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, December 21, 2015 7:00pm

Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:** none
- **GUESTS:** none
- **CERTIFICATES & PROCLAMATIONS:**
  - Retirement proclamation – Officer Brian Winant
- **PUBLIC HEARINGS:**
  - Proposed Local Law #2 of 2015 – adding a Parks chapter to 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 – 12/7/15
  - 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 11/30/15
    - Budget Amendments & Transfers
    - RFP – auditing services – proposals due by 2pm 1/14/16
  - Building / Zoning / Code Enforcement – BI/CEO David J. Miller, Jr.
    -
  - Police – Police Chief Daniel P. Varrenti
    -
  - Public Works – Superintendent Harry G. Donahue
    -
  - Village Attorney – Daniel J. Mastrella, Esq.
    -
- **PERSONNEL ITEMS:**
  - Appoint to fill vacancy on the Seymour Library Board
  - Appoint to fill Planning Board member vacancy on the Housing Task Force
  - Appoint to fill vacancy on the Historic Preservation Board
  - Appoint to fill employee vacancy on the Ethics Board
  - Notice of remaining Board/Committee vacancies
- **OLD or NEW BUSINESS:**
  - Approve & authorize Mayor to sign 2016 Amendatory agreement – All Seasons County/Village work
  - Approve & authorize Mayor to sign County CDBG re West Ave water main replacement project phase II
  - Declare surplus & authorize advertising on Auctions International - 1999 310SE John Deere, 2003 Crown Victoria, 1 gasoline pump, 1 diesel pump, metal shop cabinets w/ bins, light bar, 6 military generators
  - Grants:
    - Awarded $3,000 – Preservation League of NYS – TAG – museum handicap accessibility study
    - Awarded $75,000 – NYSCC CFA Canalway Grant Program - rowing / canal development project
    - Award amended – Livingston Arts Council grant from $2,000 to $3,899 – gateway mural project
    - Denied – GBDC application to M&T - gateway mural project
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
    -
  - Trustee/Deputy Mayor William G. Andrews
    -
  - Trustee Valerie A. Ciciotti (excused)
    -
  - Trustee Katherine J. Kristansen
    -
  - Trustee John D. LaPierre
    -
- **EXECUTIVE SESSION (if needed)**
- **ADJOURNMENT**
- **Upcoming:**

  Village Hall closed: 12:30pm Thursday, 12/24, Friday, 12/25 & 12:30pm Thursday, 12/31, Friday, 1/1 for holidays
  Village Board meeting: 7pm Monday, 1/4
  Village Hall closed: Monday, 1/18 for holiday
  Village Board work session: 1/25 (with Treasurer & Department Heads re budget)

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.

PROCLAMATION

WHEREAS; Brian C. Winant was employed by the Village of Brockport Police Department as a Police Officer since September 8, 1998 as a transfer from the Alleghany County Sheriff's Department; and

WHEREAS; he worked on behalf of the people of the Village of Brockport, enforcing our laws and safeguarding lives; and

WHEREAS; he represented the members of the union as President of the Stetson Club; and

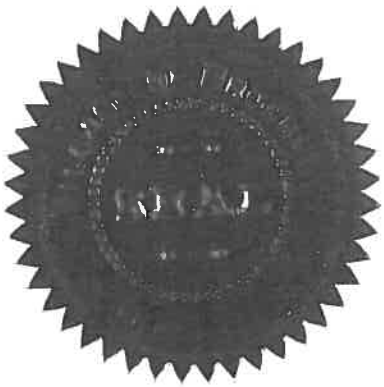
WHEREAS; he was often first to coordinate donations and give back to the Brockport community; and

WHEREAS; he coordinated an annual blood drive, the Hometown Heroes Banners Program and the Holiday of Lights Parade; and

WHEREAS; December 9th, 2015 marked the occasion of his retirement;

NOW, THEREFORE, I, Margaret B. Blackman, by virtue of the authority vested in me as Mayor, and on behalf of the Village Board, do hereby tender this certificate of recognition, and congratulate Brian C. Winant on his retirement and encourage all our citizens to extend to him their best wishes.

IN WITNESS WHEREOF, on December 21, 2015 we have here unto set our hands and caused the Corporate Seal of the Village of Brockport to be affixed.



Margaret B. Blackman, Mayor

William G. Andrews, Trustee/Deputy Mayor

Katherine J. Kristansen, Trustee

John D. LaPierre, Trustee

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, December 21, 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 adding a Parks chapter to the Brockport Village Code.

Text of the proposed local law is available for public inspection during normal business hours at the Village Clerk's office and is on the Village website at www.brockportny.org.

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: 11/17/15

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

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.

Statement of Revenues

General Fund

Date: 12/16/2015
Time: 2:28:05PM

Statement of Actual & Estimated Revenue

User: DAN
Page: 1

Village of Brockport
For Period Ending 11/30/2015
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	41.61	7,089.22	4,910.78	59.08
A1120.0000 County Sales Tax	1,550,000.00	429,544.09	565,070.89	984,929.11	36.46
A1130.0000 Utility Gross Receipts Tax	75,000.00	220.84	31,715.96	43,284.04	42.29
A1170.0000 Franchise Tax	75,000.00			75,000.00	
A1230.0000 Clerk/Treasurer Fees	1,250.00	60.00	1,160.75	89.25	92.86
A1520.0000 Police Fees	500.00	45.00	210.00	290.00	42.00
A1560.0000 Safety Inspections	15,000.00	6,250.00	23,502.75	8,502.75-	156.69
A1710.0000 Public Works Services	3,000.00	303.56	2,596.14	403.86	86.54
A1789.0000 Docking Fees	3,000.00		4,296.56	1,296.56-	143.22
A2089.0000 Farmers Market Fees	2,500.00		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	135.00	463.00	137.00	77.17
A2389.3000 Monroe County - DWI	13,064.00	1,111.68	5,619.49	7,444.51	43.02
A2389.8000 Monroe Ctny-CD Block Grants		1,277.27	36,342.37	36,342.37-	
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	86.31	518.18	3,481.82	12.95
A2401.1000 Int Earned-Spec Reserves		6.92	14.66	14.66-	
A2401.3000 Interest & Earnings- Asset Forfeiture		0.76	3.10	3.10-	
A2545.0000 Bus / Occupation License	40,000.00	3,050.00	51,452.50	11,452.50-	128.63
A2590.0000 Permits	5,000.00	65.00	1,165.00	3,835.00	23.30
A2610.0000 Fines & Forfeitures	100,000.00	295.00	27,534.00	72,466.00	27.53
A2650.0000 Scrap Sales	1,000.00	206.81	967.81	32.19	96.78
A2655.0000 Minor Sales	3,500.00			3,500.00	
A2655.0001 Minor Sales - Museum (Adopt A Picture)		1,070.00	2,025.00	2,025.00-	
A2680.0000 Insurance Recoveries	6,500.00		294.80	6,205.20	4.54
A2690.0000 Other Comp - Reimbursement	2,500.00	6,861.92	6,861.92	4,361.92-	274.48
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 11/30/2015
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	15,183.48	15,239.77	14,739.77-	3047.95
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		4,080.04	130,574.34	130,574.34-	
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			19,785.55	19,785.55-	
A9999.0000					
Acct for Exp.Transfers		9,983.37	9,983.37	9,983.37-	
Total for Fund: A (Fund - A)	**5,142,387.00**	**479,878.66**	**1,025,418.43**	**4,116,968.57**	**19.94**
Report Totals	**5,142,387.00**	**479,878.66**	**1,025,418.43**	**4,116,968.57**	**19.94**

Statement of Expenditures

General Fund

Date: 12/16/2015

Time: 2:25:30PM

Statement of Expenditures, Encumbrances & Appropriations

User: DAN

Village of Brockport

For Period Ending 11/30/2015

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	2,296.00	6,888.00			6,889.00	50.00
A1010.4000 Trustees-Contractual Expenses	35,000.00	8,500.00	25,614.24			9,385.76	73.18
A1010.4030 Trustees-Conference Exp	2,300.00	40.83-	6.33-			2,306.33	0.28-
A1010.4031 Publications	1,500.00	1,090.00	1,789.41			289.41-	119.29
A1010.4090 Trustees-Miscellaneous	250.00					250.00	
A1110.1000 Court - Personnel Services	66,049.00	7,592.63	31,726.87			34,322.13	48.04
A1110.2000 Court - Equipment	500.00		133.23			366.77	26.65
A1110.4000 Court - Contractual Services	4,200.00	1,753.37	3,931.12			268.88	93.60
A1110.4010 Court - Bldg. Renovations	1,200.00		1,162.19			37.81	96.85
A1110.4060 Court - Postage	900.00		606.04			293.96	67.34
A1210.1000 Mayor-Personal Services	9,867.00	1,644.50	4,933.50			4,933.50	50.00
A1210.4000 Mayor-Contractual Expenses	100.00					100.00	
A1210.4010 Mayor-Telephone	1,500.00	131.54	792.58			707.42	52.84
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	9,515.09	63,793.68			78,334.32	44.88
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	328.84	2,319.44			5,680.56	28.99
A1325.4020 Clrk/Treas-Office Supplies	4,500.00	464.98	2,042.02		488.38	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 11/30/2015

