of Changes in Fund Balance			
Fund Balance - Beginning of Year	**2,764,529**	**A8021**	**2,671,413**
Prior Period Adj -Decrease In Fund Balance	16,238	A8015	-3,963
Restated Fund Balance - Beg of Year	**2,748,292**	**A8022**	**2,675,376**
ADD - REVENUES AND OTHER SOURCES	4,973,780		5,027,389
DEDUCT - EXPENDITURES AND OTHER USES	5,050,659		4,856,041
Fund Balance - End of Year	**2,671,413**	**A8029**	**2,846,724**

(A) GENERAL

Budget Summary

Code Description	2015	EdpCode	2016
Estimated Revenues			
Est Rev - Real Property Taxes	2,600,390	A1049N	2,644,077
Est Rev - Real Property Tax Items	24,913	A1099N	25,130
Est Rev - Non Property Tax Items	1,683,067	A1199N	1,700,000
Est Rev - Departmental Income	25,100	A1299N	27,350
Est Rev - Intergovernmental Charges	15,300	A2399N	25,864
Est Rev - Use of Money And Property	6,500	A2499N	4,000
Est Rev - Licenses And Permits	20,000	A2599N	45,000
Est Rev - Fines And Forfeitures	100,000	A2649N	100,000
Est Rev - Sale of Prop And Comp For Loss	13,500	A2699N	13,500
Est Rev - Miscellaneous Local Sources	20,500	A2799N	21,000
Est Rev - State Aid	235,266	A3099N	261,466
TOTAL Estimated Revenues	**4,744,536**		**4,867,387**
Appropriated Fund Balance	300,000	A599N	275,000
TOTAL Estimated Other Sources	**300,000**		**275,000**
TOTAL Estimated Revenues And Other Sources	**5,044,536**		**5,142,387**

(A) GENERAL

Budget Summary

Code Description	2015	EdpCode	2016
Appropriations			
App - General Government Support	754,234	A1999N	793,750
App - Public Safety	1,393,875	A3999N	1,612,830
App - Health	0	A4999N	0
App - Transportation	1,063,520	A5999N	1,012,378
App - Economic Assistance And Opportunity	9,500	A6999N	7,000
App - Culture And Recreation	212,452	A7999N	215,828
App - Home And Community Services	75,555	A8999N	40,806
App - Employee Benefits	1,525,400	A9199N	1,449,795
App - Debt Service	0	A9899N	0
TOTAL Appropriations	**5,034,536**		**5,132,387**
Other Budgetary Purposes	10,000	A962N	10,000
TOTAL Other Uses	**10,000**		**10,000**
TOTAL Appropriations And Other Uses	**5,044,536**		**5,142,387**

(CM) MISCELLANEOUS SPECIAL REV

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Cash In Time Deposits	51,657	CM201	65,513
TOTAL Cash	**51,657**		**65,513**
Due From Other Funds		CM391	
TOTAL Due From Other Funds	**0**		**0**
TOTAL Assets and Deferred Outflows of Resources	**51,657**		**65,513**

(CM) MISCELLANEOUS SPECIAL REV

Balance Sheet

Code Description	2014	EdpCode	2015
Fund Balance			
Assigned Unappropriated Fund Balance	51,657	CM915	65,513
TOTAL Assigned Fund Balance	**51,657**		**65,513**
TOTAL Fund Balance	**51,657**		**65,513**
TOTAL Liabilities, Deferred Inflows And Fund Balance	**51,657**		**65,513**

(CM) MISCELLANEOUS SPECIAL REV

Results of Operation

Code Description	2014	EdpCode	2015
Revenues			
Interest And Earnings	1,869	CM2401	2,406
TOTAL Use of Money And Property	**1,869**		**2,406**
Gifts And Donations	1,869	CM2705	11,452
TOTAL Miscellaneous Local Sources	**1,869**		**11,452**
TOTAL Revenues	**3,737**		**13,858**
TOTAL Detail Revenues And Other Sources	**3,737**		**13,858**

(CM) MISCELLANEOUS SPECIAL REV

Results of Operation

Code Description	2014	EdpCode	2015
Expenditures			
Other Home And Community Service-Contr Exp	70,018	CM89894	
TOTAL Other Home And Community Service-Contr Exp	**70,018**		**0**
TOTAL Home And Community Services	**70,018**		**0**
TOTAL Expenditures	**70,018**		**0**
TOTAL Detail Expenditures And Other Uses	**70,018**		**0**

(CM) MISCELLANEOUS SPECIAL REV

Analysis of Changes in Fund Balance

Code Description	2014	EdpCode	2015
Analysis of Changes in Fund Balance			
Fund Balance - Beginning of Year	**117,937**	**CM8021**	**51,655**
Restated Fund Balance - Beg of Year	**117,937**	**CM8022**	**51,655**
ADD - REVENUES AND OTHER SOURCES	3,737		13,858
DEDUCT - EXPENDITURES AND OTHER USES	70,018		
Fund Balance - End of Year	**51,655**	**CM8029**	**65,513**

(FX) WATER

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Cash In Time Deposits	769,134	FX201	651,452
Petty Cash	50	FX210	50
TOTAL Cash	**769,184**		**651,502**
Water Rents Receivable	37,983	FX350	114,980
TOTAL Other Receivables (net)	**37,983**		**114,980**
Due From Other Funds	22,143	FX391	
TOTAL Due From Other Funds	**22,143**		**0**
Cash In Time Deposits Special Reserves	200,497	FX231	200,497
TOTAL Restricted Assets	**200,497**		**200,497**
TOTAL Assets and Deferred Outflows of Resources	**1,029,807**		**966,979**

(FX) WATER

Balance Sheet

Code Description	2014	EdpCode	2015
Accounts Payable	5,485	FX600	12,241
TOTAL Accounts Payable	**5,485**		**12,241**
Accrued Liabilities	6,299	FX601	7,197
TOTAL Accrued Liabilities	**6,299**		**7,197**
Due To Other Funds	97,604	FX630	
TOTAL Due To Other Funds	**97,604**		**0**
Due To Employees' Retirement System	4,592	FX637	4,592
TOTAL Due To Other Governments	**4,592**		**4,592**
TOTAL Liabilities	**113,980**		**24,030**
Fund Balance			
Capital Reserve	200,497	FX878	200,497
Other Restricted Fund Balance		FX899	
TOTAL Restricted Fund Balance	**200,497**		**200,497**
Committed Fund Balance		FX913	
TOTAL Committed Fund Balance	**0**		**0**
Assigned Unappropriated Fund Balance	715,330	FX915	742,453
TOTAL Assigned Fund Balance	**715,330**		**742,453**
TOTAL Fund Balance	**915,827**		**942,949**
TOTAL Liabilities, Deferred Inflows And Fund Balance	**1,029,807**		**966,979**

(FX) WATER

Results of Operation

Code Description	2014	EdpCode	2015
Revenues			
Metered Water Sales	1,133,493	FX2140	1,027,617
Water Service Charges	11,658	FX2144	6,473
Interest & Penalties On Water Rents	11,883	FX2148	11,195
TOTAL Departmental Income	**1,157,035**		**1,045,285**
Interest And Earnings	857	FX2401	654
TOTAL Use of Money And Property	**857**		**654**
Sales of Scrap & Excess Materials	10,001	FX2650	35,500
TOTAL Sale of Property And Compensation For Loss	**10,001**		**35,500**
TOTAL Revenues	**1,167,893**		**1,081,440**
TOTAL Detail Revenues And Other Sources	**1,167,893**		**1,081,440**

(FX) WATER

Results of Operation

Code Description	2014	EdpCode	2015
Expenditures			
Central Garage, Equip & Cap Outlay	1,848	FX16402	7,100
TOTAL Central Garage	**1,848**		**7,100**
Central Data Process & Cap Outlay	112	FX16802	
Central Data Process, Contr Expend	2,500	FX16804	2,500
TOTAL Central Data Process	**2,612**		**2,500**
Unallocated Insurance, Contr Expend	20,760	FX19104	22,500
TOTAL Unallocated Insurance	**20,760**		**22,500**
TOTAL General Government Support	**25,220**		**32,100**
Water Administration, Pers Serv	96,141	FX83101	91,732
Water Administration, Contr Expend	2,230	FX83104	3,731
TOTAL Water Administration	**98,371**		**95,463**
Source Supply Pwr & Pump, Contr Expend	451,065	FX83204	609,670
TOTAL Source Supply Pwr & Pump	**451,065**		**609,670**
Water Trans & Distrib, Pers Serv	97,658	FX83401	74,477
Water Trans & Distrib, Equip & Cap Outlay	112,538	FX83402	53,429
Water Trans & Distrib, Contr Expend	85,539	FX83404	
TOTAL Water Trans & Distrib	**295,735**		**127,906**
TOTAL Home And Community Services	**845,170**		**833,039**
State Retirement, Empl Bnfts	13,875	FX90108	17,000
Social Security, Empl Bnfts	11,684	FX90308	13,071
Workers Compensation, Empl Bnfts	12,500	FX90408	14,500
Life Insurance, Empl Bnfts		FX90458	1,200
Disability Insurance, Empl Bnfts	1,100	FX90558	1,200
Hospital & Medical (dental) Ins, Empl Bnft	52,519	FX90608	55,300
TOTAL Employee Benefits	**91,678**		**102,271**
Debt Principal, Serial Bonds	28,845	FX97106	30,768
TOTAL Debt Principal	**28,845**		**30,768**
Debt Interest, Serial Bonds	32,107	FX97107	32,107
TOTAL Debt Interest	**32,107**		**32,107**
TOTAL Expenditures	**1,023,020**		**1,030,284**
TOTAL Detail Expenditures And Other Uses	**1,023,020**		**1,030,284**

