

## 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, July 18, 2016 7:00pm

Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
  
- **OATH OF OFFICE:** (ceremonial) with refreshments
  - Ceremonial swearing in of those elected 6/21/16 – Trustees Andrews, Crane, LaPierre
  - Ceremonial swearing in of newest Brockport Police – Officer Zachary Wakefield
  
- **CERTIFICATES & PROCLAMATIONS:**
  - Annual Bienvenida proclamation - William Plews & Grania Marcus to accept
  
- **PUBLIC HEARINGS:** none
  - Note: Proposed Local Law – adding a Parks chapter to the Brockport Village Code – public hearing of 12/21/15 carries over to a future meeting – date to be determined
  
- **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)
  
- **GUESTS:**
  - Delanda DeLucia – street closure request for block party – Morgan Court – 8/5/16 4pm-Midnight
  - Town/Gown Neighborhood Relations - street closure request for block party - College St – 8/27/16 3-6pm
  
- **CONSENSUS ITEMS:**
  - Approval of minutes – 6/6/16, 6/27/16, 7/6/16
  - Approval of bills to be paid
  
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    - NYALGRO conference report from Deputy Clerk-Treasurer Linden
    - Village tax collection update
    - Property & liability – 7/12/16 visit by NYMIR risk control rep
    - Employee benefits – 9/1/16 renewal
  
- **DEPARTMENT REPORTS:** (VB meeting the 3<sup>rd</sup> Monday of each month)
  - Treasurer – Treasurer Daniel P. Hendricks
    - Financial reports for period ending 6/30/16
  
  - 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.
    - Status of MOA with Brockport Fire District & Seymour Library – solar participation agreement
    - Status of Village Code recommendations completed by Code Review Committee:
      - inclusion of chapter on Parks
      - inclusion of chapter on EV Charging Stations
      - proposed amendments to Chapter 43 Signs & Billboards
      - proposed amendments to Chapter 58-23B Historic Preservation
    - Status of BVAC request to waive \$1,614.25 in Village taxes on property recently purchased (BVAC is applying through Assessor for exemptions as a non-profit)
    - Frontier Communications – possible cable franchise agreement
  
- **PERSONNEL ITEMS:**
  - Hiring to fill Police Officer vacancy
  - Police Explorers – accept drops/adds to roster
  
- **OLD or NEW BUSINESS:**
  - Monroe County share of semi-annual mortgage tax
  - Authorize grant application – Corbett Park improvement project
  - Accept & authorize Mayor to sign HR Works, Inc. proposal re update of employee handbook (budgeted)
  - Establish Tax Relief Task Force
  - Approval of \$1,000 stipend each for village gardening (Pam Ketchum) & hanging basket watering (Mark Ketchum) & \$500 for purchase of plants & fertilizers for village gardens

- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
  - Trustee/Deputy Mayor William G. Andrews
  - Trustee Annette M. Crane
  - Trustee Katherine J. Kristansen
  - Trustee John D. LaPierre
- **ANNUAL ORGANIZATIONAL PART OF MEETING - APPOINTMENTS & ADOPTIONS**
  - Annual fence permit – GE – 98 Lyman Street
  - Advance approval of certain claims
  - Mileage allowance – per current IRS regulations
  - NYS Retirement Standard Workday Reporting Resolution-Elected & Appointed Officials (not timekeepers)
  - Adopt Village stop signs & traffic signals
  - Thanks for service – term concluded: Jackie Morris (Historic Preservation Board & Tree Board), Art Appleby (Planning Board & Code Review Committee), Pete Selig (Planning Board), Ed Lehman (Tree Board & Ethics Board), Mark Rice (E.L.K. Museum Board)
  - Appointments & Reappointments:
    - Mayor's appointment of Trustee to be Deputy Mayor
    - Official newspaper – Suburban News
    - Official depositories – Chase
    - External Auditor – Insero & Co. CPA's, LLP
    - Village Attorney – Daniel J. Mastrella, Esq. PC
    - Special Counsel – James D. Bell, Esq. re dog cases
    - Village Engineer – Chatfield Engineers, P.C.
    - Village Clerk – Leslie Ann Morelli – 7/20/15 – did 2-year renew to 6/30/17 ✓
    - Village Treasurer – Daniel P. Hendricks – 7/20/15 – did 2-year renewal to 6/30/17 ✓
    - Deputy Village Clerk – Deborah C. Herzog – 7/20/15 – did 2-year renewal to 6/30/17 ✓
    - Deputy Village Clerk-Treasurer – Erica L. Linden – 7/20/15 – did 2-year renewal to 6/30/17 ✓
    - Village Historian – Sarah Cedeno – 1-year renewal to 6/30/17
    - Emergency Coordinator – re EOP – 1-year renewal to 6/30/17 – reappoint Larry Vaughan
    - Public Information Officer re EOP – 1-year renewal to 6/30/17 – reappoint Robert Duff
    - Boards & Committees – reappointments:
      - Zoning Board of Appeals – term to 6/30/21 – Robert Duff
      - Historic Preservation Board – term to 6/30/18 – Kevin McCarthy
      - Tree Board - term to 6/30/20 - Kathy Goetz
      - Ethics Board - term to 6/30/20 – Erica Linden (as employee rep)
      - Code Review Committee – term to 6/30/21 - Robert Duff (as ZBA rep)
      - Parks Committee – term to 6/30/20 – Linda Ketchum
      - Parks Committee - term to 6/30/20 - Luciano Spalla
      - E.L.K. Museum Board - term to 6/30/19 - Karen Owen
      - E.L.K. Museum Board - term to 6/30/19 - Sarah Hefner
    - Boards & Committees – new appointments:
      - E.L.K. Museum Board - term to 6/30/18 – appoint Christine McCabe
      - E.L.K. Museum Board - term to 6/30/19 - appoint Alicia Kerfoot
    - Appoint at next regular meeting:
      - Planning Board – term to 6/30/17
      - Planning Board – term to 6/30/21
      - Historic Preservation Board – term to 6/30/18
    - Authorize advertising these vacancies with position interest forms due to Clerk by Noon 8/3/16:
      - Tree Board – term to 6/30/18
      - Tree Board – term to 6/30/19
      - Tree Board – term to 6/30/19
      - Tree Board – term to 6/30/20
      - Code Review Committee – term to 6/30/19 (as Planning Board rep)
      - Code Review Committee – term to 6/30/19
      - Code Review Committee – term to 6/30/20
      - Ethics Board - term to 6/30/20
  - Appointment of Upstate New York Municipal Workers' Compensation Program (UNYMWCP) Reps
  - Adopt meeting schedule & budget preparation schedule
  - Set Village Board Liaisons to departments / areas / boards / committees
  - Review fee schedule & confirm or amend
  - Review various policies & confirm or amend
    - Village Board Meeting Procedures Policy
    - Village Media Response & Submission Policy
    - Selection Process of Members to Boards & Committees
    - Fund Balance Policy
    - Financial Management/Investment Policy
    - Purchasing/Procurement Policy
    - Village Vehicle Use Policy
    - Village Identity Theft Prevention Program
    - FOIL policy
    - Emergency Operating Plan
- **EXECUTIVE SESSION (if needed)**
- **ADJOURNMENT**