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		780.80	895.59	90.57
Clrk/Treas-Membership Fees A1325.4060	700.00		165.00			535.00	23.57
Clrk/Treas-Postage A1325.4070	5,000.00	551.46	4,757.79		340.36	98.15-	101.96
Clrk/Treas-Copier Expenses A1325.4080	5,000.00	238.00	1,482.35			3,517.65	29.65
Clrk/Treas-Payroll Expense A1325.4090	4,250.00	668.07	2,377.51			1,872.49	55.94
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	160.89	160.89			49.11	76.61
Elections-Supplies A1490.1000	300.00					300.00	
Pub Wrks Admin-Total Personal Ser A1490.4020	130,139.00	6,352.86	47,572.80			82,566.20	36.56
Pub Wrks Admin-Conference Exp A1490.4030	300.00		255.00			45.00	85.00
Office Supplies/Postage A1490.4040	900.00	61.99	337.23			562.77	37.47
Permits, Licenses, Fees A1490.4090	300.00		194.00			106.00	64.67
Pub Wrks Admin-Miscellaneous A1620.4020	500.00	10.95	10.95			489.05	2.19
Natural Gas-DPW A1620.4021	6,000.00	497.94	662.33			5,337.67	11.04
Bldgs-Gas 1 Clinton Street A1620.4022	1,500.00	109.04	232.95			1,267.05	15.53
Bldgs-Gas 49 State Street	2,000.00	176.95	357.63			1,642.37	17.88

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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	522.67	1,950.19			4,349.81	30.96
A1620.4031 Bldgs-Electric-1 Clinton Street	10,000.00	1,042.08	4,322.10			5,677.90	43.22
A1620.4032 Bldgs-Electric-49 State Street	6,000.00	492.71	1,900.68			4,099.32	31.68
A1620.4034 Elec- Main St Sign	420.00	21.55	85.56			334.44	20.37
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	22.02	2,126.07			1,923.93	52.50
A1620.4052 Bldgs-Janitor Supplies-State Street	4,500.00	607.64-	1,089.40			3,410.60	24.21
A1620.4060 Bldgs-Repair Items	30,000.00	53.99	29,856.54			143.46	99.52
A1620.4070 Telephone - DPW	1,800.00	111.61	559.14			1,240.86	31.06
A1620.4090 Bldgs-Miscellaneous	3,710.00	148.20	3,032.49			677.51	81.74
A1640.4000 Central Garage- Contractual Expens	1,750.00		58.80			1,691.20	3.36
A1640.4010 Fasteners	1,000.00	42.26	69.83			930.17	6.98
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	170.70	837.10			2,037.90	29.12
A1640.4061 Oil Expeditures (Not Fuel Oil)	500.00		297.33			202.67	59.47
A1640.4070 Shop Supplies	2,500.00	42.48	386.48			2,113.52	15.46
A1640.4080 Hydraulic Supplies	500.00					500.00	
A1640.4090 Miscellaneous	4,925.00	423.58	1,826.65			3,098.35	37.09
A1670.4000							

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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	648.36	2,011.64-			3,511.64	134.11-
IT Hardware Software A1680.4000	2,500.00					2,500.00	
IT Hardware Software A1910.4000	12,500.00	850.00	10,623.80			1,876.20	84.99
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	76,540.00					76,540.00	
Police-Total Personal Services A3120.1040	1,139,784.00	104,004.90	529,744.83			610,039.17	46.48
Police-Crossing Guards A3120.1055	13,137.00					13,137.00	
Police-Secretaries P/T A3120.1060	55,329.00	4,364.80	28,188.80			27,140.20	50.95
Overtime A3120.2010	55,000.00	15,489.99	49,798.97			5,201.03	90.54
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	765.99	11,027.12		86.98	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	633.64	5,050.97			149.03	97.13
Police-Office Supplies/Postage A3120.4030	3,500.00	677.02	1,588.91		35.28	1,875.81	46.41
Police-Fleet Maintenance A3120.4031	3,300.00	542.95	2,091.17		402.55	806.28	75.57
Police-Fleet Repairs A3120.4032	1,500.00		205.47			1,294.53	13.70
Police-Fleet Supplies & Equip	7,500.00	492.50-	6,502.98			997.02	86.71

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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		6,172.66			8,827.34	41.15
A3120.4060 Police-Maintenance Contracts	3,125.00		3,105.07			19.93	99.36
A3120.4065 Office Equip Lease/Rental	7,400.00	614.25	2,795.69			4,604.31	37.78
A3120.4080 Police-Quarter Master Unit	6,000.00	817.55	2,252.09		2,599.11	1,148.80	80.85
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		570.00	3,694.14	16.04
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	1,395.00	1,536.86			2,663.14	36.59
A3120.4155 Police- STOP DWI	13,064.00	1,211.88	2,760.47			10,303.53	21.13
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							

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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	8,068.95	52,898.04			55,137.96	48.96
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	132.59	797.18			702.82	53.15
Training A3620.4030	3,500.00	178.65	1,754.88			1,745.12	50.14
Safety Insp-Computer Supplies A3620.4040	500.00					500.00	
Fuel A3620.4050	1,800.00		243.65			1,556.35	13.54
Association Dues A3620.4080	350.00	140.00	188.00			162.00	53.71
Safety Insp-Uniforms A3620.4090	1,800.00		70.00		965.70	764.30	57.54
Miscellaneous A3620.4200	1,800.00	430.00	956.50			843.50	53.14
Postage A3620.4210	1,400.00		1,306.25			93.75	93.30
Vehicle Maintenance A4540.4000	450.00					450.00	
Ambulance-Total Contractual Expen A5110.1000		30.00-	30.00-			30.00	
Str Maint-Total Personal Services A5110.1001	450,282.00	41,718.90	257,843.34			192,438.66	57.26
Streets O/T A5110.1060	19,570.00					19,570.00	
Str Maint-Overtime	35,535.00	2,299.15	11,431.70			24,103.30	32.17

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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
A5110.2080 Str Maint-Other Equip-Over $10,000	90,250.00		63,306.55			26,943.45	70.15
A5110.4000 Str Maint-Total Contractual Expense	100.00					100.00	
A5110.4010 Str Maint-Telephone	1,500.00	161.09	937.00			563.00	62.47
A5110.4041 Str Maint-Diesel Fuel	25,000.00		231.58-			25,231.58	0.93-
A5110.4042 Str Maint-Regular Fuel	19,000.00	3,960.06	11,311.10		12,193.60	4,504.70-	123.71
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	1,739.52	31,647.96			48,352.04	39.56
A5110.4080 Str Maint-Uniforms	4,725.00	1,941.69	3,374.44		81.00	1,269.56	73.13
A5110.4085 Str Maint-Shoes/Boots	1,500.00		922.00			578.00	61.47
A5110.4090 Str Maint-Miscellaneous	4,800.00	1,465.55	3,337.97			1,462.03	69.54
A5110.4100 Str Maint-Equipment Parts	5,800.00		2,676.73		1,302.35	1,820.92	68.60
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	23.37	23.37			476.63	4.67
A5110.4180 Str Maint-Training/Travel	200.00	1,400.01	1,400.01			1,200.01-	700.01
A5110.4190 Str Maint-Grass Seed	500.00		339.92			160.08	67.98
A5110.4200							

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Str Maint-Publications A5110.4210	150.00		69.54			80.46	46.36
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	129,791.00	7,109.04	129,741.06			49.94	99.96
Snow Plowing-Equipment-Plows A5142.4010	7,000.00					7,000.00	
Snow Plowing-Salt A5142.4015	32,350.00		1,008.00			31,342.00	3.12
Snow Plowing-Deicer A5142.4030	6,000.00				449.25	5,550.75	7.49
Snow Plowing-Plow Parts A5142.4090	3,000.00	732.71	1,980.71		121.10	898.19	70.06
Snow Plowing-Contractual Expenses A5182.4010	200.00					200.00	
Street Lighting-Electricity A5182.4030	92,000.00	19,085.94	52,077.01			39,922.99	56.61
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	650.00	31.20	625.85			24.15	96.28
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	6,000.00	665.71	4,972.68		1,018.10	9.22	99.85