(FX) WATER

Analysis of Changes in Fund Balance

Code Description	2014	EdpCode	2015
Analysis of Changes in Fund Balance			
Fund Balance - Beginning of Year	**770,950**	**FX8021**	**915,823**
Prior Period Adj -Increase In Fund Balance		FX8012	
Prior Period Adj -Decrease In Fund Balance		FX8015	24,030
Restated Fund Balance - Beg of Year	**770,950**	**FX8022**	**891,794**
ADD - REVENUES AND OTHER SOURCES	1,167,893		1,081,440
DEDUCT - EXPENDITURES AND OTHER USES	1,023,020		1,030,284
Fund Balance - End of Year	**915,823**	**FX8029**	**942,949**

(FX) WATER

Budget Summary

Code Description	2015	EdpCode	2016
Estimated Revenues			
Est Rev - Departmental Income	1,086,846	FX1299N	1,105,000
Est Rev - Use of Money And Property	6,250	FX2499N	8,800
Est Rev-Miscellaneous Local Sources	2,200	FX2799N	8,000
TOTAL Estimated Revenues	**1,095,296**		**1,121,800**
TOTAL Estimated Revenues And Other Sources	**1,095,296**		**1,121,800**

(FX) WATER

Budget Summary

Code Description	2015	EdpCode	2016
Appropriations			
App - General Government Support	61,250	FX1999N	61,250
App-Home And Community Services	867,461	FX8999N	889,989
App - Employee Benefits	104,900	FX9199N	110,065
App - Debt Service	61,685	FX9899N	60,496
TOTAL Appropriations	**1,095,296**		**1,121,800**
TOTAL Appropriations And Other Uses	**1,095,296**		**1,121,800**

(G) SEWER

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Cash	51,829	G200	35,817
TOTAL Cash	**51,829**		**35,817**
Sewer Rents Receivable	9,355	G360	10,060
TOTAL Other Receivables (net)	**9,355**		**10,060**
Due From Other Funds		G391	5,069
TOTAL Due From Other Funds	**0**		**5,069**
TOTAL Assets and Deferred Outflows of Resources	**61,184**		**50,946**

(G) SEWER

Balance Sheet

Code Description	2014	EdpCode	2015
Due To Other Funds	22,142	G630	
TOTAL Due To Other Funds	**22,142**		**0**
TOTAL Liabilities	**22,142**		**0**
Fund Balance			
Other Restricted Fund Balance		G899	
TOTAL Restricted Fund Balance	**0**		**0**
Assigned Unappropriated Fund Balance	39,042	G915	50,946
TOTAL Assigned Fund Balance	**39,042**		**50,946**
TOTAL Fund Balance	**39,042**		**50,946**
TOTAL Liabilities, Deferred Inflows And Fund Balance	**61,184**		**50,946**

(G) SEWER

Results of Operation

Code Description	2014	EdpCode	2015
Revenues			
Sewer Charges	146,221	G2122	143,448
TOTAL Departmental Income	**146,221**		**143,448**
Interest And Earnings	19	G2401	13
TOTAL Use of Money And Property	**19**		**13**
TOTAL Revenues	**146,241**		**143,462**
TOTAL Detail Revenues And Other Sources	**146,241**		**143,462**

(G) SEWER

Results of Operation

Code Description	2014	EdpCode	2015
Expenditures			
Sewer Administration, Equip & Cap Outlay	1,174	G81102	508
TOTAL Sewer Administration	**1,174**		**508**
Sanitary Sewers, Equip & Cap Outlay	39,933	G81202	38,536
TOTAL Sanitary Sewers	**39,933**		**38,536**
TOTAL Home And Community Services	**41,107**		**39,044**
Debt Principal, Serial Bonds	46,155	G97106	44,232
TOTAL Debt Principal	**46,155**		**44,232**
Debt Interest, Serial Bonds	51,374	G97107	48,280
TOTAL Debt Interest	**51,374**		**48,280**
TOTAL Expenditures	**138,637**		**131,557**
TOTAL Detail Expenditures And Other Uses	**138,637**		**131,557**

(G) SEWER

Analysis of Changes in Fund Balance

Code Description	2014	EdpCode	2015
Analysis of Changes in Fund Balance			
Fund Balance - Beginning of Year	**31,437**	**G8021**	**39,041**
Restated Fund Balance - Beg of Year	**31,437**	**G8022**	**39,041**
ADD - REVENUES AND OTHER SOURCES	146,241		143,462
DEDUCT - EXPENDITURES AND OTHER USES	138,637		131,557
Fund Balance - End of Year	**39,041**	**G8029**	**50,946**

(G) SEWER

Budget Summary

Code Description	2015	Ed Code	2016
Estimated Revenues			
Est Rev - Departmental Income	145,246	G1299N	146,419
Est Rev - Use of Money And Property	100	G2499N	100
TOTAL Estimated Revenues	**145,346**		**146,519**
TOTAL Estimated Revenues And Other Sources	**145,346**		**146,519**

(G) SEWER

Budget Summary

Code Description	2015	EdpCode	2016
Appropriations			
App - General Government Support	49,721	G1999N	49,721
App - Debt Service	95,625	G9899N	96,798
TOTAL Appropriations	**145,346**		**146,519**
TOTAL Appropriations And Other Uses	**145,346**		**146,519**

(H) CAPITAL PROJECTS

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Cash	21,692	H200	21,696
TOTAL Cash	**21,692**		**21,696**
TOTAL Assets and Deferred Outflows of Resources	**21,692**		**21,696**

(H) CAPITAL PROJECTS

Balance Sheet

Code Description	2014	EdpCode	2015
Fund Balance			
Assigned Unappropriated Fund Balance	21,692	H915	21,696
TOTAL Assigned Fund Balance	**21,692**		**21,696**
TOTAL Fund Balance	**21,692**		**21,696**
TOTAL Liabilities, Deferred Inflows And Fund Balance	**21,692**		**21,696**

(H) CAPITAL PROJECTS

Results of Operation

Code Description	2014	EdpCode	2015
Revenues			
Interest And Earnings		H2401	4
TOTAL Use of Money And Property	**0**		**4**
TOTAL Revenues	**0**		**4**
TOTAL Detail Revenues And Other Sources	**0**		**4**

VILLAGE OF Brockport
Annual Update Document
For the Fiscal Year Ending 2015

Results of Operation

Code Description	2014	EdpCode	2015

(H) CAPITAL PROJECTS

Analysis of Changes in Fund Balance

Code Description	2014	EdpCode	2015
Analysis of Changes in Fund Balance			
Fund Balance - Beginning of Year	21,692	H8021	21,692
Restated Fund Balance - Beg of Year	21,692	H8022	21,692
ADD - REVENUES AND OTHER SOURCES			4
Fund Balance - End of Year	21,692	H8029	21,695

(K) GENERAL FIXED ASSETS

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Land	178,950	K101	178,950
Buildings	1,846,732	K102	1,890,510
Machinery And Equipment	2,271,341	K104	2,460,256
Infrastructure	1,764,320	K106	1,764,320
TOTAL Fixed Assets (net)	**6,061,343**		**6,294,036**
TOTAL Assets and Deferred Outflows of Resources	**6,061,343**		**6,294,036**

(K) GENERAL FIXED ASSETS

Balance Sheet

Code Description	2014	EdpCode	2015
Liabilities, Deferred Inflows And Fund Balance			
Total Non-Current Govt Assets	6,061,343	K159	6,294,036
TOTAL Investments in Non-Current Government Assets	**6,061,343**		**6,294,036**
TOTAL Fund Balance	**6,061,343**		**6,294,036**
TOTAL	**6,061,343**		**6,294,036**

(PN) PERMANENT

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Investments In Securities	566,798	PN450	635,395
TOTAL Investments	**566,798**		**635,395**
TOTAL Assets and Deferred Outflows of Resources	**566,798**		**635,395**

(PN) PERMANENT

Balance Sheet

Code Description	2014	EdpCode	2015
Fund Balance			
Must Remain Intact	566,798	PN807	635,395
TOTAL Nonspendable Fund Balance	**566,798**		**635,395**
TOTAL Fund Balance	**566,798**		**635,395**
TOTAL Liabilities, Deferred Inflows And Fund Balance	**566,798**		**635,395**

VILLAGE OF Brockport
Annual Update Document
For the Fiscal Year Ending 2015

(PN) PERMANENT

Results of Operation

Code Description	2014	EdpCode	2015
Revenues			
Interest And Earnings		PN2401	68,597
TOTAL Use of Money And Property	**0**		**68,597**
TOTAL Revenues	**0**		**68,597**
TOTAL Detail Revenues And Other Sources	**0**		**68,597**

Results of Operation

Code Description	2014	EdpCode	2015

(PN) PERMANENT

Analysis of Changes in Fund Balance

Code Description	2014	EdpCode	2015
Analysis of Changes in Fund Balance			
Fund Balance - Beginning of Year	**566,798**	**PN8021**	**566,798**
Restated Fund Balance - Beg of Year	**566,798**	**PN8022**	**566,798**
ADD - REVENUES AND OTHER SOURCES			68,597
Fund Balance - End of Year	**566,798**	**PN8029**	**635,395**

(TA) AGENCY

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Cash		TA200	19
TOTAL Cash	**0**		**19**
Due From Other Funds	147	TA391	
TOTAL Due From Other Funds	**147**		**0**
TOTAL Assets and Deferred Outflows of Resources	**147**		**19**

(TA) AGENCY

Balance Sheet

Code Description	2014	EdpCode	2015
Due To Other Funds		TA630	19
TOTAL Due To Other Funds	**0**		**19**
Other Funds (specify)	147	TA85	
TOTAL Agency Liabilities	**147**		**0**
TOTAL Liabilities	**147**		**19**
TOTAL Liabilities, Deferred Inflows And Fund Balance	**147**		**19**