## GUIDELINES FOR PUBLIC COMMENT:

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

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

**VILLAGE OF BROCKPORT  
PROCLAMATION**

*WHEREAS, agriculture is the number one industry in New York State; and*

*WHEREAS, the approximately 1,000 migrant farm workers who come to the Hamlin, Clarkson, Sweden and Brockport area constitute the backbone of our area's agriculture workforce; and*

*WHEREAS, the farm workers are members of our community for approximately six months of each year, during which time they plant and harvest our crops; and*

*WHEREAS, as residents of the Hamlin, Clarkson, Sweden and Brockport community, migrant farm workers make a substantial contribution to our local business economy.*

*BE IT THEREFORE RESOLVED, I, Margaret B. Blackman, by virtue of the authority vested in me as Mayor, and on behalf of the Village Board, do hereby tender this proclamation and do hereby proclaim the week of July 25<sup>th</sup> through July 31<sup>st</sup>, 2016 as a week of recognition of the presence and contributions of our local farms and farm workers, and proclaim this as a Week of Welcome to the migrant farm workers.*

*IN WITNESS WHEREOF, we have here unto set our hands and caused the Corporate Seal of the Village of Brockport to be affixed this 18<sup>th</sup> day of July, in the year 2016.*

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*Margaret B. Blackman, Mayor*

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*William G. Andrews, Trustee/Deputy Mayor*

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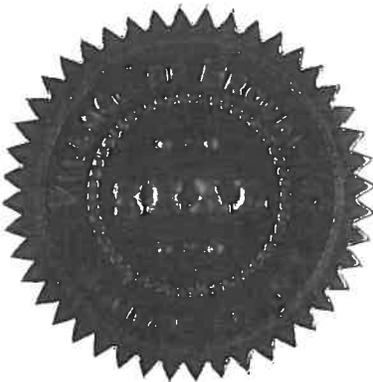
*Annette M. Crane, Trustee*

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*Katherine J. Kristansen, Trustee*

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*John D. LaPierre, Trustee*



**VILLAGE OF BROCKPORT  
STREET CLOSURE APPLICATION**

(i.e. for a block party or festival)

Date of Application: 6/30/16

~~Proof of Insurance Provided:~~ \_\_\_\_\_

→ Date scheduled on Village Board agenda: 7/18/16 7pm

Note: Applicant must attend Village Board meeting.

GROUP / ORGANIZATION: \_\_\_\_\_

PERSON(S) IN CHARGE: Delanda DeLucia

ADDRESS: 23 Morgan Ct.

TELEPHONE: 857-3096 FAX: \_\_\_\_\_

E-MAIL: dwhyrose@yahoo.com

EVENT DATE: August 5, 2016

START TIME: 4pm END TIME: 12am

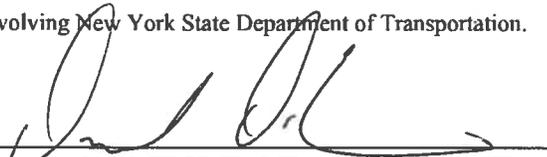
PURPOSE: Block party

STREET(s): specify if entire street or section of (attach a map also)

Morgan Court

APPLICANT AGREES TO ABIDE BY ANY CONDITIONS SET FORTH BY VILLAGE OFFICIALS OR D.O.T.

Note: Main Street closure requires process involving New York State Department of Transportation.

  
SIGNATURE OF APPLICANT

June 30, 2016 4:24pm	
Form:	Street Closure Request
Submitted at:	June 30, 2016 4:24pm
Data:	
Group/Organization:	College at Brockport Town/Gown Neighborhood Assn. Committee
Person(s) in Charge:	Jason Dauenhauer
Address:	40 College St.
Telephone:	585-260-2484
Fax Number:	
E-Mail:	jdauenha@brockport.edu
Event Date:	08/27/16
Start Time:	3:00
End Time:	6:00
Purpose:	As part of the Town/Gown Neighborhood relations subcommittee College Street residents are helping to organize an informational/meet and greet block party. Students, landlords, residents and college departments (student activities, student conduct, student govt, etc.) will have food/refreshments and share information about being good neighbors, noise ordinance, and more. This event will coincide with the College's Saturday of Service where students canvass village streets and pass out information to student renters and residents.
Street(s): specify if entire street or section of:	Entire street



**NYALGRO SCHOOL – JUNE 5-7, 2016**  
**VILLA ROMA RESORT, CALLICOON, NY**  
*“Keep the Peace with Records Management”*

*re Erica Linden,  
Deputy Clerk - Treasurer*

*Reg. Fee \$45  
Hotel \$284  
Meals  
Transportation @  
(Carpooling)*

**SUNDAY, June 5, 2016**

4:00PM – 6:00PM REGISTRATION – Dinner on your Own  
 7:30PM – 9:00PM Welcome Reception

**MONDAY, June 6, 2016**

7:00AM - 8:30AM BREAKFAST

8:00AM - 3:00PM REGISTRATION

8:45AM - 9:00AM WELCOME Desiree Potvin, NYALGRO President  
 Edward T. Sykes, Supervisor, Town of Delaware

9:00AM-10:30AM **Plenary: Getting What We Wished For: The Value of Records in the Modern Age - Thomas Ruller, New York State Archivist** - Whether it is identifying the original plans for aging and now failing infrastructure or developing retention and preservation plans for electronic mail; governments and government officials are relying heavily on records to conduct business and records managers to ensure their records are under control.