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ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A6520.4000							
Farmer's Mkt Manager	2,500.00		2,420.90			79.10	96.84
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	2,600.00	179.08	1,074.48		1,521.00	4.52	99.83
A7140.4000							
Parks & Playgrounds-Totals Contrac	1,400.00		165.45			1,234.55	11.82
A7140.4010							
Parks/Playgrounds-Equipment Repai	500.00		111.86			388.14	22.37
A7140.4020							
Parks/Playgrounds-Maintenance Sup	4,000.00	3.30	2,062.21			1,937.79	51.56
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	195,728.00	3,500.00	195,501.21			226.79	99.88
A7450.4000							
Museum-Contractual Expenses	2,500.00	1,227.42	1,925.84		0.12	574.04	77.04
A7450.4010							
Museum - Adopt A Picture Expenses	1,585.00	100.00	1,585.00				100.00
A7470.4000							
New York State Main St. Grant - Bl	167,100.00	49,327.50	60,814.50			106,285.50	36.39
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	12,934.00	750.00	12,870.70			63.30	99.51
A7550.4040							
Celebrations-Special Events	1,400.00	12.00-	298.00			1,102.00	21.29
A7550.4050							
Celebratioons-Electric	600.00	25.09	96.63			503.37	16.11
A7550.4080							

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Sagawa Park Grant for Mural A7550.4090	3,000.00		3,000.00				100.00
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	458.66	2,052.30			4,653.70	30.60
Planning Board-Total Contractual Ex A8020.4300	500.00					500.00	
Planning Board-Publications A8120.4010	200.00		24.57			175.43	12.29
Sanitary Sewer-Truck Parts A8140.400M	500.00	460.91	460.91			39.09	92.18
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	344.02	2,064.12			1,885.88	52.26
Refuse Collection-Brush Pick-up A8160.4040	600.00	128.00	256.00			344.00	42.67
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	500.00					500.00	
Str Cleaning-Sweeper parts A8170.4090	4,000.00	152.05	2,036.46			1,963.54	50.91
Str Cleaning-Miscellaneous	250.00					250.00	

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A8189.4000 Sanitation-Landfill Monitoring	8,000.00	1,913.00	1,913.00		6,087.00		100.00
A8189.4002 Sanitation-Landfill-Testing	10,600.00		7,891.00			2,709.00	74.44
A8560.4000 Shade Trees-Contractual Expenses (	4,500.00	4,000.00	4,480.00			20.00	99.56
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	164,944.00	164,944.00			53,134.00	75.64
A9015.8000 Police Retirement System Payments	261,461.00	261,200.00	261,200.00			261.00	99.90
A9030.8000 Social Security	172,256.00	15,268.34	82,700.53			89,555.47	48.01
A9040.8000 Workers Compensation	125,000.00		55,247.00			69,753.00	44.20
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	437,500.00	1,518.73-	211,683.16			225,816.84	48.38
A9061.8000 HRA	148,500.00	15,048.37	57,298.05			91,201.95	38.58
A9070.8000 Dental Insurance	61,500.00	349.20-	34,583.83			26,916.17	56.23
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)	**5,443,216.00**	**784,518.25**	**2,930,069.10**	**0.00**	**41,959.38**	**2,471,187.52**	**54.60**
Report totals	**5,443,216.00**	**784,518.25**	**2,930,069.10**	**0.00**	**41,959.38**	**2,471,187.52**	**54.60**

Statement of Revenues

Water Fund

Date: 12/16/2015
Time: 2:30:50PM

Statement of Actual & Estimated Revenue

User: DAN

Village of Brockport
For Period Ending 11/30/2015
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	53,421.95	316,640.18	283,359.82	52.77
F2141.0000					
Meter Water Sales O/G	505,000.00	41,832.62	211,908.08	293,091.92	41.96
F2144.0000					
Water Service Charges	8,000.00		1,393.00	6,607.00	17.41
F2148.0000					
Interest & Penalties	7,550.00	1,089.03	5,558.12	1,991.88	73.62
F2401.0000					
Interest & Earnings	1,000.00	12.51	135.04	864.96	13.50
F2401.1000					
Int Earned-Spec Reserves	250.00		5.11	244.89	2.04
F9999.1000					
C/S Misc for Reclassification			2,132.83	2,132.83-	
Total for Fund: F (Fund - F)	**1,121,800.00**	**96,356.11**	**537,772.36**	**584,027.64**	**47.94**
Report Totals	**1,121,800.00**	**96,356.11**	**537,772.36**	**584,027.64**	**47.94**

Statement of Expenditures

Water Fund

Date: 12/16/2015

Time: 2:26:00PM

Statement of Expenditures, Encumbrances & Appropriations

User: DAN

Village of Brockport

For Period Ending 11/30/2015

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	
F8310.1000							
Water-Supervision		8,874.40	8,874.40			8,874.40-	
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		1,055.99			944.01	52.80
F8320.4000							
Water Purchases	460,000.00	44,775.16	252,096.16			207,903.84	54.80
F8340.1000							
Water-Labor	101,987.00	5,187.32	52,767.31			49,219.69	51.74
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	608.92	7,894.38			105.62	98.68
F8340.4020							
Vehicle Parts & Supplies	7,427.00	1,594.86	2,258.69			5,168.31	30.41
F8340.4030							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 11/30/2015

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
Meter Supplies F8340.4040	500.00		383.11			116.89	76.62
Curb Box Supplies F8340.4041	2,100.00		580.76			1,519.24	27.66
Fuel F8340.4050	5,000.00		621.04			4,378.96	12.42
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	319.50	580.70		272.81	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	164.37	979.70			1,520.30	39.19
Water Transm-Electricity F8340.4120	5,000.00	434.42	1,483.00			3,517.00	29.66
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 F8340.4170	200.00					200.00	
Wtr Transm-Gas F8340.4171		27.55	27.55			27.55-	
Heating Oil F8340.4180	3,000.00		107.01			2,892.99	3.57
Water Transm-Publications F9010.8000	4,000.00	152.00	304.00			3,696.00	7.60
NYS Retirement F9030.8000	33,484.00	33,480.00	33,480.00			4.00	99.99
Social Security F9040.8000	14,850.00	1,070.53	7,538.69			7,311.31	50.77
Workers Compensation F9045.8000	20,471.00					20,471.00	
Life Insurance	660.00					660.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 11/30/2015

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
F9050.8000							
Unemployment Insurance	504.00					504.00	
F9060.8000							
Hospital Insurance	23,746.00					23,746.00	
F9061.8000							
HRA	12,100.00					12,100.00	
F9070.8000							
Dental Insurance	4,250.00					4,250.00	
F9710.6000							
Serial Bond - Principle payments	30,768.00					30,768.00	
F9710.7000							
Serial Bond - Interest payments	29,728.00					29,728.00	
Totals for Fund: F (Fund - F)	**1,121,800.00**	**96,689.03**	**541,637.66**	**0.00**	**16,611.10**	**563,551.24**	**49.76**
Report totals	**1,121,800.00**	**96,689.03**	**541,637.66**	**0.00**	**16,611.10**	**563,551.24**	**49.76**

Statement of Revenues

Sewer Fund

Date: 12/16/2015
Time: 2:31:01PM

Statement of Actual & Estimated Revenue

User: DAN

Village of Brockport
For Period Ending 11/30/2015
Selecting on FUND from G to G

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
G2122.0000					
Sanitary Sewer- Sewer Charges	146,419.00	13,983.64	71,689.18	74,729.82	48.96
G2128.0000					
Sanitary Sewer- Interest and Penalties	100.00			100.00	
G2401.0000					
Interest and Earning- Sewer Fund		0.71	4.91	4.91-	
Total for Fund: G (Fund - G)	**146,519.00**	**13,984.35**	**71,694.09**	**74,824.91**	**48.93**
Report Totals	**146,519.00**	**13,984.35**	**71,694.09**	**74,824.91**	**48.93**

Statement of Expenditures

Sewer Fund

Date: 12/16/2015

Time: 2:27:21PM

Statement of Expenditures, Encumbrances & Appropriations

User: DAN

Village of Brockport

For Period Ending 11/30/2015

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	322.59	14,035.37			16,085.63	46.60
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**	**322.59**	**14,051.53**	**0.00**		**132,467.47**	**9.59**
Report totals	**146,519.00**	**322.59**	**14,051.53**	**0.00**		**132,467.47**	**9.59**

Budget Transfers & Budget Amendments

General Fund

Village of Brockport
Budget Transfer Form
November-2015

Account Number		From: Description	Account Number	To: Description	Amount	Explanation of Transfer	
A1990.4000		Contingency	A1010.4030	Board Conference Expense	300.00	Cost exceeded budget	1
A1990.4000		Contingency	A1110.4000	Court Contractual Expense	2,000.00	Cost exceeded budget	2
A1990.4000		Contingency	A1110.4060	Court Postage	400.00	Cost exceeded budget	3
A1990.4000		Contingency	A5110.4080	Street Maint. - Travel & Conf.	1,225.00	Cost exceeded budget	4
				Total	3,925.00		

Purpose:
(1) Board Travel & Conference
(2) Court Expenditures for Curtain in Village Hall
(3) Court Postage
(4) Street Maint. - Travel & Conf.