(W) GENERAL LONG-TERM DEBT

Balance Sheet

Code Description	2014	EdpCode	2015
Assets			
Total Non-Current Govt Liabilities	2,325,141	W129	2,249,075
TOTAL Provision To Be Made In Future Budgets	**2,325,141**		**2,249,075**
TOTAL Assets and Deferred Outflows of Resources	**2,325,141**		**2,249,075**

(W) GENERAL LONG-TERM DEBT

Balance Sheet

Code Description	2014	EdpCode	2015
Other Post Employment Benefits	42,206	W683	49,144
Compensated Absences	347,934	W687	339,931
TOTAL Other Liabilities	**390,141**		**389,075**
Bonds Payable	1,935,000	W628	1,860,000
TOTAL Bond And Long Term Liabilities	**1,935,000**		**1,860,000**
TOTAL Liabilities	**2,325,141**		**2,249,075**
TOTAL Liabilities	**2,325,141**		**2,249,075**

Office of the State Comptroller

VILLAGE OF Brockport
Statement of Indebtedness
For the Fiscal Year Ending 2015

11/2/2015

County of: Monroe

Municipal Code: 260481900560

First Year	Debt Code	Description	Cops Flag	Comp Flag	Date of Issue	Date of Maturity	Int. Rate	Var?	Amt. Orig. Issued	O/S Beg. of Year	Paid Dur. Year	Redeemed Bond Proc.	Prior Yr. Adjust.	Accreted Interest	O/S End of Year
2012	BOND E	Water Portion of $2,150,000			05/15/2011	11/15/2030	4.15%			$748,047	$28,845	$0	($3,846)		$715,356
2011	BOND N	Sewer Portion of $2,150,000			05/15/2011	11/15/2030	4.15%	Y	$2,150,000	$1,186,953	$46,155	$0	$3,846		$1,144,644
Total for Type/Exempt Status - Sums Issued Amts only made in AFR Year									$0	$1,935,000	$75,000	$0	$0	$0	$1,860,000
AFR Year Total for All Debt Types - Sums Issued Amts only made in AFR Year									$0	$1,935,000	$75,000	$0	$0	$0	$1,860,000

VILLAGE OF Brockport
Schedule of Time Deposits and Investments
For the Fiscal Year Ending 2015

	EDP Code	Amount
CASH:		
On Hand	9Z2001	$440.00
Demand Deposits	9Z2011	$3,674,369.35
Time Deposits	9Z2021	$0.00
Total		$3,674,809.35
COLLATERAL:		
- FDIC Insurance	9Z2014	$250,000.00
Collateralized with securities held in possession of municipality or its agent	9Z2014A	$3,629,003.54
Total		$3,879,003.54
INVESTMENTS:		
- Securities (450)		
Book Value (cost)	9Z4501	$0.00
Market Value at Balance Sheet Date	9Z4502	$0.00
Collateralized with securities held in possession of municipality or its agent	9Z4504A	$0.00
- Repurchase Agreements (451)		
Book Value (cost)	9Z4511	$0.00
Market Value at Balance Sheet Date	9Z4512	$0.00
Collateralized with securities held in possession of municipality or its agent	9Z4514A	$0.00

VILLAGE OF Brockport
Bank Reconciliation
For the Fiscal Year Ending 2015

Include All Checking, Savings and C.D. Accounts

Bank Account Number	Bank Balance	Add: Deposit In Transit	Less: Outstanding Checks	Adjusted Bank Balance
*****-6948	$1,755	$0	$1,736	$19
*****-3039	$21,696	$0	$0	$21,696
*****-0211	$25,673	$0	$0	$25,673
*****-5269	$35,816	$0	$0	$35,816
*****-5285	$1	$0	$0	$1
*****-2617	$30,899	$0	$0	$30,899
*****-4451	$1	$0	$0	$1
*****-4568	$574,546	$0	$0	$574,546
*****-6304	$2,967,449	$0	$0	$2,967,449
*****-1827	$8,174	$0	$0	$8,174
*****-2397	($1)	$0	$0	($1)
*****-1402	$10,094	$0	$0	$10,094

Total Adjusted Bank Balance			$3,674,367
Petty Cash			$440.00
Adjustments			$.00
Total Cash	9ZCASH	*	$3,674,807
Total Cash Balance All Funds	9ZCASHB	*	$3,674,809

* Must be equal

VILLAGE OF Brockport
Local Government Questionnaire
For the Fiscal Year Ending 2015

		Response
1)	Does your municipality have a written procurement policy?	Yes
2)	Have the financial statements for your municipality been independently audited?	No
	If not, are you planning on having an audit conducted?	Yes
3)	Does your local government participate in an insurance pool with other local governments?	Yes
4)	Does your local government participate in an investment pool with other local governments?	No
5)	Does your municipality have a Length of Service Award Program (LOSAP) for volunteer firefighters?	No
6)	Does your municipality have a Capital Plan?	Yes
7)	Has your municipality prepared and documented a risk assessment plan?	No
	If yes, has your municipality used the results to design the system of internal controls?	
8)	Have you had a change in chief executive or chief fiscal officer during the last year?	No
9)	Has your Local Government adopted an investment policy as required by General Municipal Law, Section 39?	Yes

VILLAGE OF Brockport
Employee and Retiree Benefits
For the Fiscal Year Ending 2015

	Total Full Time Employees:	31			
	Total Part Time Employees:	21			
Account Code	**Description**	**Total Expenditures (All Funds)**	**# of Full Time Employees**	**# of Part Time Employees**	**# of Retirees**
90108	State Retirement System	$177,931.60	17	2	
90158	Police and Fire Retirement	$204,505.00	14		
90258	Local Pension Fund	$0.00			
90308	Social Security	$185,229.87	31	21	
90408	Worker's Compensation Insurance	$134,572.27	31	21	
90458	Life Insurance	$7,124.05	31		
90508	Unemployment Insurance	$0.00			
90558	Disability Insurance	$6,619.60	31		
90608	Hospital and Medical (Dental) Insurance	$468,085.62	31		32
90708	Union Welfare Benefits	$0.00			
90858	Supplemental Benefit Payment to Disabled Fire Fighters	$0.00			
91890	Other Employee Benefits	$0.00			
	Total	**$1,184,068.01**			
Computed Total From Financial Section (comparative purposes only)		**$1,184,068.01**			

VILLAGE OF Brockport
Energy Costs and Consumption
For the Fiscal Year Ending 2015

Energy Type	Total Expenditures	Total Volume	Units Of Measure	Alternative Units Of Measure
Gasoline	$68,542	18,020	gallons	
Diesel Fuel	$21,428	6,870	gallons	
Fuel Oil	$3,244	1,185	gallons	
Natural Gas	$28,755	32,550	cubic feet	
Electricity	$151,400	68,700	kilowatt-hours	
Coal			tons	

VILLAGE OF Brockport
Schedule of Other Post Employment Benefits (OPEB)
For the Fiscal Year Ending 2015

Annual OPEB Cost and Net OPEB Obligation

1. Type of Other Post Employment Benefits Plan	Agent Multiple-Employer Defined Benefits
2. Annual Required Contribution(ARC)	$322,554.00
3. Interest on Net OPEB Obligation	$0.00
4. Adjustment to Annual Required Contribution	$0.00
5. Annual OPEB Expense	$322,554.00
6. Less: Actual Contribution Made	$251,444.00
7. Increase in Net OPEB Obligation	$71,110.00
8. Net OPEB Obligation - beginning of year	$73,180.00
9. Net OPEB Obligation - end of year	$144,290.00
10. Total Other Post Employment Benefits as reported in Accounts 683 in Financial Section, Current Fiscal Year	$49,144.44
11. Percentage of Annual OPEB Cost Contributed (Actual Contribution Made/Annual OPEB Cost)	77.95%

Funded Status and Funding Process

12. Actuarial Accrued Liability(AAL)	$6,773,867.00
13. Less: Actuarial Value of Plan Assets	$0.00
14. Unfunded Actuarial Accrued Liability(UAAL)	$6,773,867.00
15. Funded Ratio(Actuarial Value of Plan Assets/AAL)	0.0000
16. Annual Covered Payroll (of active employees covered by the plan)	$2,050,000.00
17. UAAL as Percentage of Annual Covered Payroll	330.43%

Other OPEB Information

18. Date of most recent actuarial valuation	05/31/2011
19. Actuarial method used	Aggregate
20. Assumed rate of return on investments discount rate	1.45%
21. Amortization period of UAAL(in years)	30.00

(A) GENERAL

Adjustment Reason

Account Code A8015 Audit

(FX) WATER

Adjustment Reason

Account Code FX8012 Audit

Account Code FX8015 Audit

Brockport Police Department

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2015

Third Quarter Report

Respectfully submitted by,

Daniel P. Varrenti
Chief of Police

Third Quarter 2015

Calls for service - 5,275

TOTAL ARRESTS - 531

Vehicle and Traffic Arrests - 409
Aggravated Blood Alcohol Content - 1
Aggravated Unlicensed Operation of Motor Vehicle 2nd - 3
Aggravated Unlicensed Operation of Motor Vehicle 3rd - 19
Blood Alcohol Content More that .08% - 8
Display Forged/Fictious Inspection Sticker - 1
Driving Out of Class - 1
Driving While Intoxicated - 8
Driving While License Suspended/Revoked - 2
Driving Without Lights - 3
Drove Across Hazard Markings - 4
Excessive Noise - 2
Excessive Window Tint - 3
Fail to Change Address - 5
Fail to Dim Lights - 3
Fail to Keep Right - 1
Fail to Maintain Lane - 1
Fail to Obey Traffic Control Device - 2
Fail to Signal Turn - 3
Fail to Wear Seat Belt - 4
Fail to Yield Right of Way - 1
Fail to Yield to a Pedestrian - 2
Fail to Yield in Traffic Circle - 1
Following to Close - 2
Hand Held Use of Cell Phone - 4
Improper Plates - 1
Improper Signal - 2
Inadequate Lights - 35
Interfered With Safe Operation - 2
Misuse of Dealer Plates - 1
More Than One Registration Sticker - 2
No Plate - 6
Obstructed Plate - 7
Obstructed View - 11