10:30AM – 11:00AM COFFEE BREAK AND VISIT WITH VENDORS

11:00AM - Noon **Litigation/Lawsuit – Michael Donnelly, Attorney at Dickover, Donnelly, Donovan LLP**  
 Electronic records are becoming more prominent in our records management lives, and the records manager needs more knowledge from a legal viewpoint easy to understand. This session will discuss records management issues including these topics and more: FOIL and email communications, agency records available prior to a meeting, producing records in a litigation and placing them on hold, and other topics from a legal perspective.

11:00AM - Noon **Managing Social Media – Bonita Weddle, New York State Archives**  
 Social media services make it possible to communicate with citizens in real time. They also present a host of recordkeeping, security, and other challenges. In this session, we'll discuss how to develop policies that minimize the potential pitfalls of social media use and strategies for managing social media records.

Noon - 1:00PM LUNCH - Introduction of Board Members & Vendors

1:00PM - 2:30PM **Scanning Project 101 – Katie Palmer-House, Ed.D, Dover Town Clerk and James Tamaro, Adjunct Professor at SUNY Buffalo**  
 This session will begin with a basic introduction to the principles and activities associated with carrying out a scanning project and managing the digital records resulting from a project and conclude with a review of some very practical advice.

1:00PM – 2:30PM **I am Now the RMO, Now What? - Panelists: Kathy Montemarano, Lillian Barton, Rosemary Switzer, Gina Doty**  
 This session will be a panel of NYALGRO board members with "38" years of combined knowledge in the field of records management to talk about their journey to where they are now. We solicit questions from the audience to collaborate together in this learning environment together.

2:30PM - 3:00PM COFFEE BREAK AND VISIT WITH VENDORS

3:00PM – 5:00PM **Vendor Blender – Vendors give short demonstrations.** The New York Association of Local Government Records Officers are pleased to launch a new program this year for our vendors. The purpose of the new session is to give the vendors an opportunity for more time with school attendees. As part of this engagement, the attendees will develop a better understanding of products and services.

- 3:00PM – 5:00PM**      **Tour - Bethel Woods Museum (site where the 1969 Woodstock Festival was held)**
- 6:00PM**                      **President's Reception/Cocktail Hour**
- 7:00PM**                      **Annual Dinner Banquet/Award Ceremony**

**TUESDAY, June 7, 2016**

**7:00AM - 8:15AM**      **BREAKFAST**

**8:30AM - Noon**              **REGISTRATION**

**8:30AM - Noon**              **Email Essentials – David Lowry, NY Archives and Linda Bull, NY Archives RAO**  
 Email messages can be official records when created or received in the transaction of public business. This session will touch on a variety of email issues and here are a few of them: identify emails that are records, consider the best retention strategies, and file, maintain, and preserve e-mails.

**8:30AM – 10:00AM**      **Capitalizing on the Cloud – Dr. Patricia Franks, Certified Archivist, Certified Records Manager, and Information Governance Professional**  
 This presentation will share examples of local government use of cloud based software and services, provide insight into potential risks, and offer suggestions to mitigate the risks associated with government use of the cloud.

**10:00AM - 10:30AM**      **COFFEE BREAK AND VISIT WITH VENDORS**

**10:30AM - Noon**              **Managing Court Records – Geof Huth, Chief Records Officer of the New York State Unified Court System**  
 If you are responsible for managing records of the courts and need more information about how to manage the records of retired judges or of the Supreme and County courts, attend this session for advice and direction directly from the Court System's Office of Records Management.

**Noon – 1:00PM**              **LUNCH – Cheryl Steinbach Annual Scholarship Awards and Business Meeting**  
**VENDOR PRIZES WILL BE GIVEN OUT DURING LUNCH**

**1:00PM - 2:30PM**              **Retention Schedules - breakout session, NYALGRO Board Members**  
 This is your opportunity to network with other individuals in your field to see how they code a document or how they use their retention schedule. Town, City, Schools, Counties, Village, Colleges and Fire districts will be breaking out into groups to discuss their own schedule challenges and successes. Larger breakout spaces for this year's discussions.

**2:30PM – 3:00PM**              **BREAK**

**3:00PM – 4:30PM**              **Protecting Essential Work and Personal Records - Lillian Barton, Saint Regis Mohawk Tribe RMO**  
 This session is for those who are interested in learning how to create a "bug-out" book in case of an emergency or disaster. Participants will learn how to develop a plan and make a binder that contains vital information needed to carry on in the event of a disaster or emergency. A binder will be provided and you can take it with you.

**6:00PM**                      **Dinner on your own for those staying overnight**

**We hope to see you at our June 2017 NYALGRO School in Geneva, NY.  
 Please look at our website for more information. Thank you for coming!**

**<http://www.nyalgro.org/>**

Erica Linden, Deputy Clerk-Treasurer, attended the annual NYALGRO (New York Association of Local Record Officers) school from June 5- June 7.

Sessions attended:

- Plenary Session: Getting What We Wished For: The Value of Records in the Modern Age by Thomas Ruller, NYS Archivist.
- Managing Social Media by Bonita Weddle, NYS Archivist
- Scanning Project 101 with Katie Palmer-House, Ed.D, Dover Town Clerk, and James Tamaro, Adjunct Professor at SUNY Buffalo.
- Capitalizing on the Cloud by Dr. Patricia Franks, Certified Archivist, Certified Records Manager and Information Governance Professional.
- Managing Court Records with Geof Huth, Chief Records Officer of the NYS Unified Court System
- Retention Schedules with NYALGRO Board Members and State representatives
- Protecting Essential Work and Personal Records by Lillian Barton, Saint Regis Mohawk Tribe RMO

This was a very informative school, with timely sessions for own village in Managing Social Media and Managing Court Records as well as the Scanning Project, as we hope to receive a grant award for a scanning project with building and code files in August.

Many power point presentations are available online at [www.nyalgro.org](http://www.nyalgro.org)

Key items for us to take into consideration as we move forward with the possible use of social media – providing a disclaimer that information on such media is not the original record and will not be maintained as such and that no comments made by others on the site will be considered items of public record. In practice this means never posting any items that do not already exist somewhere else, and to be certain to only post items that reflect official policy, no election campaigning and no promoting of commercial interests. NYS offers excellent examples of disclaimers on their site.