Village of Brockport

November-2015

Budget Amendment Form

Account Number	Description	Amount	
A7415.4000	Seymour Library	3,500.00	(1)
A7450.4010	Adopt A Picture	100.00	(2)
A8560.4000	Tree Grant	4,000.00	(3)
	Total Expenditures	**$ 7,600.00**	
	Total Revenues	**$ 7,600.00**	

Purpose:

(1) Funds Paid to Library from Shafer Trust Account

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

(3) Expenditures for Tree Grant

To: Mayor Blackman

From: Daniel P. Hendricks DPH

Date: December 16, 2015

Re: Audit

We have been notified by our current auditors, Ray Wager, CPA, PC, that they are not able to complete our audit. As such, I have attached a request for proposal which I have sent out to the following firms that have experience with municipal audits.

The Bonadio Group

Brovitz, Insero, Kasperski & Co.

Davie Kaplan, CPA

Gary Krauss, CPA

Eldgredge, Fox, & Porretti Group

Freed Maxick, CPA's

Mengel, Metzger, Barr & Co.

Rotenberg & Co.

I anticipate making a recommendation to the board at the January 25, 2016 meeting. It would be helpful to have a board member assist me is the process for recommending a firm.

Please let me know if you have any questions.

Village of Brockport
49 State St.
Brockport, New York 14420

(585) 637-5300

REQUEST FOR PROPOSALS

Dated December 16, 2015

AUDITING SERVICES

PROPOSALS DUE

January 14, 2016, 2:00 P.M.

Village of Brockport
Request for Proposal

INTRODUCTION
General Information
The Village of Brockport is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending May 30, 2015 through May 30, 2018, with the option of auditing its financial statements for each of the subsequent three fiscal years subject to an annual review by the Village Board of Trustees. These audits are to be performed in accordance with generally accepted auditing standards.

There is no expressed or implied obligation for the Village of Brockport to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, please submit your proposal no later than 2:00 p.m. on January 14, 2016.

Proposals must be submitted to the following address:
Village of Brockport
Attn: Daniel P. Hendricks, Treasurer
49 State Street
Brockport, New York 14420

Questions on the engagement or proposal can be submitted via email to dhendricks@brockportny.org.

The Village of Brockport reserves the right to reject any or all proposals submitted. During the evaluation process, the Village reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors and omissions. The Village may choose to interview the top firms prior to making a final decision.

DESCRIPTION OF THE GOVERNMENT
The Village of Brockport was incorporated in1829; it is located 20 miles west of the City of Rochester and 11 miles south of Lake Ontario. The 2010 census population is 8,366 residents; the village covers an area of 2.2 square miles.

A Village Mayor and four Village Trustees are elected at large, serving four year terms. The Board appoints a part-time Treasurer. The Village of Brockport has 35 full time equivalent employees providing an array of services for the residents including; police protection, Village Court, maintaining sanitary sewers, public works operations, road & bridge maintenance, community development, building and zoning services and general administrative services.

The Finance department staff consists of three full-time employees and one part-time employee. This includes a part-time Treasurer, full time positions include the Village Clerk, Deputy Village Clerk and Deputy Clerk Treasurer. The Village utilizes Microfund software for its general ledger, accounts payable, accounts receivable, utility billing, and cash register functions. Payroll is outsourced and Evolution software is utilized for local payroll input and processing.

The expenditures for 2014-15 were, General Fund; $4,856,041, Water Fund; $1,030,284, and Sewer Fund; $131,557. These funds are used daily for accounting for all revenues and expenditures. In addition the Villages has the following funds; Capital Projects Fund, no projects are foreseeable in the near future, General Fixed Assets; the 2014-15 balance is $6,294,036, General Long Term Debt; outstanding balance is $2,249,075, and Trust and Agency Fund. The Villages utilizes a combined bank account for the accounts payable function for the General, Water and Sewer Funds, during the 2014-15 fiscal year 1,306 checks were issued from the accounts payable account. For additional information regarding the Village and its finances, including copies of the current budget and Annual Update Document, please refer to the Village's website at http://www.brockportny.org.

REQUIREMENTS OF PROPOSAL
ENTITY TO BE AUDITED

The Village of Brockport is requesting an audit which includes all of the funds, accounts, capital assets, long-term debt and activities of the Village of Brockport.

SCOPE OF WORK TO BE PERFORMED

1. The Village of Brockport desires the auditor to express an opinion on the fair presentation of its basic financial statements, in conformity with generally accepted accounting principles.
2. The auditor will issue an "in relation to" opinion on the Village's combining and individual fund statements and schedules.
3. The auditor shall be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.
4. The auditor shall prepare a letter to management with suggestions for improvements of accounting procedures, compliance requirements, and internal controls for the Village's consideration, if deemed necessary.
7. The auditor shall be available for meeting(s) with the Village's elected officials to answer questions regarding the proposal, completed audit and/or letters to management, if requested.
8. The audit partner, or their designee, shall be available for consultation and questions which arise throughout the year regarding accounting, compliance or internal control issues.
9. The auditor shall prepare a Single Audit Report as required by the Single Audit Act.
11. The auditor shall provide to the Village all audit adjustments, including appropriate back-up, and will meet with staff to discuss these final adjustments.

REPORTS TO BE ISSUED

Following the completion of the audit, the auditor shall issue the following reports:
1. Fifteen (15) bound copies and one searchable pdf of the Basic Financial Statements.
2. Fifteen (10) copies and one searchable pdf of the Management Letter with suggestions for improvement of accounting procedures, compliance requirements and internal controls for the Village's consideration, if deemed necessary.
3. Fifteen (15) bound copies and one searchable pdf of the Single Audit report.

REQUIREMENTS

Each of the following shall be completed by the auditor.

1. Detailed Requested Items List:

The auditor shall provide the Village with a list of all schedules to be prepared by management prior to commencing the audit.

2. Draft and Final Reports

The Village desires that a draft of the audit be submitted to the Mayor and Treasurer for review prior to releasing.

3. Village Board Meeting:

The Village requires that the auditors attend the Village Board meeting for an audit presentation of the audit.

ASSISTANCE TO BE PROVIDED TO THE AUDITOR

Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The Village will provide the auditor with reasonable workspace, table and chairs. The auditor will also be provided with access to one telephone and fax line, and photocopying facilities. The preparation of confirmation letters and requested materials, at the request of the auditor, will be the responsibility of the Village.

PROPOSAL SUBMISSION:

In addition to the forms included in this RFP, any firm submitting a proposal shall include documentation and information that demonstrates their ability and details the necessary systems, programs, processes, to provide a comprehensive audit of the Village of Brockport's financial statements. Please provide a proposal with the following sections:

1. Title Page – the title page shall show the request for proposal's subject; the firm's name and address; the name and telephone number of a contact person; and the date of the proposal.
2. References - Proposers shall provide the Village with the names and contact information of three (3) professional references for which similar municipal audit services have been provided. The proposer shall grant the Village permission to contact said references and ask questions regarding prior work performance.
4. Fee Proposal – proposed fees should be presented using the **Fee Proposal Form**. The proposed fees shall be the maximum, not to exceed fee for each fiscal year shown. The proposed maximum fees are to contain all direct and indirect costs, including all out-of-pocket expenses. Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's proposal. Final payment will be made after the receipt of the audit.
5. Certifications - All certifications and forms in Section II must be completed and submitted with the proposal.

Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity, of the firms seeking to undertake an independent audit of the Village of Brockport in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The technical proposal should address, at minimum, all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirement of the request for proposal. While additional data may be presented, the following subjects, item numbers two through five must be included. They represent criteria against which the proposal will be evaluated.

2. Independence

The firm shall provide an affirmative statement that it is independent of the Village as defined by generally accepted auditing standards. The firm shall give the Village written notice of any professional relationships entered into during the period of this agreement should it be thought to cause a conflict of interest.

3. Firm Qualifications and Experience

The proposal shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.

4. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is registered as a certified public accountant in Illinois. The firm also should provide information on the government auditing experience of each person. The firm should provide as much information as possible regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement.

5. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed. Proposers will be required, at minimum, to provide the following information on their audit approach:

- ☐ Description of audit approach.
- ☐ Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- ☐ Approach to be taken to gain and document an understanding of the Village's internal control structure.

EVALUATION OF PROPOSALS
Proposals will be evaluated on the basis of which proposer meets the requirements of the Village of Brockport. Critical factors include technical expertise, qualifications of the firm, audit team, and fee.

Indemnification - The selected contractor shall indemnify and hold harmless the Village of Brockport ("Village"), its board members, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs(including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

CONTRACTOR CERTIFICATIONS

1. Insurance.

The undersigned certifies that it has all insurance coverage's required by law or would normally be expected for the work to be performed and a copy shall be filed with the Village upon request by the Village.

2. The undersigned;

A. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965)

3. All work under this contract shall be executed in accordance with all applicable federal, state, and Village laws, ordinances, rules and regulations which may in any manner affect the performance of this contract.

References

Organization _____

Address _____

City, State, Zip _____

Contact Person _____

Organization _____

Address _____

City, State, Zip _____

Contact Person _____

Organization _____

Address _____

City, State, Zip _____

Contact Person _____

Organization _____

Address _____

City, State, Zip _____

Contact Person _____

Fee Proposal

SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AS OF MAY 31st FOR THE FISCAL YEARS LISTED BELOW:

Village of Brockport audit:

2014-2015	2015-2016	2016-2017
$_____	$_____	$_____

SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES:
Hourly Rates for the Fiscal Years listed below:

	2014-2015	2015-2016	2016-2017
Partner	_____	_____	_____
Manager	_____	_____	_____
Supervisor	_____	_____	_____
Staff	_____	_____	_____
Clerical	_____	_____	_____

The Village anticipates a selection of a firm by the end of January, 2016. Please indicate below when your firm would be able to commence the audit of the 2014-15 fiscal year.

Anticipated date for start of audit: _____

Firm Name: _____

Address: _____

_____

Signature _____ Date _____

Printed Name _____

Title _____

Phone Number _____

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

DRAFT

VILLAGE OF BROCKPORT
BOARD / COMMITTEE / VOLUNTEER OPPORTUNITIES

Board/Committee vacancies open to Village residents:

- Tree Board
  - 4-year term to 6/30/19
  - 4-year term to 6/30/19

  Meets 3rd Tuesday 7pm September-May

- Emily L. Knapp Museum Board
  - complete a term to 6/30/16
  - 3-year term to 6/30/18

  Meets 4th Wednesday 6pm

- Code Review Committee
  - 5-year term to 6/30/20
  - 5-year term to 6/30/20

  Meets 4th Monday 6pm

- Ethics Board
  - complete a term to 6/30/17

  Meets only as needed

Dated: 12/21/15

Application deadline: remains open until vacancies are filled

A position interest form can be submitted from the Village website: www.brockportny.org
or obtained at Village Hall, completed and turned in to:
Leslie Ann Morelli, Village Clerk
Village of Brockport 49 State Street Brockport, NY 14420
Monday thru Friday 8:30am to 4:30pm
or lmorelli@brockportny.org

For posting in Suburban News and on Village website and at Village Hall

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

Department of **Transportation**
Monroe County, New York

Maggie Brooks
County Executive

Terrence J. Rice, P.E.
Director

December 9, 2015

Harry G. Donahue
Director of Public Works
Village of Brockport
49 State Street
Brockport, NY 14420

RE: 2016 AMENDATORY AGREEMENT – ALL SEASONS COUNTY/VILLAGE WORK AGREEMENT

Dear Director Donahue: Harry,

Enclosed, please find three copies of the Amendatory Agreement for the *All Seasons County/Village Work Agreement for 2016*. The original Agreement was executed by your Village Board and Terrence J. Rice in 2007 and the Agreement allows for the renewal *"upon mutual written consent of the parties for additional one-year terms, for a maximum agreement term of ten years."*

Enclosed are new Appendices A & B for 2016. Appendix A reflects the new fringe rates for 2016. As recommended and agreed to, following the work of the Fringe Rate Task Group in 2002, the maximum fringe rate value each year will be either the Monroe County's fringe rate or the actual Village rate if less than the County rate. This year the County's actual fringe rate is 58.71% and the calculated fringe rate for all Villages exceeds the County's fringe rate. Therefore all Villages will be paid the County's fringe rate of 58.71% for 2016.

Please have your Village Mayor authorize and sign all three copies of the Amendatory Agreements. **Kindly return all three copies to Joyce Cordello, Principal Permit Assistant, Monroe County Department of Transportation, 50 West Main Street, Suite 6100, Rochester, New York 14614**. Please include a Village Board Resolution as applicable.

The Village is required to maintain insurance coverage per the terms of the Agreement. The insurance covers the Snow and Ice Agreement, the All Seasons Agreement and any other Agreement or Permit you may have with us. If the Village's insurance documentation with Monroe County is currently up to date, then no additional insurance documentation will be necessary to extend the Agreement. If the Village's insurance is out of date, new insurance documentation will be needed to extend the Agreement. Please refer to the attached 'Monroe County Summary of Insurance Requirement' checklist for guidance.

Once all the documents are received and we have verified that your insurance documentation currently on file is valid, I will execute the Agreements and return a signed copy to you. If you have any questions regarding this Agreement, please feel free to contact me at 753-7731.

Sincerely,

Timothy P. Freller, P.E.
Deputy Director of Transportation

TF/bm

Attached

cc: T. Rice
J. Cordello
File

AMENDMENT for
"All Seasons County /Village Work Agreement"

THIS AMENDMENT ("Amendment") shall be deemed to be dated as of the last date executed by a party hereto, by and between the COUNTY OF MONROE (the "County"), a municipal corporation acting by and through its Department of Transportation, said offices being located at 50 West Main Street, Suite 6100, Rochester, New York 14614, and **Village of Brockport**, located at 49 State Street, Brockport, New York 14420, hereinafter referred to as the "Village."

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated as of _____ (the "Agreement"), whereby the Village agreed to contract with the County for planned and unplanned work under the 'All Seasons County/Village Agreement' for services throughout Monroe County as set forth in the Agreement, and in accordance with the Monroe County Charter Section C6-19 B. (7); and

WHEREAS, the parties are desirous of amending the Agreement; to extend the term of the agreement for an additional one-year term for the year 2016 ; and update of the rates of Appendix 'A' and 'B'.

WHEREAS, the Village Board has authorized an amendment to the Agreement by Resolution No. _____, adopted _____ ___, _____; and

WHEREAS, the parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of mutual covenants, it is agreed by the parties as follows:

4. In accordance with Paragraph 1 of the General Conditions of Agreement, the term of the Agreement shall be extended for one year; from January 1, 2016 to December 31, 2016.

5. Appendix 'A' and 'B' of the Agreement are deleted in its entirety and replaced by the new Appendix 'A' and 'B' for 2016.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of the last day and year written below.

COUNTY OF MONROE

By: _____
Terrence J. Rice, P.E.
Director of Transportation

VILLAGE OF BROCKPORT

By: _____
Margaret B. Blackman
Mayor
Federal Tax ID: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____ in the year 201___ before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence J. Rice, Director of Transportation of Monroe County, 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.

_____
Notary Signature and Stamp

STATE OF NEW YORK}
COUNTY OF MONROE} SS.

On this _____ day of _____, 201___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally know 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Signature and Stamp

APPENDIX A

FRINGE RATES TO BE PAID PER LABOR HOUR FOR 2016
(Brockport)

ALL HOURLY WORK	
Full Time/Regular Hours	58.71%
Full Time/Overtime Hours	33.32%
Part Time/Regular Hours	20.72%
Part Time/Overtime Hours	20.72%

APPENDIX B

MAR SERVICES

Roadside Mowing	N/A
Dead Animal Pickup	N/A
Roadside Pickup	N/A

Applicant Name : _____

Monroe County Summary of Vendor Insurance Requirements

Check

1. Provide ACORD Certificate of Insurance Form (example attached). Certificate Holder Information: _____

   Monroe County
   39 W. Main St, Room 200
   Rochester, NY 14614
   Attn: Dept. of Transportation, City Place Bldg.