Pass Red Light - 1
Pass Stop Sign - 11
Possess Forged License - 1
Refuse Pre-Screen - 1
Speed - 109
Speed Not Reasonable or Prudent - 2
Texting While Driving - 36
Uninspected Motor Vehicle - 25
Uninsured Motor Vehicle - 8
Unlicensed Operator - 29
Unregistered Motor Vehicle - 16
Unsafe Lane Change - 2
Unsafe Start - 3
Unsafe Turn - 1
Unsupervised Permit Holder - 1
Use of Forged License - 1
Wrong Way on a One Way Street - 11

Criminal and Violation Arrests - 55
Assault - 3
Attempted Assault - 1
Burglary - 1
Criminal Contempt - 1
Criminal Mischief - 2
Criminal Possession of a Controlled Substance - 1
Criminal Possession of a Forged Instrument - 1
Criminal Possession of Stolen Property 2
Criminal Possession of a Weapon - 1
Disorderly Conduct - 5
Harassment - 4
Menacing - 2
Mental Hygiene Arrest - 16
Obsturcting Governmental Administration - 4
Petit Larceny - 3
Resisting Arrest - 1
Trespass - 2
Unlawful Possession of an Alcoholic Beverage - 2
Unlawful Possession of Marijuana - 3

Bench Warrant Arrests - 6

Village Ordinance Arrests - 61
Disorderly Conduct - 3
Disorderly House - 7
Littering - 8
Open Container - 34
Prohibited Noise - 9

General Reports
Assault - 8
Burglary - 9
Contempt of Court - 4
Criminal Mischief - 23
Criminal Possession of a Controlled Substance - 1
Criminal Possession of a Forged Instrument - 1
Criminal Possession of Stolen Property - 2
Criminal Possession of a Weapon - 1
Criminal Sexual Act - 1
Criminal Trespass - 2
Custodial Interference- 1
Death Investigation - 2
Disorderly Conduct - 6
Falsifying Business Records - 1
Family Trouble/Domestic - 33
Grand Larceny - 11
Harassment - 19
Identity Theft - 4
Issuing False Financial Statement - 1
Making Graffiti - 1
Menacing - 2
Mental - 1
Miscellaneous - 11
Missing Person - 10
Obstructing Governmental Administration - 2
Open Container - 1
Personal Injury - 4
Petit Larceny - 23
Property Damage - 1
Rape - 2
Robbery - 3
Trespass - 1
Unlawful Imprisonment - 1
Unlawful Possession of an Alcoholic Beverage - 2
Unlawful Possession of Marijuana - 3

Motor Vehicle Accidents - 37

Parking Tickets - 411

Assist Other Agencies - 5

Third Quarter Report Highlights

Crime Trend Highlights:

- All weekly media releases are attached to this report.

Miscellaneous

- Synopsis: During this quarter the Brockport Police Department, responded to 5,275 calls for service, made 55 criminal and violation arrests, 8 DWI arrests, took 23 criminal mischief reports, 33 family trouble reports, 9 burglary reports, 11 grand larceny reports, and a number of other reports. In addition Brockport Police made 409 Vehicle and Traffic arrests that included 109 speeding tickets, 22 aggravated unlicensed operation tickets, 25 un-inspected motor vehicle tickets, 411 parking tickets, 61 village ordinance arrests and took 37 Motor Vehicle Accidents.

Brockport Police Department

One Clinton Street
Brockport, N.Y. 14420

Daniel P. Varrenti
Chief of Police

Dispatch: Dial 911
Administration/Records:
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(585) 637-1016 fax

Weekly Media Release

June 29th, 2015 through July 5th, 2015

June 30th, 2015

Theft of Service: *An unknown person drove away from a North Main Street gas station after pumping gas without rendering payment.*

July 3rd, 2015

Arrest: *Police arrested Terrance T. Rowe Jr, 18 years old of Brockport, New York on a warrant for the Misdemeanor charge of Second degree Obstruction of Governmental Administration. Rowe is due to appear in Brockport Village Court.*

Arrest: *Police arrested Lynaya A. Griffin, 20 years old of Rochester, New York on the Misdemeanor charge of Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Griffin is due to appear in Brockport Village Court.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 273 calls for service from June 29th, 2015 through July 5th, 2015 with 10,237 calls to date.

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Weekly Media Release

July 6th, 2015 through July 12th, 2015

July 6th, 2015

Arrest: *Police arrested Dylan C. Brown, 23 years old of Brockport, New York on the Misdemeanor traffic charge of Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Brown is due to appear in Brockport Village Court.*

July 8th, 2015

Arrest: *Police arrested Shane W. Hegeman, 27 years old of LeRoy, New York on the Misdemeanor charges of Driving While Intoxicated along with other traffic related offenses. Hegeman is due to appear in Brockport Village Court.*

July 9th, 2015

Arrest: *Police arrested Richard P. Gilson, 50 years old of Brockport, New York on the Misdemeanor traffic charges of Aggravated Driving While Intoxicated along with other traffic related offenses. Gilson is due to appear in Brockport Village Court.*

July 10th, 2015

Arrest: *Police arrested Erin E. Hills, 26 years old of Holley, New York on the Misdemeanor traffic charge of Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Hills is due to appear in Brockport Village Court.*

July 12th, 2015

Arrest: *Police arrested Corey J. Laucht, 19 years old of Hilton, New York on the Misdemeanor traffic charge of Third degree Aggravated Unlicensed Operator along with other traffic related offenses.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 323 calls for service from July 6th, 2015 through July 12th, 2015 with 10,560 calls to date.

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Weekly Media Release

July 13th, 2015 through July 19th, 2015

July 19th, 2015

Criminal Trespass: *A Holley Street resident reported that several unknown persons entered their home.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 375 calls for service from July 13th, 2015 through July 19th, 2015 with 10,935 calls to date.

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Weekly Media Release

July 20th, 2015 through July 26th, 2015

July 22nd, 2015

Arrest: *Carl A. Karpenko, 62 years old of Brockport, New York was arrested on the Misdemeanor traffic charges of Third degree Aggravated Unlicensed Operator and Operating a Motor Vehicle with a Suspended Registration along with other traffic related offenses. Karpenko is due to appear in Brockport Village Court.*

July 24th, 2015

Arrest: *Melissa M. Stornelli, 30 years old of Albion, New York was arrested on the Misdemeanor traffic charge of Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Stornelli is due to appear in Brockport Village Court.*

July 26th, 2015

Arrest: *Deago L. Suiter, 24 years old of Brockport, New York was arrested on the Misdemeanor traffic charges of Second and Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Suiter is due to appear in Brockport Village Court.*

Arrest: *Ernest Stewart Jr., 24 years old of Rochester, New York was arrested on the Misdemeanor traffic charge of Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Stewart Jr. is due to appear in Brockport Village Court.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 368 calls for service from July 20th, 2015 through July 26th, 2015 with 11,303 calls to date.

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Weekly Media Release

July 27th, 2015 through August 2nd, 2015

July 27th, 2015

Larceny: *An Anitas Lane resident reported that their green metal row boat was stolen.*

July 28th, 2015

Arrest: *Police arrested Debra J. Gliszczynski, 53 years old of Rochester, New York was arrested on a warrant for the Misdemeanor traffic charge of Driving While Impaired by Drugs along with other traffic related offenses. Gliszczynski is due to appear in Brockport Village Court.*

August 1st, 2015

Criminal Mischief: *A citizen reported that an unknown person boarded their boat while docked on the canal and damaged a screen window in the late evening.*

Burglary: *A Clark Street resident report that an unknown person entered their garage and stole a purse sometime in the afternoon.*

Larceny: *A citizen reported that their cell phone was stolen from a picnic table by the welcome center sometime in the late afternoon.*

August 2nd, 2015

Arrest: *Police arrested James R. Soccio, 34 years old of Batavia, New York was arrested on the Misdemeanor traffic charges of Driving While Intoxicated and Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Soccio is due to appear in Brockport Village Court.*

Arrest: *Police arrested Michael H. Taylor, 20 years old of Brockport, New York was arrested on a warrant for the Misdemeanor charge of Fourth degree Criminal Mischief. Taylor is due to appear in Brockport Village Court.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 415 calls for service from July 27th, 2015 through August 2nd, 2015 with 11,718 calls to date.

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Weekly Media Release

August 3rd, 2015 through August 9th, 2015

August 4th, 2015

Robbery: *A Main Street resident reported that two males took his black Apple Ipod "Nano" from his person in the late afternoon.*

August 5th, 2015

Larceny: *A Main Street business reported that an unknown male left their establishment without rendering payment for several beverages.*

Larceny: *A West Avenue resident reported that their black Garmin G.P.S. was stolen from inside of their vehicle sometime overnight.*

Larceny: *A West Avenue resident reported that their phone charger and cord were stolen from inside of their vehicle sometime overnight.*

Assault: *Police responded to Main Street for the report of a fight in the early afternoon where police discovered shortly thereafter that a male had been stabbed.*

August 8th, 2015

Making Graffiti: *A Main Street business employee reported the discovery of graffiti on their building occurring sometime in the early morning hours.*

Burglary: *A Monroe Avenue resident reported that entered their home and took a gold Apple Iphone 6 sometime in the early afternoon.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 359 calls for service from August 3rd, 2015 through August 9th, 2015 with 12,077 calls to date.