There is a channel on YouTube specifically for government use/posting of meetings.

We do need to know if we are archiving our website, this is an important area to consider, and Steve Tanner is looking into how things are being archived currently.

Scanning Project raised interesting ideas about scanning items as they come into the village, instead of always working backwards on a scan project. Erica is working towards this in certain areas including all energy related invoices. The bottom line is that paper is a tool, not a long-term answer, and we should be working to reduce our footprint and increase better access, not just for the public but for employees internally.

The icloud session was extremely technical, and provided local governments or college systems using different icloud solutions. The key characteristics of an icloud solution are: flexible, scaleable and elastic. Amazon hosts the largest icloud globally and does offer a government specific solution. The

session raised questions about whether or not we should have a policy spelling out when a record should be stored in the cloud.

Information from the Court Records session was shared with Corey and Jenny. The primary take-a-ways were that no record belongs to the local court – every record belongs to the NYS Unified Court System and before any record can be destroyed, even according to its proper retention schedule, the local court must ask permission from the NYS Unified Court System. The other important item is that after a judge leaves the bench, his or her records (for all closed cases) automatically become property of the records manager for the municipality – not the court. Some municipalities have agreements with the court clerks that the records are property of the records manager and in the custody of the court clerk.

Many other useful tips and resources came out of this training and Erica is working to ask further questions of how things pertain to Brockport and to follow-up on how we can integrate some of this information as we move forward.

**Village of Brockport**

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

Statement of Actual & Estimated Revenue

Village of Brockport  
For Period Ending 06/30/2016  
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	2,651,216.00			2,651,216.00	
A1081.0000					
In-Lieu-Of Taxes	13,330.00	40,293.57	40,293.57	26,963.57-	302.28
A1090.0000					
Int & Penalties on Taxes	12,000.00			12,000.00	
A1120.0000					
County Sales Tax	1,580,000.00			1,580,000.00	
A1130.0000					
Utility Gross Receipts Tax	75,000.00	616.91	616.91	74,383.09	0.82
A1170.0000					
Franchise Tax	75,000.00			75,000.00	
A1230.0000					
Clerk/Treasurer Fees	1,250.00	200.00	200.00	1,050.00	16.00
A1520.0000					
Police Fees	500.00			500.00	
A1560.0000					
Safety Inspections	20,000.00	3,700.00	3,700.00	16,300.00	18.50
A1710.0000					
Public Works Services	3,000.00	120.56	120.56	2,879.44	4.02
A1789.0000					
Docking Fees	3,500.00	562.00	562.00	2,938.00	16.06
A2089.0000					
Farmers Market Fees	2,500.00			2,500.00	
A2110.0000					
Zoning Fees	1,500.00	245.00	245.00	1,255.00	16.33
A2115.0000					
Planning Fees	600.00	135.00	135.00	465.00	22.50
A2389.3000					
Monroe County - DWI	15,130.00			15,130.00	
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00			5,000.00	
A2401.0000					
Interest & Earnings	1,000.00			1,000.00	
A2545.0000					
Bus / Occupation License	40,000.00	263.50	263.50	39,736.50	0.66
A2590.0000					
Permits	5,000.00	1,500.00	1,500.00	3,500.00	30.00
A2610.0000					
Fines & Forfeitures	100,000.00	362.50	362.50	99,637.50	0.36
A2650.0000					
Scrap Sales	1,000.00	739.00	739.00	261.00	73.90
A2655.0000					
Minor Sales	3,500.00			3,500.00	
A2655.0001					
Minor Sales - Museum (Adopt A Picture)		65.00	65.00	65.00-	
A2680.0000					
Insurance Recoveries	6,500.00			6,500.00	
A2690.0000					
Other Comp - Reimbursement	2,500.00	3,899.00	3,899.00	1,399.00-	155.96
A2701.0000					
Refund of P/Y Exp	44,600.00	448.84	448.84	44,151.16	1.01
A2770.0000					
Other Unclassified	2,000.00			2,000.00	
A3001.0000					
State Aid - AIM	120,000.00			120,000.00	
A3005.0000					
State Aid-Mortgage Tax	25,000.00	26,447.72	26,447.72	1,447.72-	105.79
A3089.7000					

Date: 07/12/2016  
Time: 5:08:51PM

# Statement of Actual & Estimated Revenue

User: DAN  
Page: 2

Village of Brockport  
For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
State Aid - Other A3089.7001	4,400.00			4,400.00	
State Aid, CHIPS	84,291.00			84,291.00	
<b>Report Totals</b>	<b>5,174,317.00</b>	<b>79,598.60</b>	<b>79,598.60</b>	<b>5,094,718.40</b>	<b>1.54</b>

**Village of Brockport**

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

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1010.1000							
Trustees-Personal Services	13,777.00	1,148.00	1,148.00			12,629.00	8.33
A1010.4000							
Trustees-Contractual Expenses	36,000.00	9,000.00	9,000.00			27,000.00	25.00
A1010.4030							
Trustees-Conference Exp	2,000.00					2,000.00	
A1010.4031							
Publications	1,750.00					1,750.00	
A1010.4090							
Trustees-Miscellaneous	250.00					250.00	
A1110.1000							
Court - Personnel Services	72,254.00	6,674.50	6,674.50			65,579.50	9.24
A1110.2000							
Court - Equipment	1,000.00					1,000.00	
A1110.4000							
Court - Contractual Services	6,500.00	1,246.79	1,246.79			5,253.21	19.18
A1110.4060							
Court - Postage	1,250.00					1,250.00	
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	822.25			9,044.75	8.33
A1210.4000							
Mayor-Contractual Expenses	100.00					100.00	
A1210.4010							
Mayor-Telephone	1,500.00	132.18	132.18			1,367.82	8.81
A1210.4050							
Mayor-Conference Exp	1,500.00					1,500.00	
A1210.4090							
Mayor-Miscellaneous	50.00					50.00	
A1320.4000							
Auditor-Contractual Expenses	11,300.00					11,300.00	
A1325.1000							
Cirk/Treas-Personal Services	146,434.00	12,769.17	12,769.17			133,664.83	8.72
A1325.4000							
Cirk/Treas-Total Contractual Expense	2,200.00	125.00	125.00			2,075.00	5.68
A1325.4010							
Cirk/Treas-Telephone	8,000.00	330.47	330.47			7,669.53	4.13
A1325.4020							
Cirk/Treas-Office Supplies	4,750.00	291.25	291.25			4,458.75	6.13
A1325.4030							
Cirk/Treas-Computer Supplies	11,000.00					11,000.00	
A1325.4050							
Cirk/Treas-Membership Fees	700.00					700.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 06/30/2016  
Selecting on FUND from A to A