2. Provide the following Insurance Coverages:

   A. General Liability Insurance
      1) $1 million per occurrence _____
      2) $3 million aggregate _____
      3) Name **Monroe County** as additional insured and provide additional insured endorsement showing same (NOTE: ACORD Form alone is INSUFFICIENT for additional insured proof. _____
      4) If aggregate coverage is less than $3 million:
         a) Excess or umbrella coverage in an amount to provide $3 million total _____
         b) Excess/umbrella coverage must name **Monroe County** as additional insured and provide additional insured endorsement showing same _____
      5) Name these entities as additional insureds along with Monroe County as appropriate: _____
         Monroe County, Department of Transportation
      6) Name other entities (such as NYS or grant funders) as additional insureds if required by statute or grant agreement _____

   B. Professional Liability Insurance (if applicable) *(not applicable for permits)* _____
      1) $1 million per occurrence
      2) $3 million aggregate
      3) DO NOT name Monroe County as additional insured

   C. Automobile Liabilty Insurance
      1) $1 million per occurrence for bodily injury and property damage _____
      2) Name **Monroe County** as additional insured and provide additional insured endorsement showing same (NOTE: ACORD Form alone is INSUFFICIENT for additional insured proof) _____

   D. Workers Compensation Insurance (obtain forms from NYS Workers Comp website www.wcb.ny.gov). Provide one of these certificates, depending upon vendor's business and employees: _____
      1) C-105.2 (or U-26.3) _____
      2) SI-12 (or GSI 105.2) _____
      3) CE-200 _____
      NOTE: ACORD Form alone is INSUFFICIENT

   E. Disability Benefits Insurance (obtain from www.wcb.ny.gov). Provide one of these certificates, depending upon type of coverage: _____
      1) DB-120.1 _____
      2) DB-155 _____
      3) CE-200 _____
      NOTE: ACORD Form alone is INSUFFICIENT

Reviewed by: _____ Date: _____ Phone #: _____ Fax #: _____
Approved by: _____ Date: _____

Department of **Planning and Development**
Monroe County, New York

Maggie Brooks
County Executive

Paul A. Johnson
Acting Director

November 25, 2015

Mr. Harry Donahue, Superintendent of Public Works
Village of Brockport
49 State Street
Brockport, New York 14420

Re: 2015 CDBG YR 40 West ~~Main~~ Ave Water Main Replacement Project Phase II

Dear Mr. ~~Donahue~~, Harry

Enclosed are three (3) copies of the standard agreement between the County and the Village for the above project which was funded by the 2015 Community Development Block Grant (CDBG) Program in the amount of $40,000.

If the agreement meets with Village approval, please request that the Village Board pass a resolution to accept the CDBG grant and have the Village Mayor sign the agreement. Please have all copies notarized as originals and return to me together with a copy of the Board resolution, Attachment C (Debarment Certificate) naming the Village as the Contractor and the required insurance documents (see enclosed insurance requirements).

I will process the agreement for signature upon receipt and return a fully executed copy for your files.

Please contact me at 753-2024 or rmikiciuk@monroecounty.gov if you have any questions. I look forward to working with you and your staff on the project.

Sincerely,

Richard T. Mikiciuk
Sr. Rehabilitation Specialist

Enclosures

Community Development Block Grant (CDBG) Insurance Requirements

1. Provide ACORD Certificate of Insurance Form:
   Certificate Holder Information:
   Monroe County
   39 W. Main St., Room 200
   Rochester, NY 14614
   Attn: Community Development

2. Provide the following insurance coverage:

   A. General Liability Insurance
      1) $1 million per occurrence
      2) $3 million aggregate
      3) Name **Monroe County** as additional insured and:
         a) X appropriate additional insured column.
         b) Description of Operations shall specifically state general liability, auto, or both.
         c) Provide an **additional insured endorsement form** showing same. **NOTE**: If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included.)
      4) If aggregate coverage is less than $3 million:
         a) Excess or umbrella coverage in the amount to provide $3 million total
         b) Excess/umbrella coverage must name **Monroe County** as additional insured and provide additional insured endorsement showing same.

A. Automobile Liability Insurance

   1) $1 million per occurrence for bodily injury and property damage
   2) X appropriate additional insured column.
   3) Description of Operations shall specifically state general liability, auto, or both.
   4) Name **Monroe County** as additional insured and provide an **additional insured endorsement form** showing same. **NOTE**: If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included).

   A. Workers Compensation Insurance (www.wcb.ny.gov) *
      1) C-105.2 (or U-26.3)
      2) SI-12 (or GSI 105.2)
      3) CE-200
      4) Waiver if applicable

   B. Disability Benefits Insurance (www.wcb.ny.gov) *
      1) DB-120.1
      2) DB-155
      3) CE-200
      4) Waiver if applicable

COMMUNITY DEVELOPMENT
FORCE ACCOUNT AGREEMENT

THIS AGREEMENT, made this _____day of _____, 2015, by and between MONROE COUNTY, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York 14614, (hereinafter referred to as "COUNTY") and the **VILLAGE OF BROCKPORT, a municipal corporation with offices at 49 State Street, Brockport, NY 14420**, (hereinafter referred to as the "MUNICIPALITY").

W I T N E S S E T H:

WHEREAS, the COUNTY has entered into an Agreement with the United States of America, Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program, and

WHEREAS, the MUNICIPALITY and the COUNTY desire to enter into an Agreement that provides for the **West Avenue Water Main Replacement Phase II** (hereinafter referred to as the "Project" and described more fully in the Project Proposal attached to and made a part of this Agreement as Attachment A), and

WHEREAS, the Monroe County Community Development Administration (hereinafter referred to as "CDA") has approved said Project for implementation, and

WHEREAS, the Monroe County Legislature, by **Resolution No. 161 of June 18, 2015**, authorizes the Monroe County Executive, or her designee, to execute contracts necessary to accomplish programs in the towns and villages participating in the Monroe County Consolidated Plan Consortium, and

WHEREAS, attached hereto is "Appendix "A", the Standard Clauses for Monroe County Contracts.

NOW, THEREFORE, the COUNTY and the MUNICIPALITY do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

I. SCOPE OF SERVICES

A. The MUNICIPALITY shall provide, or cause to be provided, the following elements necessary to accomplish the Project:

1. Engineering services sufficient to design and inspect all phases of the Project;

2. Design and construction of the Project in accordance with the requirements for architectural specifications for handicapped accessibility stated in the most stringent of the Americans With Disabilities Act of 1990 Guidelines, the Uniform Federal Accessibility Standards, the Federal American National Standards Specifications, and the New York State American Standards Institute Regulations, or such other federal or state standard which provides more stringent standards;

3. Procurement of all materials and equipment necessary for the successful completion of the Project, in an approved manner and in accordance with the federal administrative requirements of 24 CFR Part 85 and any other applicable federal, state, and other regulations, laws and policies; and

4. The personnel, skills, expertise and equipment required to successfully complete the Project.

B. Reporting - The MUNICIPALITY:

1. Shall maintain and submit sufficient documentation, at the direction of CDA, to enable reporting, evaluation, and monitoring of the program to verify that the Project is implemented in accordance with all applicable HUD regulations;

2. Shall submit documentation to the COUNTY that identifies project status and accomplishments and indicates work/services performed. Each request from the MUNICIPALITY for payment under this Agreement will be submitted on a Monroe County Claim Voucher and will be accompanied by the above referenced documentation together with copies of reasonable and verified expenditures that the MUNICIPALITY has incurred for materials, labor and equipment usage for the construction of the Project by the MUNICIPALITY'S labor forces;

3. Shall submit to the COUNTY, upon request, documentation verifying that it has complied with the federal administrative requirements for the procurement of the materials and equipment for the Project as contained in 24 CFR Part 85;

4. Agrees to the monitoring of the program by CDA to verify its reports and to verify that the Project is implemented in accordance with all applicable HUD regulations; and

C. The MUNICIPALITY shall assist CDA in assuring compliance with all county, state and federal requirements. This includes all applicable federal, state and local laws and regulations that pertain to the Project.

II. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2016 and terminate on December 31, 2016**. The Project shall be completed no later than one year after the execution of this Agreement. The COUNTY reserves the right to cancel any payments to be made under this Agreement for any expenses incurred by the MUNICIPALITY on the Project after **December 31, 2016.**

III. PAYMENT FOR SERVICES

A. It is agreed that the COUNTY shall expend for this Project, the sum of eligible Project costs, not to exceed the community development grant in the amount of **Forty Thousand Dollars ($40,000)**.

B. Eligible project costs for reimbursement shall consist of reasonable and verified expenditures that the MUNICIPALITY has incurred for materials, labor and equipment usage for the construction of the Project by the MUNICIPALITY'S labor forces. Such costs shall be verified by the COUNTY. Remittance to the MUNICIPALITY shall be in the form of a check or checks to be issued by the COUNTY. The checks shall be made payable to the MUNICIPALITY and shall be issued upon receipt of a duly executed Monroe County Claim Voucher approved by CDA. Final payment will not

be released until the Project has been successfully completed by the MUNICIPALITY and approved by CDA.

C. It is understood that payment shall not be made by the COUNTY for engineering and administrative expenses incurred by the MUNICIPALITY.

D. The MUNICIPALITY agrees to pay all project costs in excess of the community development grant that are necessary for the successful completion of the Project.

IV. COMPLIANCE WITH GRANT AGREEMENT

The MUNICIPALITY agrees to adhere to all terms and conditions applicable to contractors under the grant agreement between the COUNTY and HUD. The MUNICIPALITY further agrees that all activities performed under this Agreement will be performed consistent with the requirements of the Community Development Block Grant Regulations (24 CFR 570).

V. ASSET DISPOSITION

In the event that the MUNICIPALITY will purchase assets with a unit acquisition cost of $1,000 or greater (nonexpendable property), in whole or in part, with the funds from this Agreement, the MUNICIPALITY agrees that the use and disposition of the property will be governed by the property management standards of federal regulation 24 CFR Part 85. Generally, such assets shall be returned or other compensation made, to CDA when the property is no longer needed in the project or program for which it was provided.

VI. DEFAULT AND TERMINATION

A. In accordance with 24 CFR 85.43, the COUNTY may suspend or terminate the work of the MUNICIPALITY in whole or in part under this Agreement whenever the MUNICIPALITY shall default in the performance of this Agreement in accordance with its terms (including in the term "default" any failure by the MUNICIPALITY to make progress in the actual work required with respect to the development of the Project), and shall fail to cure or diligently begin to cure such default within a period of ten (10) days (or such longer time as the COUNTY may allow) after delivery by the COUNTY to the MUNICIPALITY of a notice specifying the default.

B. Termination or suspension shall be effected by a written notice to the MUNICIPALITY and shall be effective immediately. The MUNICIPALITY shall be paid in full for all work performed until the date of termination or suspension provided that the COUNTY may deduct from any funds due to the MUNICIPALITY, any reasonable costs incurred by the COUNTY as a result of the MUNICIPALITY'S default. Default by the MUNICIPALITY may result in the prohibition of the MUNICIPALITY from entering into any future agreements with the COUNTY or from acting as a sub-grantee of the COUNTY for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

VII. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

A. Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein.

B. In addition to Appendix "A", the following shall apply to the referenced sections as follows:

1. **Section 3. INDEMNIFICATION**: The parties understand and agree that this is solely a Project of the MUNICIPALITY. The COUNTY is involved only to assist the MUNICIPALITY to obtain a grant under the COUNTY'S Community Development Block Grant Program. The COUNTY shall neither control nor supervise any portion of the construction herein, nor be involved in any act relating directly or indirectly to the construction of this Project.

2. **Section 7. FEDERAL SINGLE AUDIT ACT**: Of the amount specified in Section III (A) of this Agreement, namely **Forty Thousand Dollars ($40,000)**, one hundred percent (100%) of such amount is being passed through the COUNTY from the United States Government under the following:

Award Name:	Community Development Block Grant
Award Number:	**B-15-UC-36-0002**
Award Year:	**2015**
Name of Federal Agency:	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance (CFDA) Number:	14.218

The Award is [ ] is not [**X**] related to Research and Development.

3. **Section 8. RIGHT TO INSPECT**: Designated representatives of the COUNTY shall include, but not be limited to, HUD.

4. **Section 9. JOB OPENINGS**: As a local MUNICIPALITY within the COUNTY, the MUNICIPALITY shall not be required to give notice where the position is subject to a published civil service list.

5. **Section 20. MISCELLANEOUS:**

to follow a. and b. on Appendix A

c. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

d. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States

Congress, the Legislature of the State of New York, or the Legislature of Monroe County. Notwithstanding the above, nothing contained herein shall prohibit the MUNICIPALITY from developing and forwarding to appropriate officials specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this demonstration program.

e. the MUNICIPALITY agrees that no member, officer or employee of the MUNICIPALITY will have any monetary interest in, or derive monetary benefit directly or indirectly from any ensuing contracts or subcontracts, or proceeds thereof, for work funded under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

This Agreement complies with the requirements for routine Monroe County contracts

_____
Dept. Dir. Initials

COUNTY OF MONROE

BY _____
MAGGIE BROOKS
COUNTY EXECUTIVE

VILLAGE OF BROCKPORT

BY _____
MARGARET BLACKMAN
MAYOR

State of New York)
) ss:
County of Monroe)

On the ____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared **MAGGIE BROOKS**, 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 she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
) ss:
County of Monroe)

On the ____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, 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 [s]he executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ATTACHMENT A
PROJECT PROPOSAL

Maggie Brooks
County Executive

2015 Community Development Block Grant Application for Funding Due Date: February 13, 2015

Submit completed application, environmental review and project map (if applicable) no later than February 13, 2015 at 5:00 p.m. to the following:
Monroe County Community Development
8100 CityPlace • 50 West Main Street
Rochester, NY 14614
Phone: 753-2011 • Fax: 753-2028
Email: cshafer@monroecounty.gov

Do not use this application for affordable housing developments. To complete this application as a Word document, "click" into the blank spaces or use the tab key to move through the document. The entire application is formatted as a series of tables. See last page for environmental review information

General Information	
Name of Applicant / Organization	*Village of Brockport Water Dept.*
Contact Person (Name & Title)	*Harry Donahue-Superintendent of Public Works*
Address	*49 State Street. Brockport, NY 14420*
Phone	*585-637-1060*
Fax	*585-637-1062*
Email	*hdonahue@brockportny.org*
Project Information	
Project / Program Name	*West Ave. Water Main Replacement Phase II*
Project Address	*West Ave @ Smith Street to Kimberlin Dr.*
Census Block Group(s) [if applicable]	*015304 BG:2*
Amount of CDBG Funds Requested	*$280,386.30*

Brief Summary of Proposed Project. (Please note if project disturbs more than 4,000 square feet of land, involves a building more than 50 years old, and/or encroaches on a wetland, 100-year floodplain or the Erie Canal)

Replacing approximately 1200' of badly deteriorated and frequently breaking 6" cast iron water main with new cement line class 51 ductile iron 12" water main and new fire hydrants as well as new main line valves.

Issue(s) or condition(s) to be addressed

Phase II will consist of replacing the badly deteriorated and undersized existing 6" cast iron water main running down West Ave from Smith Street to Kimberlin Dr. Over the last 8 years we have had 11 main breaks on this section of main. This existing water main shows on a map dated from 1952. The buildup inside the main has resulted in very poor flows to the area. The new main will help with poor flows in the entire northwest section of the Village. The newly opened Strong West emergency facility is within the section that would be replaced and upsized. They also have many new professional office spaces within this facility. The new pipe will bring their fire system into compliance with insurance regulations. We also have a fire station located within this section. That station houses a tank truck that responds to fires within the district with a full tank of water. They would be filling it at this fire station from time to time. With this new main it will also help with domestic water flows in the immediate area. The Beikirch nursing home care center is one of the buildings with 3 floors of seniors that will benefit greatly from the new main.

Linear footage for sidewalks, waterlines, sewers, etc.	*1200'*		
Competitive Public Bid		Request for Proposals	
Municipal Force Account	*X*	Other	

IMPORTANT – New Application Requirement

Environmental reviews in accordance with the State Environmental Quality Review Act (SEQR) and the National Environmental Protection Act (NEPA) are required for CDBG projects. All applicants must complete the attached Environmental Review Checklist and submit it along with any required documentation. Applicants may contact Rochelle Bell, Monroe County Environmental Planner, with questions at 585-753-2034 or via email at: rbell@monroecounty.gov.