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Weekly Media Release

August 10th, 2015 through August 16th, 2015

August 13th, 2015

Property Damage: *A Main Street resident reported that an unknown person damaged the bumper of their vehicle sometime overnight.*

August 14th, 2015

Arrest: *Police arrested Henrey C. Wilson, 35 years old of Kendall, New York on the Misdemeanor traffic charges of Second and Third degree Aggravated Unlicensed Operator along with other traffic related offenses. Wilson is due to appear in Brockport Village Court.*

August 15th, 2015

Burglary / Grand Larceny: *A High Street resident reported that an unknown person entered their home and took a purse and Apple Ipad sometime overnight.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 402 calls for service from August 10th, 2015 through August 16th, 2015 with 12,479 calls to date.

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Weekly Media Release

August 17th, 2015 through August 23rd, 2015

August 17th, 2015

Arrest: *Police arrested Valerie A. Harty-Butler, 37 years old of Hilton, New York on the Misdemeanor traffic offense of Third Degree Aggravated Unlicensed Operator along with other traffic related offenses. Harty-Butler is due to appear in Brockport Village Court.*

August 20th, 2015

Arrest: *Police arrested Tramane M. Wilder, 20 years old of Brockport, New York on the Misdemeanor charges of Second Degree Menacing and Fourth Degree Criminal Possession of a Weapon stemming from an altercation. Wilder is due to appear in Brockport Village Court.*

August 21st, 2015

Property Damage: *Brockport Middle School staff report that an unknown person damaged a football goal post on the school's property.*

August 22nd, 2015

Arrest: *Police arrested Brendan W. Kinsella, 21 years old of Webster, New York on the Misdemeanor charge of Fourth Degree Criminal Mischief. Kinsella is due to appear in Brockport Village Court.*

August 23rd, 2015

Burglary: *A Carolin Drive resident reported that an unknown person entered their home and stole a Garmin G.P.S. along with cash and other items.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 475 calls for service from August 17th, 2015 through August 23rd, 2015 with 12,954 calls to date.

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Weekly Media Release

August 24th, 2015 through August 30th, 2015

August 24th, 2015

Robbery: *A North Main Street resident reported that an unknown person forcibly stole their skateboard from them during the early afternoon.*

August 27th, 2015

Arrest: *Police arrested Ashley C. Allen, 28 years old of Hamlin, New York on the Misdemeanor traffic charges of Driving While Intoxicated along with other traffic related offenses. Allen is due to appear in Brockport Village Court.*

August 27th, 2015

Larceny: *A Main Street employee reported that several hundred dollars have been taken from their business over a period of time.*

August 29th, 2015

Arrest: *Police arrested Robert L. Breeze III, 24 years old of Rochester, New York on the Misdemeanor traffic charges of Driving While Intoxicated along with other traffic related offenses. Breeze is due to appear in Brockport Village Court.*

August 30th, 2015

Arrest: *Police arrested Marinela M. Kandt, 20 years old of Hamlin, New York on the Misdemeanor traffic charges of Driving While Intoxicated along with other traffic related offenses. Kandt is due to appear in Brockport Village Court.*

Assault: *A Lincoln Street resident reported that they were punched in the face while on Main Street by an unknown person during a fight.*

Arrest: *Police arrested Theodore G. Mosher, 30 years old of Brockport, New York on the Misdemeanor traffic charge of Third Degree Aggravated Unlicensed Operator. Mosher is due to appear in Brockport Village Court.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 547 calls for service from August 24th, 2015 through August 30th, 2015 with 13,501 calls to date.

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Weekly Media Release

August 31st, 2015 through September 6th, 2015

August 31st, 2015

Arrest: *Police arrested Mathew P. Parker, 25 years old of Medina, New York on the Misdemeanor charge of Fifth Degree Criminal Possession of Stolen Property. Parker is due to appear in Brockport Village Court.*

Grand Larceny: *A citizen reported that their purse was stolen from an unknown person while at a Merchant Street establishment sometime in the early morning hours.*

September 1st, 2015

Arrest: *Police arrested Michael R. Freeman, 23 years old of Batavia, New York on a warrant for the Misdemeanor charge of Driving While Intoxicated. Freeman is due to appear in Brockport Village Court.*

September 3rd, 2015

Arrest: *Police arrested Jerami Reyes, 17 years old of Bronx, New York on the Misdemeanor charges of Third Degree Assault and Second Degree Obstruction of Governmental Administration along with other related charges. Reyes is due to appear in Brockport Village Court.*

September 4th, 2015

Criminal Trespass: *A North Main Street resident reported that three males pushed him through the door of an apartment, causing damage to the door frame.*

Arrest: *Police arrested Andrew L. Coley, 17 years old of Brockport, New York on a warrant for the Felony charge of Second Degree Burglary and Misdemeanor charge of Petit Larceny. Coley was remanded to the Monroe County Jail.*

September 6th, 2015

Robbery: *Police were called to the area of Main Street and Monroe Avenue for the report of an unconscious male where police received information that the victim had been punched by an unknown male.*

Assault: *Police were called to the area of Main Street and Market Street for the report of an unconscious male where police received information that the victim had been punched by an unknown male.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 480 calls for service from August 31st, 2015 through September 6th, 2015 with 13,981 calls to date.

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Weekly Media Release
September 7th, 2015 through September 13th, 2015

September 7th, 2015
Petit Larceny: *A citizen reported that a 4'x8' Peddlers Market Candle Light Christmas Sign was stolen by an unknown person from the Morgan Manning house sometime in the early morning hours.*

Criminal Mischief 4th: *A citizen reported that a rock was thrown through their 4"x10" glass window by an unknown person in the evening hours.*

September 9th, 2015
Property Damage & Petit Larceny: *A citizen reports that their mountain bike was stolen within the last week. A cut bike lock was also located at the scene.*

September 10th, 2015
Arrest: *Police arrested Pamela R. Brownell, 57 years old of Brockport, New York on the Misdemeanor charge of Petit Larceny. Brownell is due to appear in Brockport Village Court.*

September 11th, 2015
Arrest: *Police arrested Waleed N. Alotaibi, 31 years old of Pittsford, New York on Misdemeanor charges of Third Degree Aggravated Unlicensed Operation along with other traffic related offenses. Alotaibi is due to appear in Brockport Village Court.*

Arrest: *Police arrested Justin H. Tyler, 21 years old of Cicero, New York on Misdemeanor charges of Second Degree Menacing. Tyler is due to appear in Brockport Village Court.*

Arrest: *Police arrested Nicholas O. Jumpp, 26 years old of Rochester, New York for the Misdemeanor traffic charges of Driving While Intoxicated and Third Degree Aggravated Unlicensed Operation along with other traffic related offenses. Jumpp is due to appear in Brockport Village Court.*

September 12th, 2015
Arrest: *Police arrested Bernard J. Adorino, 18 years old of Rome, New York for the Misdemeanor charge of Third Degree Criminal Possession of a Forged Instrument along with other related charges. Adorino is due to appear in Brockport Village Court.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 378 calls for service from September 7th, 2015 through September 13th, 2015 with 14,359 calls to date.

Brockport Police Department

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Daniel P. Varrenti
Chief of Police

Dispatch: Dial 911
Administration/Records:
(585) 637-1020
(585) 637-1016 fax

Weekly Media Release
September 14th, 2015 through September 20th, 2015

September 14th, 2015
Larceny: *An East Avenue resident reported that their lawn signs were stolen from their front yard sometime overnight.*

September 16th, 2015
Arrest: *Police arrested Christopher A. Avery, 23 years old of Brockport, New York was arrested on the Misdemeanor traffic charges of Driving While Intoxicated along with other traffic related offenses. Avery is due to appear in Brockport Village Court.*

September 17th, 2015
Arrest: *Police arrested Deago L. Suiter, 24 years old of Albany, New York on a warrant for the Misdemeanor traffic charges of Second and Third Degree Aggravated Unlicensed Operator along with other traffic related charges. Suiter is due to appear in Brockport Village Court.*

September 18th, 2015
Robbery / Burglary: *Two male's entered a Holley Street residence armed with a shotgun and stole a wallet and a cell phone.*

September 20th, 2015
Arrest: *Police arrested Geoffrey P. Jamele, 21 years old of Brockport, New York on the Misdemeanor charge of Seventh Degree Criminal Possession of a Controlled Substance along with other related charges. Jamele is due to appear in Brockport Village Court.*

Property Damage: *An Erie Street resident reported that an unknown person damaged the doors and trunk of their vehicle sometime in the late morning or early afternoon.*

Burglary: *A High Street resident reported that an unknown person entered their home and stole a Playstation 4 sometime during the day.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 401 calls for service from September 14th, 2015 through September 20th, 2015 with 14,760 calls to date.

Brockport Police Department

One Clinton Street
Brockport, N.Y. 14420

Daniel P. Varrenti
Chief of Police

Dispatch: Dial 911
Administration/Records:
(585) 637-1020
(585) 637-1016 fax

Weekly Media Release
September 21st, 2015 through September 27th, 2015

September 24th, 2015

Arrest: *Police arrested Thomas P. Rosignolo, 29 years old of Rochester, New York on the Misdemeanor charge of Second Degree Criminal Contempt. Rosignolo is due to appear in Brockport Village Court.*

September 26th, 2015

Assault: *Police were called to the "Brockport Crossings" apartments for an assault where a victim was found to have been rendered temporarily unconscious. Investigation is on going.*

September 27th, 2015

Arrest: *Police arrested Jarius A. Ponder, 22 years old of Rochester, New York on the Misdemeanor traffic charge of Third Degree Aggravated Unlicensed Operator along with other traffic related offenses. Ponder is due to appear in Brockport Village Court.*

Arrest: *Police arrested Christopher W. Laurer, 40 years old of Rochester, New York on the Misdemeanor traffic charge of Third Degree Aggravated Unlicensed Operator along with other traffic related offenses. Laurer is due to appear in Brockport Village Court.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 402 calls for service from September 21st, 2015 through September 27th, 2015 with 15,162 calls to date.