ACCOUNT	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1325.4060							
Clrk/Treas-Postage	7,000.00	499.33	499.33			6,500.67	7.13
A1325.4070							
Clrk/Treas-Copier Expenses	5,000.00	476.00	476.00			4,524.00	9.52
A1325.4080							
Clrk/Treas-Payroll Expense	4,750.00	310.38	310.38			4,439.62	6.53
A1325.4090							
Clrk/Treas-Miscellaneous	5,000.00					5,000.00	
A1325.4100							
Clrk/Treas - Publications	4,500.00	738.61	738.61			3,761.39	16.41
A1325.4110							
Clrk/Treas-Training	2,500.00	224.00	224.00			2,276.00	8.96
A1325.4120							
Clrk/Treas-Tax Bill Processing	2,000.00	1,639.97	1,639.97			360.03	82.00
A1420.1000							
Law-Pers Svcs-Vlg. Att (70%)	50,000.00					50,000.00	
A1420.4000							
Law-Total Contractual Expenses		109.24	109.24			109.24-	
A1440.4000							
Engineer-Total Contractual Expense	5,000.00					5,000.00	
A1450.4010							
Elections-Inspector Salaries	1,150.00	1,100.00	1,100.00			50.00	95.65
A1450.4020							
Elections-Legal Notice Publication	300.00	138.84	138.84			161.16	46.28
A1450.4030							
Elections-Supplies	400.00	1,480.05	1,480.05			1,080.05-	370.01
A1490.1000							
Pub Wrks Admin-Total Personal Ser	133,550.00	10,031.68	10,031.68			123,518.32	7.51
A1490.4020							
Pub Wrks Admin-Conference Exp	1,200.00					1,200.00	
A1490.4030							
Office Supplies/Postage	900.00	57.57	57.57			842.43	6.40
A1490.4040							
Permits, Licenses, Fees	300.00					300.00	
A1490.4090							
Pub Wrks Admin-Miscellaneous	300.00					300.00	
A1620.4020							
Natural Gas-DPW	6,000.00	164.06	164.06			5,835.94	2.73
A1620.4021							
Bldgs-Gas 1 Clinton Street	1,500.00	50.64	50.64			1,449.36	3.38
A1620.4022							
Bldgs-Gas 49 State Street	2,000.00	97.87	97.87			1,902.13	4.89

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1620.4030							
Electric-DPW	9,300.00	479.87	479.87			8,820.13	5.16
A1620.4031							
Bldgs-Electric-1 Clinton Street	15,000.00	1,066.69	1,066.69			13,933.31	7.11
A1620.4032							
Bldgs-Electric-49 State Street	6,000.00	467.45	467.45			5,532.55	7.79
A1620.4034							
Elec- Main St Sign	300.00	21.23	21.23			278.77	7.08
A1620.4050							
Bldgs-Janitorial Supplies	750.00	120.00	120.00			630.00	16.00
A1620.4051							
Bldgs-Janitor Supplies- Clinton St	5,000.00	300.00	300.00			4,700.00	6.00
A1620.4052							
Bldgs-Janitor Supplies-State Street	5,000.00	237.50	237.50			4,762.50	4.75
A1620.4060							
Bldgs-Repair Items	25,500.00	1,137.82	1,137.82			24,362.18	4.46
A1620.4070							
Telephone - DPW	1,800.00	112.03	112.03			1,687.97	6.22
A1620.4090							
Bldgs-Miscellaneous	3,710.00	1,858.37	1,858.37			1,851.63	50.09
A1640.4000							
Central Garage- Contractual Expens	1,750.00					1,750.00	
A1640.4010							
Fasteners	1,000.00	109.82	109.82			890.18	10.98
A1640.4020							
Auto -Electrical	650.00					650.00	
A1640.4040							
Tools	1,000.00					1,000.00	
A1640.4050							
Welding Supplies	500.00					500.00	
A1640.4060							
Fuel Additives/Oil	2,875.00					2,875.00	
A1640.4061							
Oil Expenditures (Not Fuel Oil)	500.00					500.00	
A1640.4070							
Shop Supplies	2,500.00	23.50	23.50			2,476.50	0.94
A1640.4080							
Hydraulic Supplies	500.00					500.00	
A1640.4090							
Miscellaneous	4,925.00	37.32	37.32			4,887.68	0.76
A1670.4000							
Central Mailing	2,000.00	454.59	454.59			1,545.41	22.73