The applicant certifies the information contained herein is true, correct and complete to the best of his/her knowledge and belief. The applicant further understands that the application is a request and there is no guarantee, expressed or implied, that funds will be provided to the applicant. All organizations awarded federal funds will be subject to federal and local regulatory compliance.

Harry Donohue 2-13-15

Signature Date

Standards to Determine Compliance with National Objectives
Each Activity must meet one of the three broad national objectives: 1. To benefit low to moderate-income persons. 2. To aid in the prevention or elimination of slums or blight. 3. To meet community development needs having a particular urgency.
Please ensure that the proposed project meets at least one of the following eligibility criteria:
Low-Mod area benefit activities. Monroe County's CDBG funds are intended to be used in the suburban towns and villages that comprise the Community Development Consortium. HUD determines the Upper Quartile ranking of eligible Census Block Groups based on the most recent Census and current consortium membership. CD staff will verify that the project location is in an eligible Low-Mod Area.
Limited clientele activities. Limited clientele activities benefit low to moderate-income persons without regard to the area being served. At least 51% of the persons participating in the activity must be low to moderate-income and the activity must meet one of the following criteria: - **Presumption of low to moderate-income.** The activity may serve persons that are presumed to be low to moderate-income, such as abused children, battered spouses, elderly persons, disabled persons, homeless persons, illiterate adults, persons living with AIDS, migrant farm workers, etcetera; or, - **Income guidelines.** Activities must have eligibility requirements which limit the activity exclusively to low to moderate-income persons; or, - **Nature and location.** The activity must be of such a nature and in such a location that it may be concluded that the activity's clientele will primarily be low to moderate-income persons, i.e. public housing activities.
Housing activities. An activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low to moderate-income households.
Job retention activities. An activity designed to create or retain permanent jobs where at least 51% of which, computed on a full-time equivalent basis, involve the employment of low to moderate-income persons.
Slum and blight. Activities that aid in the prevention or elimination of slums or blight. This objective is generally not applicable to locations in suburban Monroe County.
Urgent need. Community development activities having an urgent need. This objective is rarely used and is reserved for alleviating emergency situations, such as natural disasters.

Standards to Determine Project Eligibility

1. Describe the location of your project and how the area will benefit from the project. Include the boundaries, Census Block Group(s) and/or service area.

The location is West Ave from Smith Street to Kimberlin Dr. The benefit to the area will result in greater water flows both on domestic and fire flows. It will also eliminate the times that the system had been off during the many main breaks.

The census block group number is 015304 BG:2

2. Describe the population/target group your project will serve and how low to moderate-income persons will benefit.

The project will benefit the 9 homes, 1 fire house, Care center with elderly residents and Strong West emergency room. With the installation of the new water main they will now have adequate water supply with no fear of main breaks and having their water turned off from time to time.

3. What evidence do you have that at least 51% of the persons to benefit from the proposed project are considered to be of low to moderate-income (LMI)? Please check the appropriate category below.

☐ Income Survey X Census Data ☐ Limited Clientele ☐ Other (please explain)

4. In the table below, outline the major steps/activities your agency will undertake to complete the project.

Major Steps / Activities	Number of Clients Served
Example: Home buyer counseling session of 1.5 hours	20 potential home buyers
Engineering, excavating pavement and installing 1200'	9 single & multifamily homes
of 12" cement lined ductile iron water main. Repair and	Hospital Emergency room
restore the pavement area back to original.	Adult care center

Standards to Determine Budget Compliance

Two separate budget forms are provided for your use, a Community Service & Planning Study Budget and a Public Works & Public Facility Improvement Budget. The forms are meant to act as a guide. You may provide your own budget in another format, if available.

Prior to completing the Budget Form, review the following limitations on the use of CDBG funds:

- CDBG funds may not be used for acquisition of property used for primarily religious purposes or to promote religious interests regardless of the use of the property.
- Requests for funds to undertake capital improvements to real property or open space

development must include proof of legal ownership or authorization from the owner to perform the improvements.

- Renovation costs may include equipment provided the equipment is fixed and permanent and is not moveable.
- Lease or rental of capital equipment is generally advised because all assets acquired by a third-party contractor with CDBG funds have, upon termination of the contract, to be transferred to the County or the contractor must reimburse the CDBG program at the current per unit fair market value less the amount of depreciation previously agreed upon with the County.
- The following costs are not allowed: bad debts; contingencies; contributions and donations; entertainment costs (including meals for social events and awards/graduation banquets); gifts or incentive awards to individuals; fines and penalties resulting from violations of or non-compliance with Federal, State or Local laws; interest on borrowed capital; fundraising; investment management; losses on other awards; and, litigation expenses.

Community Development Division Contacts				
Jeffery McCann	jmccann@ monroecounty.gov	CD Manager	CDBG, HOME & ESG program administration	753-2041
Rich Mikiciuk	rmikiciuk@ monroecounty.gov	Sr. Rehabilitation Specialist	CDBG public works and facilities projects; Home Improvement Program inspections and administration	753-2024
Chanh Quach	cquach@ monroecounty.gov	Community Liaison	Affordable Rental Housing and Homeless	753-2021
Phil Morgan	pmorgan@monroecounty.gov	Assistant Rehabilitation Specialist	Home Improvement Program inspections and administration	753-2003
Cathy Shafer	cshafer@ monroecounty.gov	Community Development Assistant	administration; Public Services and ESG	753-2011
Betty Ann Cordero	ecordero@ monroecounty.gov	Community Development Assistant	Home Improvement Program intake;	753-2033

PUBLIC WORKS & PUBLIC FACILITY IMPROVEMENT BUDGET

Budget Item	Calculation	CDBG Request
PERSONNEL		
Salaried Positions – Job Titles	Provide rate of pay (hourly/salary) and percentage of time spent on project (full-time equivalent) or hours per week.	
Harry Donahue DPW Supt.	$39.60/ hr. X 10 hrs. per week @ 8 weeks	$3,960.00
Dave Moore DPW Foreman	$34.46/hr. X 20 hrs. per week @ 10 weeks	$6,892.00
Salaries Total		$10,852.00
Fringe Benefits		$49,261.60
3 laborers, 2 flagmen, 1 equip. operator, & 2 truck drivers	Various pay rates ranging from $21.32 per hr. to $26.67 per hr. for 10 weeks	$76,768.00 based on $23.99 average hourly rate
Total Personnel	Total of Personnel and Fringe Benefits	$136,881.60
DELIVERY COSTS	Provide a description of how you arrive at the total for each line.	
Construction Hard Costs	Purchase of 1200' of 12" cement lined class 51 water main pipe, hydrants, fittings and appurtenances	$60,544.70
Physical Inspections		
Architectural		
Engineering	Chatfield Engineers	$10,000
Rehab Loan Costs		
Permits and Fees		
Insurance		
Legal Fees		
Financing		
Appraisal Costs		
Other – Equipment	FEMA-Equipment Rates	$72,960.00
Total Delivery Costs		$280,386.30

ATTACHMENT B
INSURANCE CERTIFICATES

ATTACHMENT C
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

2. Have not within a three (3) year period preceding this transaction/application/ proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three (3) year period preceding this transaction/application/ proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY
AND CONSEQUENCES FOR VIOLATION

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (http://www2.monroecounty.gov/purch-overview.php);

6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and

7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: _____

_____
[Print Name of Contractor]

By: _____
[Signature]

_____
[Print Name]

_____
[Print Title/Office]

APPENDIX A
STANDARD CLAUSES FOR COUNTY CONTRACTS

APPENDIX A

STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licenser, licensee, lessor, lessee or any other party):

Section 1. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

Section 2. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of $1,000,000 per occurrence, and $3,000,000 aggregate coverage; automobile liability insurance in the amount of $1,000,000 with a minimum of $1,000,000 each occurrence, bodily injury, and property damage. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

Section 5. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

Section 6. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars ($500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars ($500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
402 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

Section 8. RIGHT TO INSPECT

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

Section 9. JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
Room 204
111 Westfall Road
Rochester, New York 14620
Fax: (585) 753-6096
Telephone: (585) 753-1245

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

Section 10. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 11. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

Section 12. CONFIDENTIAL INFORMATION

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of

the Confidential Information.

1. **Scope of Use**

   a. Contractor shall not, without prior authorization from the County acquire, use or copy, in whole or in part, any Confidential Information.

   b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.

   c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.

   d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. **Nature of Obligation**

   Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

Section 13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

Section 14. LAW

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

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.

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

Section 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

Section 19. STATE FINANCE LAW PROVISIONS

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 20. MISCELLANEOUS

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

b. This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.