Brockport Police Department

One Clinton Street
Brockport, N.Y. 14420

Daniel P. Varrenti
Chief of Police

Dispatch: Dial 911
Administration/Records:
(585) 637-1020
(585) 637-1016 fax

Weekly Media Release
September 28th, 2015 through October 4th, 2015

October 1st, 2015
Arrest: *Police arrested Bryan M. Ihnatiuk, 36 years old of Hamlin, New York was arrested on a warrant for the Misdemeanor traffic charges of Second and Third Degree Aggravated Unlicensed Operator along with other traffic related offenses. Ihnatiuk is due to appear in Brockport Village Court.*

October 2nd, 2015
Arrest: *Keith L. Shaner, 51 years old of Brockport, New York was arrested on the Felony traffic charges of Driving While Intoxicated along with other traffic related offenses. Shaner is due to appear in Brockport Village Court.*

As always, any requests for comment or questions regarding this release should be directed to Chief Daniel P. Varrenti at (585) 637-1020 during regular business hours.

The Brockport Police responded to 353 calls for service from September 28th, 2015 through October 4th, 2015 with 15,515 calls to date.

Dept. of Public Works

Memo

To: Mayor Blackman

From: Supt. Harry Donahue

Date: October 29th, 2015

Re: NYCOM Public Works school

Below you will see my summary of the Public Works school that I attended earlier this week. It was put on by NYCOM and held at the Otesaga Hotel in Cooperstown N.Y. The conference started on Monday October 26th, 2015 and ended on Wednesday October 29th, 2015

On Monday, October 26th sessions I attended included:

Show me the money – Funding for your Water infrastructure projects. The speaker was Cheryle Webber & Carole Sitterly. They gave us details on how to apply for low interest loans and grants available through NYS Environmental Facilities Corp. They also summarized programmatic changes coming for 2016. Overall this session was very informative.

The New petroleum Bulk Storage Regulations. This session's speaker was Russ Brauksieck Section Chief, Facility Compliance Section of the NYSDEC. He reviewed with us the new requirements and modifications to our Petroleum Bulk Storage tanks. Although a lot of this session was on underground storage tanks (of which we do not have any of) there was still some informative information regarding tanks and pumps. A lot of what he touched on we already have a policy in place such as our monthly tank inspections and our spill kits.

Work Zones are you really protected. This session, the guest speaker was Ken Swan retired from the NYSDOT and currently a consultant & instructor from the Cornell Local Roads program. Although I have sat through his classes in the past it is a great refresher regarding work zone set ups. It covers everything from proper signs to proper cones, including correct distances based up your traffic volumes and speeds. My employees participate in at least one of these classes annually put on by our insurance carrier. One thing covered in this session was something that we seldom think about, pedestrian foot traffic in a work zone. This session covered this topic and the proper way to set up a pedestrian detour.

Final session for the day was on ***EAB (Emerald Ash Borer) & Electrical safety requirements around trees***. Guest speaker was Brian Skinner from National Grid Senior Arborist of the Central Division. He covered how dangerous challenges are going to get in dealing with both diseased and dead ash trees. The huge impact it will have on our tree removal budgets as well. Fortunately for us we only have a handful of Ash trees here in the Village, mostly in Corbett Park. The other topic of discussion was on safety working around and over electrical lines.

On Tuesday October 27th sessions attended included:

Identifying & preventing Inflow & Infiltration in Manholes. The speaker for this course was Robin Wolf from Cretex Speciality Products. She gave us an overview of the newest products approved and available to us. These products included the newest risers to install on Manholes to true and level them as well as a way to seal them so water does not get through them. We do not have any manholes with problems of ground water getting into them on the top half. However we may consider using these products in the future to adjust manholes to finish grade.

Sewage Pollution Right to Know. (SPRTK). Steven Grimm, a Wastewater technician from NYS Rural Water was the guest speaker. His discussion was around the new registration and reporting requirements of any sewer overflows. He also had some updates on new requirements that the DEC is in the process of drafting on Sanitary Sewer issues. He also reported to us that the DEC is also working on an asset management program that every municipality will be required to do and get to the DEC. To date we are in compliance with the SPRTK act.

A "How to" Guide to shared services. The speaker was Adam Thumen, Research Unit Division of Local Gov't & School Accountability NYS comptroller office. He discussed with us how to explore shared services and cooperative opportunities. He explained how to establish cooperative ventures. He also presented recommended practices and where to get help if anyone starts the practice. Most importantly he showed us where we could obtain Inter municipal agreement templates to build off. This will come in handy if the board wishes to continue a joint purchase with the Town on the excavator I have been recently exploring.

On Wednesday, October 28th, morning session included:

CHIP's (Consolidated Highway Improvement Program) Update. The speaker was Diane Kenneally from Office of Integrated Modal Services NYS Dept. of Transportation. In this session she covered highlights of the CHIP's program. As you may or may not know our local share of funding covers highway projects which have a 10 year life associated with them. During her talk she included the new requirements for applying for and obtaining reimbursement. She talked about the ADA requirements, and program controls. I found this course extremely helpful in fulfilling our requirements for filing for reimbursements.

During our meals I had the pleasure to sit with other colleagues to discuss and problem solve issues that we all have encountered at one time or another in the Public Works field. Vendors also had booth space set up in a separate room. I visited many of those booths in the free time and discussed with them equipment and up to date techniques of modern day practices related to Public Works.

I am very thankful to both the Mayor & Board for allowing me the opportunity to attend this very informative school. If anyone has any questions regarding the sessions that I attended I would be glad to discuss it with them.

Sincerely, Harry

DRAFT

VILLAGE OF BROCKPORT
HOLIDAY SCHEDULE
June 1, 2016 – May 31, 2017

To be adopted by Village Board

To be distributed to employees & posted to Village website

Employees: refer to Employee Handbook or Union contract regarding pay eligibility.

HOLIDAY	**OBSERVED ON**
Independence Day:	Monday, July 4, 2016
Labor Day:	Monday, September 5, 2016
Columbus Day:	Monday, October 10, 2016
Veterans Day:	Friday, November 11, 2016
Thanksgiving Day:	Thursday, November 24, 2016
Day after Thanksgiving:	Friday, November 25, 2016
Christmas Day:	Monday, December 26, 2016 (Stetson: Sunday, 12/25/16)
New Year's Day:	Monday, January 2, 2017 (Stetson: Sunday, 1/1/17)
Martin Luther King Day:	Monday, January 16, 2017
Presidents Day:	Monday, February 20, 2017
Good Friday:	Friday, April 14, 2017
Memorial Day:	Monday, May 29, 2017

+ 3 FLOATING HOLIDAYS per employee groups:

Non-Union/Non-Contract:

1) Tuesday, July 5, 2016
2) Friday, September 2, 2016
3) Friday, May 26, 2017

CSEA (DPW) & Non-Union/Non-Contract DPW Management:

1) Friday, July 1, 2016
2) Friday, September 2, 2016
3) Friday, May 26, 2017

Stetson Club (Police):

1) Tuesday, July 5, 2016
2) Saturday, December 24, 2016
3) Saturday, December 31, 2016

CHATFIELD ENGINEERS, P.C. • 2800 Dewey Avenue • Rochester, New York 14616
(585) 227-6040 • Fax (585) 227-4233

October 28, 2015

CE Proposal #15-479

RECEIVED
NOV - 3 2015
VILLAGE OF BROCKPORT

Mayor Margaret Blackman and
Village Board Members
Village of Brockport
49 State Street
Brockport, New York 14420

RE: Village of Brockport
Idlewood Drive Water Main Relining
Engineering Services Proposal

Dear Margaret and Village Board Members:

We are pleased to provide a proposal for Engineering Services for the Village of Brockport Idlewood Drive Water Main Relining.

The project is located along Idlewood Drive as well as south of the houses along West Avenue to the west of Idlewood Drive. The project involves the relining of approximately 900 linear feet of the existing water main.

The Engineering Services to be provided by Chatfield Engineers includes the following:

1. Preliminary Phase

a. Attend meetings with the Village, as necessary

b. Review design parameters.

2. Surveying

a. We will utilize aerial photographs and existing Village mapping, and provide supplemental field surveying as necessary for preparation of Plans for completion of the project.

b. Perform field edit of mapping.

3. Design Phase

a. Preparation of Plans in accordance with the Project Scope.

b. Preparation of Material Specifications.

c. Coordination and Meetings with the Village and any other involved parties as required.

d. Preparation of Final Construction Cost Estimate.

e. Quality Control/Quality Assurance.

f. Coordination and Administration throughout project, as required.

4. Permits and Approvals

a. Coordinate and complete the SEQR process.

b. Submission to the Monroe County Health Department for Approval.

5. Bidding Phase

a. Coordinate and prepare bid documents.

b. Answer bidder's questions.

c. Prepare addenda as necessary.

d. Attend pre-bid meeting and bid opening.

e. Review bidder's qualifications and proposal.

f. Prepare the Contract Agreements.

6. Construction Phase

a. Witness water main pressure testing.

b. Certification of Completed Works for Health Department.

7. Resident Representative

a. Have a resident project representative on site during construction.