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1680.2000							
IT Hardware Software	2,500.00					2,500.00	
A1680.4000							
IT Hardware Software	14,000.00	1,700.00	1,700.00			12,300.00	12.14
A1910.4000							
Unallocated Insurance	47,000.00	1,345.05	1,345.05			45,654.95	2.86
A1920.4000							
Municipal-Membership Dues	5,200.00					5,200.00	
A1950.4000							
Taxes on Village Property	1,300.00					1,300.00	
A1990.4000							
Contingency-Allocation Only	100,000.00					100,000.00	
A3120.1000							
Police-Total Personal Services	1,096,965.00	96,543.39	96,543.39			1,000,421.61	8.80
A3120.1040							
Police-Crossing Guards	13,465.00	1,187.88	1,187.88			12,277.12	8.82
A3120.1055							
Police-Secretaries P/T	60,046.00	4,620.00	4,620.00			55,426.00	7.69
A3120.1060							
Overtime	100,000.00	8,169.24	8,169.24			91,830.76	8.17
A3120.2010							
Police-Vehicles	26,500.00					26,500.00	
A3120.2020							
Police-Firearms	2,700.00					2,700.00	
A3120.2040							
Police-Office Furniture/Equip	2,000.00				903.16	1,096.84	45.16
A3120.2051							
Police-Computer Software	8,000.00					8,000.00	
A3120.4000							
Police-Total Contractual	4,000.00					4,000.00	
A3120.4001							
Police - Insurance Law Enforcement	17,350.00					17,350.00	
A3120.4010							
Police-Telephone	10,200.00	825.46	825.46			9,374.54	8.09
A3120.4020							
Police-Office Supplies/Postage	3,500.00	34.14	34.14		41.60	3,424.26	2.16
A3120.4030							
Police-Fleet Maintenance	3,300.00	95.12	95.12		542.56	2,662.32	19.32
A3120.4031							
Police-Fleet Repairs	1,500.00					1,500.00	
A3120.4032							
Police-Fleet Supplies & Equip	12,200.00					12,200.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4040	15,000.00					15,000.00	
Police-Fuel							
A3120.4060							
Police-Maintenance Contracts	6,000.00	995.07	995.07		5,000.00	4.93	99.92
A3120.4065							
Office Equip Lease/Rental	7,400.00	527.99	527.99			6,872.01	7.14
A3120.4080							
Police-Quarter Master Unit	8,000.00	19.95	19.95		952.20	7,027.85	12.15
A3120.4090							
Police-Miscellaneous	2,000.00	56.99	56.99			1,943.01	2.85
A3120.4100							
Affiliations	250.00					250.00	
A3120.4105							
Training, School, Conferences	1,000.00					1,000.00	
A3120.4110							
Police-Publications	600.00					600.00	
A3120.4120							
Police-Supplies/Life Safety Supplies	12,300.00	21.98	21.98			12,278.02	0.18
A3120.4130							
Police-Computer Supplies	1,000.00	229.94	229.94			770.06	22.99
A3120.4140							
Police-Medical/Psychological	850.00					850.00	
A3120.4150							
Police-Special Enforcement	4,300.00					4,300.00	
A3120.4155							
Police- STOP DWI	15,130.00					15,130.00	
A3120.4160							
Police-Bike Patrol	500.00					500.00	
A3120.4165							
Police - Traffic Safety Grant	4,400.00					4,400.00	
A3120.4170							
Police-Explorer Post	1,000.00					1,000.00	
A3120.4175							
Police - Monroe County "Crackdown"	7,445.00					7,445.00	
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							
Police-Less Lethal Training Equip	1,100.00					1,100.00	

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3310.4010							
Traffic Control-Signal	600.00					600.00	
A3310.4020							
Traffic Control-Paint	1,500.00	131.78	131.78			1,368.22	8.79
A3310.4030							
Traffic Control-Signs	2,500.00					2,500.00	
A3310.4040							
Traffic Control-Channels & Posts	1,300.00				923.52	376.48	71.04
A3310.4090							
Traffic Control-Miscellaneous	400.00	21.77	21.77			378.23	5.44
A3620.1000							
Safety Insp-Total Personal Services	124,747.00	9,344.68	9,344.68			115,402.32	7.49
A3620.2000							
Safety Insp-Equipment	3,000.00					3,000.00	
A3620.4010							
Cellular/Telephone	1,500.00	132.10	132.10			1,367.90	8.81
A3620.4020							
Training	3,500.00	99.14	99.14			3,400.86	2.83
A3620.4030							
Safety Insp-Computer Supplies	500.00	109.23	109.23			390.77	21.85
A3620.4040							
Fuel	1,800.00					1,800.00	
A3620.4050							
Association Dues	350.00					350.00	
A3620.4080							
Safety Insp-Uniforms	1,800.00					1,800.00	
A3620.4090							
Miscellaneous	2,000.00	189.00	189.00			1,811.00	9.45
A3620.4200							
Postage	2,000.00					2,000.00	
A3620.4210							
Vehicle Maintenance	450.00					450.00	
A5110.1000							
Str Maint-Total Personal Services	534,902.00	62,818.21	62,818.21			472,083.79	11.74
A5110.2080							
Str Maint-Other Equip-Over \$10,000	90,250.00	27,465.00	27,465.00			62,785.00	30.43
A5110.4000							
Str Maint-Total Contractual Expense	100.00					100.00	
A5110.4010							
Str Maint-Telephone	1,500.00	159.40	159.40			1,340.60	10.63
A5110.4041							
Str Maint-Diesel Fuel	25,000.00					25,000.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5110.4042							
Str Maint-Regular Fuel	19,000.00	2,230.70	2,230.70			16,769.30	11.74
A5110.4050							
Str Maint-Tools	900.00	87.47	87.47			812.53	9.72
A5110.4060							
Str Maint-Stone	3,000.00					3,000.00	
A5110.4070							
Str Maint-Asphalt	80,000.00	4,275.00	4,275.00			75,725.00	5.34
A5110.4080							
Str Maint-Uniforms	3,500.00				500.00	3,000.00	14.29
A5110.4085							
Str Maint-Shoes/Boots	1,800.00					1,800.00	
A5110.4090							
Str Maint-Miscellaneous	4,000.00					4,000.00	
A5110.4100							
Str Maint-Equipment Parts	5,800.00	240.64	240.64			5,559.36	4.15
A5110.4110							
Str Maint-Truck Parts	14,000.00	1,690.38	1,690.38		745.00	11,564.62	17.40
A5110.4130							
Str Maint-Physicals/Drug Testing	800.00	120.00	120.00			680.00	15.00
A5110.4140							
Str Maint-Buildings	1,200.00					1,200.00	
A5110.4150							
Str Maint-Concrete	2,200.00					2,200.00	
A5110.4160							
Str Maint-Fill Material	100.00					100.00	
A5110.4165							
Str Maint-Top Soil	1,000.00					1,000.00	
A5110.4170							
Str Maint-Shop Supplies	500.00					500.00	
A5110.4180							
Str Maint-Training/Travel	200.00					200.00	
A5110.4190							
Str Maint-Grass Seed	500.00					500.00	
A5110.4200							
Str Maint-Publications	150.00					150.00	
A5110.4210							
Str Maint-Manholes & Covers	1,000.00					1,000.00	
A5110.4220							
Str Maint-Office Supplies	100.00					100.00	
A5110.4230							
Str Maint-Equip Rental	100.00					100.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 06/30/2016  
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5112.2000						84,291.00	
CHIPS Work	84,291.00						
A5142.2000						7,000.00	
Snow Plowing-Equipment-Plows	7,000.00						
A5142.4010						32,000.00	
Snow Plowing-Salt	32,000.00						
A5142.4015						6,000.00	
Snow Plowing-Deicer	6,000.00						
A5142.4030						5,000.00	
Snow Plowing-Plow Parts	5,000.00						
A5142.4090						200.00	
Snow Plowing-Contractual Expenses	200.00						
A5182.4010						91,861.72	0.15
Street Lighting-Electricity	92,000.00	138.28	138.28				
A5182.4030						1,000.00	
Street Lighting-Repairs	1,000.00						
A5182.4040						1,500.00	
Street Lighting-Parts	1,500.00						
A5182.4090						100.00	
Street Lighting-Contractual Expenses	100.00						
A5410.4010						10,000.00	
Sidewalks-Concrete	10,000.00						
A5410.4020						600.00	
Sidewalks-Stone	600.00						
A5410.4090						461.06	7.79
Sidewalks-Contractual Expenses-Mis	500.00	38.94	38.94				
A5650.4020						200.00	
Paint	200.00						
A5650.4030						200.00	
Signs	200.00						
A5650.4040						200.00	
Posts	200.00						
A6410.4000						5,064.57	22.08
Economic Development	6,500.00	1,057.93	1,057.93		377.50		
A6520.4000						341.19	86.35
Farmer's Mkt Manager	2,500.00				2,158.81		
A7140.2000						8,500.00	
Parks/Playgrounds-Total Equipment	8,500.00						
A7140.2010						1,500.00	
Park/Playgrounds-Playground Equip	1,500.00						
A7140.2020						179.08	
Parks/Playgrounds-Park Equipment		179.08	179.08				

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A7140.4000							
Parks & Playgrounds-Totals Contract	1,500.00					1,500.00	
A7140.4010							
Parks/Playgrounds-Equipment Repair	500.00					500.00	
A7140.4020							
Parks/Playgrounds-Maintenance Sup	4,000.00					4,000.00	
A7140.4030							
Parks/Playgrounds-Gardening	400.00					400.00	
A7140.4090							
Parks/Playgrounds-Miscellaneous	500.00					500.00	
A7415.4000							
Seymour Library	192,036.00	192,035.43	192,035.43			0.57	100.00
A7450.4000							
Museum-Contractual Expenses	3,000.00	80.07	80.07		468.43	2,451.50	18.28
A7450.4010							
Museum - Adopt A Picture Expenses	345.00	345.00	345.00			345.00-	
A7510.4000							
Total Contractual Expenses	1,200.00					1,200.00	
A7510.4090							
Historian-Miscellaneous	200.00					200.00	
A7550.4035							
Low Bridge High Water Festival	1,618.10	1,618.10	1,618.10			1,618.10-	
A7550.4040							
Celebrations-Special Events	1,000.00	1,035.42	1,035.42			35.42-	103.54
A7550.4050							
Celebrations-Electric	600.00	38.91	38.91			561.09	6.49
A7550.4090							
Celebrations-Miscellaneous	1,200.00					1,200.00	
A8010.4010							
Zoning- Member Stipends	625.00	65.00	65.00			560.00	10.40
A8010.4020							
Zoning-Conference Expense	155.00					155.00	
A8010.4300							
Zoning-Publications	170.00					170.00	
A8020.1000							
Planning Board-Personal Services	6,443.00	345.94	345.94			6,097.06	5.37
A8020.4020							
Planning Board-Conference Expense	500.00					500.00	
A8020.4030							
Planning Board-Board Expenses	200.00	22.96	22.96			177.04	11.48
A8140.4010							
Storm Sewer-Supply Parts	6,000.00					6,000.00	

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 06/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A8140.4020							
Strom Sewer-Maintenance Supplies	1,200.00					1,200.00	
A8140.4090							
Storm Sewers-Miscellaneous	4,000.00	3,671.00	3,671.00			329.00	91.78
A8160.4010							
Refuse Collection-Monthly Trash Ren	3,950.00	344.02	344.02			3,605.98	8.71
A8160.4030							
Refuse Collection-Brush Pick-up	3,600.00	152.00	152.00			3,448.00	4.22
A8160.4040							
Refuse Collection-Special Pick-up (	50.00					50.00	
A8160.4050							
Refuse Collection-Coolant Removal	200.00					200.00	
A8170.4010							
Str Cleaning-Sweeper Repairs	1,000.00					1,000.00	
A8170.4020							
Str Cleaning-Sweeper parts	4,000.00	39.54	39.54			3,960.46	0.99
A8170.4090							
Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4002							
Sanitation-Landfill-Testing	5,000.00	300.00	300.00			4,700.00	6.00
A8560.4010							
Equipment Repairs	1,200.00					1,200.00	
A8560.4020							
Shade Trees-New Tree Purchases	1,500.00					1,500.00	
A8560.4030							
Shade Trees-Supplies	500.00					500.00	
A8560.4090							
Shade Trees-Miscellaneous	3,000.00	15.00	15.00			2,985.00	0.50
A9010.8000							
NYS Retirement	181,129.00					181,129.00	
A9015.8000							
Police Retirement System Payments	255,426.00					255,426.00	
A9030.8000							
Social Security	176,560.00	16,230.23	16,230.23			160,329.77	9.19
A9040.8000							
Workers Compensation	125,000.00	50.00	50.00			124,950.00	0.04
A9045.8000							
Life Insurance	8,200.00	1,331.68	1,331.68			6,868.32	16.24
A9050.8000							
Unemployment Expense	10,000.00					10,000.00	
A9055.8000							
Disability Insurance	6,000.00	1,008.00	1,008.00			4,992.00	16.80

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 06/30/2016  
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A9060.8000							
Medical Insurance	461,130.00	78,022.30	78,022.30			383,107.70	16.92
A9061.8000							
HRA	140,000.00					140,000.00	
A9070.8000							
Dental Insurance	65,160.00	12,914.67	12,914.67			52,245.33	19.82
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:	5,174,317.00	592,650.24	592,650.24	0.00	12,612.78	4,569,053.98	11.70
A (Fund - A)							
Report totals	5,174,317.00	592,650.24	592,650.24	0.00	12,612.78	4,569,053.98	11.70