Items not included in this proposal are as follows:

1. Permit fees, license fees, and laboratory testing fees.

2. Printing of Documents (plans and specifications) for approval process and bidding process.

3. Preparation of Temporary and/or Permanent Easements (to be completed by the Village Attorney). Chatfield Engineers, P.C. will prepare maps and descriptions of the easements, for the Village Attorney's use.

The Summary of Proposed Engineering Fees for the entire project is provided as follows:

1.	Preliminary Phase Services	= $ 224
2.	Surveying	= $ 1,560
3.	Design Phase Services	= $ 3,288
4.	Permits and Approval Phase	= $ 488
5.	Bidding Phase	= $ 1,364
6.	Construction Phase	= $ 568
7.	Resident Representative	= $ 1,056
	Lump Sum Amount (Items 1 through 7)	**= $ 8,568**

We have attached to this letter, a breakdown of our estimated man-hours for each task along with the associated Engineering Fees, for your use.

Items 1 through 7 listed above will each be billed on a lump sum basis, at the percentage of completion each month.

Upon your review, should you have any questions or concerns, please contact me at your convenience. Upon your approval please return one (1) signed copy of this proposal.

Sincerely,

Scott D. Mattison

Enc.
cc (by email only):
Harry Donahue, Superintendent of Public Works

Acceptance of Proposal By:_____ **Date:**_____

Village of Brockport Idlewood Drive Water Main Relining Project Estimated Manhours
October 28, 2015

Task	Project Manager	Project Engineer	Technician
1. Preliminary Phase			
Meetings with Village, Etc.	1	1	0
Review Design Parameters	0	1	0
Sub-Total =	**1**	**2**	**0**
2. Surveying			
Basemapping	0	5	10
Field Edit Mapping	0	5	5
Sub-Total =	**0**	**10**	**15**
3. Design Phase			
Preparation of Detailed Plans (5)	0	6	30
Preparation of Material Specifications	0	3	0
Meetings with Village	0	2	0
Preparation of Final Cost Estimate	0	1	0
Quality Control	1	2	2
Coordination & Administration	1	4	0
Sub-Total =	**2**	**18**	**32**
4. Permits and Approvals			
SEQR Environmental Review	1	2	0
Monroe Co. Health Department Approvals	1	2	0
Sub-Total =	**2**	**4**	**0**
5. Bidding Phase			
Coordination and Bidding	1	4	0
Answer Bidder's Questions	1	1	0
Prepare Addenda	1	1	0
Attend Pre-Bid Meeting	0	1	0
Attend Bid Opening	0	1	0
Review Bidder's Qualifications & Proposal	1	2	0
Prepare Contractor Agreements	1	2	0
Sub-Total =	**5**	**12**	**0**
6. Construction Phase Engineering			
Water Main Testing & Coordination	0	2	4
Health Department Certification	2	0	0
Sub-Total =	**2**	**2**	**4**
7. Resident Representative			
Construction Inspection	0	0	16
Sub-Total =	**0**	**0**	**16**

Village of Brockport Idlewood Drive Water Main Relining Project Estimated Manhours
October 28, 2015

Task	Hours	Hourly Rate	Total Amount
1. Preliminary Phase			
Project Manager	1	$100.00	$100.00
Project Engineer	2	$72.00	$144.00
		Sub-Total Amount =	**$244.00**
2. Surveying			
Project Manager	0	$100.00	$0.00
Project Engineer	10	$72.00	$720.00
Technician	15	$56.00	$840.00
		Sub-Total Amount =	**$1,560.00**
3. Design Phase			
Project Manager	2	$100.00	$200.00
Project Engineer	18	$72.00	$1,296.00
Technician	32	$56.00	$1,792.00
		Sub-Total Amount =	**$3,288.00**
4. Permits and Approvals			
Project Manager	2	$100.00	$200.00
Project Engineer	4	$72.00	$288.00
		Sub-Total Amount =	**$488.00**
5. Bidding Phase			
Project Manager	5	$100.00	$500.00
Project Engineer	12	$72.00	$864.00
		Sub-Total Amount =	**$1,364.00**
6. Construction Phase			
Project Manager	2	$100.00	$200.00
Project Engineer	2	$72.00	$144.00
Technician	4	$56.00	$224.00
		Sub-Total Amount =	**$568.00**
7. Resident Representative			
Project Manager	0	$100.00	$0.00
Project Engineer	0	$72.00	$0.00
Technician	16	$66.00	$1,056.00
		Sub-Total Amount =	**$1,056.00**
		Total Amount =	**$8,568.00**

AGREEMENT

This agreement, effective as of December 1, 2013, or upon execution by both parties, by and between the VILLAGE BOARD TRUSTEES OF THE VILLAGE OF BROCKPORT, Monroe County, New York, (the "Village") with offices at 49 State Street, Brockport, New York 14420, and the BROCKPORT FIRE DISTRICT, a New York fire district, having an office at 38 Market Street, Brockport New York 14420 in the Village of Brockport, Monroe County, New York (District).

WITNESSETH:

WHEREAS, the District and the Village wish to enter into this municipal cooperative agreement in the spirit of cooperation, and in an attempt to cut costs and share equipment and facilities, and

WHEREAS, the District owns and/or operates property located in the Village, including at 38 Market Street, Brockport, New York, and

WHEREAS, the Village, as one of its governmental functions provides snow removal and snow plowing to its municipal facilities, and

WHEREAS, inherent in such responsibility the Village maintains the necessary equipment to carry out such functions and the Village has the equipment to plow, salt, and remove excessive accumulations of snow and/or ice, which equipment is available at, during and after snowfalls, and

WHEREAS , the District in its capacity in providing fire and emergency service to its constituents, which include the village residents, is in need of accessibility to the facilities and buildings that store its fire equipment on a 24 hour, 7 day a week basis, and

WHEREAS, such accessibility is crucial to an adequate response to an emergency anticipated and expected from its constituents, and

WHEREAS , as one of its obligations to the Village, as set forth in the deed from the Village to the District, the District must make some parking spaces in the Market Street parking facility available for public parking, and

WHEREAS, the Village plows village properties located adjacent to and in close proximity to the property of the District;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and in accordance with the New York State General Municipal Law, Article 5-G, the parties herein do covenant and agree as follows:

SNOWPLOWING

1. The Village will remove snow and/or ice at the District properties in the Village of Brockport located at 38 Market Street, Brockport, New York, 191 West Avenue, Brockport, New York, and the Capen Hose Company No. 4 Property (subject to the Village's receipt of a lease between the Fire District and the Capen Hose Company No. 4) at 237 South Main Street, Brockport New York, when there is an

accumulation of snow on the properties of the District, as necessary to keep the parking lots of the properties open for use by the public and Fire District personnel.

2. The Village will plow and/or de-ice ramps, the parking lot and driveway at said sites during and after snow storms and will push back the heavy accumulation of snow on the site using its own equipment and when necessary remove such snow from the property.
3. The Village will not be responsible for the restoration of pavements, or turf damage because of the Village's work.
4. To the extent as reasonably possible, the Village will render such services at times commensurate with the Village's removal of snow or de-icing on its own facilities.
5. The District will not be required to notify the Village when the District needs the Village's services. The Village will schedule the services, taking into account the District's needs. It is anticipated that when the Village will plow and/or de-ice ramps, the parking lot and driveways of its own facility, that it will do the same on the district properties.
6. The consideration exchanged for this service shall be $1,000.00 and the Village will provide these services under the authority of §119-o of the General Municipal Law.
7. The District waives all damages against the Village and hereby indemnifies and agrees to hold harmless the Village from all liability and damages, including attorney's fees, that the Village may incur due to the service to be rendered by the Village to the District.

GENERAL PROVISIONS

8. This Agreement shall commence on December 1, 2013, or upon execution by both the District and Village, and shall terminate on the 30th day of November, 2015.
9. Either party may terminate this Agreement, with or without cause, upon written notice to the other party.
10. At least ninety (90) days before the end of the term of the Agreement, this agreement may be renewed for an additional agreed upon term, not to exceed five years, by giving written notice to the other party of its intention to renew this agreement . The terms and conditions of this Agreement shall remain the same unless otherwise amended in writing.
11. The Village and the District agree to comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the terms of this agreement.
12. This Agreement contains the entire agreement between the parties and may be modified or assigned only in writing signed by duly authorized representatives of both parties. This Agreement is binding on the parties, their successors, legal representatives and assigns. Any provision of this Agreement

prohibited by law will be deemed amended to conform to such law without in any way invalidating or affecting the remaining provisions.

13. If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.
14. This Agreement will be deemed to have been made in and will be construed in accordance with the laws of the State of New York.
15. Any notice required to be given to either party will be written and sent to The District or Village addresses shown on page one, by either registered or certified mail.
16. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and will not become effective and binding upon the District or Village until accepted and executed by the authorized signatory as set forth in the respective resolutions of the Brockport Fire District Board of Fire Commissioners and the Village of Brockport Board of Trustees.

IN WITNESS WHEREOF, the parties herein have executed the foregoing Agreement, pursuant to resolutions of the Brockport Fire District Board of Fire Commissioners and the Village of Brockport Board of Trustees.

Dated:

Brockport District Fire District

By: James P. Sauberan

Chairman Board of Fire Commissioners

Dated:

Village of Brockport

By: M B Blackman

Margaret Blackman, Mayor

STATE OF NEW YORK)

COUNTY OF MONROE) ss:

On 10/24, 2013, before me, the undersigned, personally appeared JAMES SHUBERT personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument pursuant to resolution of the Board of Fire Commissioners of the Brockport Fire District, dated 10/7.

Notary Public

LESLIE ANN MORELLI
Notary Public, State of New York
Monroe County, #01MO5074316
Term Exp. 3-10-15

STATE OF NEW YORK)

COUNTY OF MONROE) ss:

On 10/24, 2013, before me, the undersigned, personally appeared Margaret Blackman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument pursuant to the resolution of the Village of Brockport Board of Trustees, dated 10/21/13.

Notary Public

LESLIE ANN MORELLI
Notary Public, State of New York
Monroe County, #01MO5074316
Term Exp. 3-10-15

Draft Version #7, revised 6/18/14 by R.Duff, 6/23/14 by CRC, 8/21/14, 2/23/15 and 3/25/15 by A.Appleby with Attorney Comments, 6/23/15 by CRC, Final revisions by Parks Committee 11/09/15
Submitted to Art Appleby, 12/27/13, by Hanny Heyen/Sandi Henschel, Village Parks Committee

Chapter
PARKS

HISTORY: Adopted by the Board of Trustees of the Village of Brockport (Date)

GENERAL REFERENCES

Alcoholic Beverages — Ch. 4
Amusement, Games — Ch. 3
Animals — Ch. 5
Berms, fences, hedges, screens, plantings — Ch. 6
Building construction code — Ch. 10
Firearms, fireworks and explosives — Ch. 18
Flood damage prevention — Ch.20
Garbage and refuse — Ch. 21
Local law hearings — Ch. 28.
Noise — Ch. 55
Parking – Ch. 34
Peace and good order — Ch. 35
Peddling and solicitation — Ch. 23
Signs and billboards — Ch. 43
Streets and sidewalks — Ch. 45.
Trailers and trailer camps — Ch. 51
Trees and vegetation — Ch. 46
Vehicles and traffic — Ch. 54
Zoning — Ch. 58.
Code Enforcement — Ch. 59.

ARTICLE I

[Adopted: Date:]

§. ##.# Title; purpose; definitions.
This code shall be known and may be cited as the "Parks Law of the Village of Brockport."

Purpose
This ordinance shall apply to all parks owned, operated, licensed, used or otherwise under the control or supervision of the Village of Brockport at the time of enactment or in the future. These provisions are enacted to:

1. Establish the policies, regulations and standards on public parks within the Village of Brockport
2. Maintain, protect and preserve the parks through safe practices of removal and replacement of equipment.

3. Establish and maintain appropriate parks for various ages and diversified activities.

§ ##.# **Definitions**

Park – An area owned or used by the Village of Brockport devoted to active or passive recreation such as a playfield, playground, tot lot, multipurpose area, ball field, tennis court, basketball area and all other open space area in the Village devoted to active or passive leisure. This includes the grounds, buildings thereon, waters therein and any other property necessary for the operation thereof and constituting a part thereof which is now or may hereafter be maintained, operated and controlled by the Village of Brockport for public recreation purposes.

##.# **Village Parks**

There are nine (9) parks within the Village:

1. Barry Street Park: between the residences of 56 & 74 Barry Street and Lyman Street
2. Corbett Park: SW corner of Clark and Smith Streets; borders the Erie Canal on the south
3. Evergreen Park: between the residences of 207 & 215 Evergreen Road; the Erie Canal on the south
4. Harvester Park: between Water Street and Park Avenue; the Erie Canal & Market Street
5. Havenwood Park: between the residences of 47 & 51 Havenwood Drive
6. Monika Andrews Children's Playground: corner of Holley and Utica Streets
7. Remembrance Park: Triangle area near the intersection of Park Avenue & High Street
8. Sagawa Park: Corner of Main and Erie Streets
9. South Avenue Park: between 52 South Avenue & Winston Woods Apartments' driveway

§ ##-# **Parks Committee**

A) Membership; The Parks Committee shall consist of not fewer than 5 no more than 9 members appointed by the mayor subject to the approval of the Village Board. All members shall be residents of the village. Members shall serve for staggered terms of 4 years and without compensation. If a vacancy shall occur during the term of a member his or her successor shall be appointed by the mayor subject to the approval of the Village Board to complete the unexpired portion of the term in which the vacancy occurred. The mayor, subject to the approval of the Village Board, shall also have the power to remove any member of the Parks Committee.

B) Organization; Members of the Parks Committee shall annually select a chair, a vice-chair and a recording secretary, each to serve a one-year term. This action will coincide with the Village Board's organizational meeting in early July. The board shall adopt rules and regulations concerning its governance and operation. A quorum is necessary for conducting business.

C) Meetings & Surveys; The Parks Committee will:
   1) Meet as needed.
   2) In May and October members will survey parks as to needs, work to be done, and/or to report unsafe conditions. A summary report will be sent to the Village Board and the Superintendent of Public Works after each survey identifying any hazards including necessary replacements and repairs and maintenance concerns.

D) Authorization and Duties; The Parks Committee is an advisory committee to the Village Board and shall be authorized to fulfill the following duties:

1) Coordinate, recommend and implement the care, maintenance and oversight of all the village's public parks and playgrounds; regularly communicating with the DPW on all matters regarding village parks, including development of new parks;
2) Inform and educate the public about the village parks.
3) Make budget recommendations to the Village Board for park needs, expenses and purchase of equipment and play structures.
4) Together with the village, apply for grants related to the maintenance, operation, and purchase of equipment.
5) Submit an annual report to the Village Board detailing the parks committee's accomplishments for the year, educational outreach, activities coordinated with other committees and boards, etc.
6) Review village policies, resolutions and Local Laws impacting parks.

##.# **Park Operating Policy** / General Regulations

A. Hours- Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year. The hours of operation for parks shall be from sunrise to sunset.

B. Closed areas- Any section or any part of any park may be declared closed to the public by the Village at any time and for any interval of time, either temporarily or at regular and stated intervals, daily or otherwise and either entirely or merely to certain uses, as the Village shall find reasonably necessary.

C. Tobacco Use – The Village of Brockport has designated all parks to be "Tobacco-Free."

D. Fees For Use – The Village does not charge residents for use of its parks but it may charge non-residents for the use of special recreational facilities such as tennis courts or pavilions.

E. Park Signage - Signs should be located where they can easily be seen by park users. The text should be limited to what is necessary and should be supplemented by graphics that are universally understood. Signs should include the name of the park, rules and regulations and be effectively designed in a clear legible manner on material that is durable and resistant to the elements and graffiti.

F. Parking in Public Parks –

1. No person shall park a motor vehicle or trailer in any public parks owned and so designated by the Village of Brockport, including parking lots appurtenant thereto, between sunset and sunrise.

2. No person shall park any motor vehicle or trailer in a public park unless such person is at that time using the park facilities during permitted times.

3. Vehicles parked in violation of this section shall be subject to the penalties described in §34-9 & 34-10 of this code.

G. Prohibited Acts - The following acts are prohibited and no person shall:

1. Willfully mark, deface, disfigure, injure, tamper with, displace, or remove any buildings, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or part or appurtenances thereto, signs, notices or placards, whether temporary or permanent, monuments, stakes or posts.

2. Damage, transplant or remove any shrub or tree or cause damage to plants or grass areas so as to impair the natural beauty or usefulness of any area except for performance of routine maintenance.
3. Leave or dump any material of any kind in a public park. All items that are carried into a public park, such as food, containers or cooking materials and all refuse, ashes and garbage must be carried out of the parks.
4. Cause pollution of any waterway or stream or interfere with the conservation of the natural resources of a park or endanger the health of visitors to any park.
5. Operate any bicycle, skateboard or other kind of personal conveyance on any road, path, parking area, building, or equipment within a park.
6. Park or drive any motor vehicle or motorcycle within a park, except in places designated for such purposes.
   (a) No motorized vehicles may be operated off the roadway or parking lots in any park.
   (b) No person shall land any aircraft, including gliders, balloons or engage in stunt flying or parachute landing or fly or land any remote controlled aircraft in any park.
7. Illegal gambling.
8. Bring into or keep in a park any animal that is destructive of wildlife, or bring into a park any animal that is not leashed or otherwise restrained in accordance with local law.
9. No person in custody or control of an animal shall allow said animal to discharge any fecal matter on any park property unless the person in custody or control of said animal immediately and fully removes and disposes of the feces.
10. Possess or carry any firecrackers or fireworks without a permit from the Village of Brockport.
11. Except for police officers, possess any firearms, illicit drugs or other dangerous instruments.

##.# Enforcement

Any police agency of competent jurisdiction and the Code Enforcement Officer shall have authority to enforce the provisions of this chapter.

§ ##.# Complaints

The Superintendent of the Department of Public Works shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with this local law or any other local law or ordinance or regulation adopted for administration and enforcement of the Parks' codes. The process for responding to a complaint shall include the following steps as the Superintendent at his discretion may deem to be appropriate:

1. Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
2. Utilizing the Village of Brockport Police and/or the Code Enforcement Officer to carry out enforcement proceedings as deemed appropriate in violation of this Local Law or Law(s) of the Village of Brockport

§ ##.# Validity

A. Conflict with other ordinances. In any case where a provision of this code is found to be in conflict with a provision of any law of this municipality, the County of Monroe or the State of New York, the provision which establishes the higher standard for the promotion and the protection of the safety and health of the people shall prevail. In any case where a provision of this code is found to be in conflict with a provision of any other ordinance of the code of this municipality existing on the effective date of this article which establishes a lower standard for the promotion and protection of the safety and health of the people, the provisions of this article shall prevail.

B. Nothing in this code shall be deemed to abolish or impair existing remedies of the municipality or its officers or agencies relating to the parks and playgrounds when existing conditions are deemed to be dangerous, unsafe or unhealthy.

C. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this code shall be declared invalid for any reason whatsoever such decision shall not affect the remaining portions of this code, which shall continue in full force and effect, and to this end the provisions of this code are hereby declared to be severable.

D. Saving clause. This code shall not affect violations of any other ordinance, code or regulation of the municipality existing prior to the effective date hereof and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

§ ##.# **Effective Date**

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.