**Village of Brockport**

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

# Statement of Actual & Estimated Revenue

Village of Brockport  
 For Period Ending 06/30/2016  
 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	601,869.00	48,523.63	48,523.63	553,345.37	8.06
F2141.0000					
Meter Water Sales O/G	505,000.00	37,854.66	37,854.66	467,145.34	7.50
F2144.0000					
Water Service Charges	8,000.00	156.88	156.88	7,843.12	1.96
F2148.0000					
Interest & Penalties	8,000.00	1,120.80	1,120.80	6,879.20	14.01
F2401.0000					
Interest & Earnings	1,000.00			1,000.00	
F2401.1000					
Int Earned-Spec Reserves	250.00			250.00	
<b>Report Totals</b>	<b>1,124,119.00</b>	<b>87,655.97</b>	<b>87,655.97</b>	<b>1,036,463.03</b>	<b>7.80</b>

**Village of Brockport**

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

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2016

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F1440.4000							
Engineer-Contractual Exp	7,500.00	50.00	50.00			7,450.00	0.67
F1620.4060							
Bldg. Repairs - Water Dept.	1,000.00	510.41	510.41			489.59	51.04
F1680.2000							
It Hardware Software	1,000.00					1,000.00	
F1680.4000							
IT Hardware Software	2,500.00					2,500.00	
F1910.4000							
General Insurance	22,500.00					22,500.00	
F1990.4000							
Water-Contingency	26,750.00					26,750.00	
F8310.1000							
Water-Supervision	93,566.00	10,833.09	10,833.09			82,732.91	11.58
F8310.4000							
Water Admin Total CE	1,400.00					1,400.00	
F8310.4010							
Payroll Charges	250.00					250.00	
F8310.4040							
Office Expense	1,800.00					1,800.00	
F8310.4090							
Miscellaneous	900.00					900.00	
F8310.4200							
Postage	2,400.00					2,400.00	
F8320.4000							
Water Purchases	460,000.00	44,796.00	44,796.00			415,204.00	9.74
F8340.1000							
Water-Labor	104,536.00	11,296.97	11,296.97			93,239.03	10.81
F8340.2020							
Vehicles	88,130.00					88,130.00	
F8340.2040							
Meters	10,000.00					10,000.00	
F8340.2050							
Wtr Transm - Equipment Other	12,500.00					12,500.00	
F8340.4000							
Wtr Transm-Ttl Cont Exp	39,225.00					39,225.00	
F8340.400W							
Water Main Replacement West Ave.		26,913.78	26,913.78			26,913.78-	
F8340.4010							
Water Main Supplies	8,000.00	658.60	658.60			7,341.40	8.23
F8340.4020							
Vehicle Parts & Supplies	7,427.00					7,427.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 06/30/2016  
Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F8340.4030 Meter Supplies	500.00					500.00	
F8340.4040 Curb Box Supplies	2,100.00					2,100.00	
F8340.4041 Fuel	5,000.00					5,000.00	
F8340.4050 Stone	2,000.00					2,000.00	
F8340.4060 Asphalt	2,500.00					2,500.00	
F8340.4070 Dirt	3,100.00					3,100.00	
F8340.4080 Water Transm-Uniforms	1,250.00	365.63	365.63		70.00	814.37	34.85
F8340.4090 Miscellaneous	6,750.00					6,750.00	
F8340.4100 Water Transm-Telephone	2,500.00	164.90	164.90			2,335.10	6.60
F8340.4110 Water Transm-Electricity	5,000.00	377.15	377.15			4,622.85	7.54
F8340.4120 Transm - Sample Testing	26,000.00					26,000.00	
F8340.4130 Wtr Transm-Drug/Alcohol Testing	250.00					250.00	
F8340.4140 Wtr Trans-Equip Repair	850.00					850.00	
F8340.4150 Wtr Trans-Training	250.00					250.00	
F8340.4160 Wtr Trans-Concrete	200.00					200.00	
F8340.4170 Wtr Transm-Gas	200.00	29.21	29.21			170.79	14.61
F8340.4171 Heating Oil	2,800.00					2,800.00	
F8340.4180 Water Transm-Publications	3,000.00					3,000.00	
F9010.8000 NYS Retirement	27,797.00					27,797.00	
F9030.8000 Social Security	15,155.00	1,684.82	1,684.82			13,470.18	11.12
F9040.8000 Workers Compensation	20,500.00					20,500.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 06/30/2016  
Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F9045.8000							
Life Insurance	660.00					660.00	
F9055.8000							
Disability Insurance	504.00					504.00	
F9060.8000							
Hospital Insurance	26,120.00					26,120.00	
F9061.8000							
HRA	12,100.00					12,100.00	
F9070.8000							
Dental Insurance	4,500.00					4,500.00	
F9710.6000							
Serial Bond - Principle payments	32,691.00					32,691.00	
F9710.7000							
Serial Bond - Interest payments	28,458.00					28,458.00	
<b>Totals for Fund:</b>	<b>1,124,119.00</b>	<b>97,680.56</b>	<b>97,680.56</b>	<b>0.00</b>	<b>70.00</b>	<b>1,026,368.44</b>	<b>8.70</b>
<b>F (Fund - F)</b>							
<b>Report totals</b>	<b>1,124,119.00</b>	<b>97,680.56</b>	<b>97,680.56</b>	<b>0.00</b>	<b>70.00</b>	<b>1,026,368.44</b>	<b>8.70</b>

**Village of Brockport**

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

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2016

Selecting on FUND from G to G

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G8120.2000						15,000.00	
Sanitary Sewers- Equipment	15,000.00						
G8120.4000						29,523.25	1.98
Contractual	30,121.00	597.75	597.75				
G8120.4010						4,500.00	
Sanitary Sewers- Truck Parts	4,500.00						
G8120.4020						100.00	
Sanitary Sewers- Supply Parts	100.00						
G9710.6000						52,309.00	
Bond Principal	52,309.00						
G9710.7000						45,536.00	
Bond Interest	45,536.00						
<b>Totals for Fund:</b>	<b>147,566.00</b>	<b>597.75</b>	<b>597.75</b>	<b>0.00</b>		<b>146,968.25</b>	<b>0.41</b>
<b>G (Fund - G)</b>							
<b>Report totals</b>	<b>147,566.00</b>	<b>597.75</b>	<b>597.75</b>	<b>0.00</b>		<b>146,968.25</b>	<b>0.41</b>

## **Village of Brockport**

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

# Statement of Actual & Estimated Revenue

Village of Brockport  
For Period Ending 06/30/2016

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	147,466.00	10,901.24	10,901.24	136,564.76	7.39
G2128.0000					
Sanitary Sewer- Interest and Penalties	100.00			100.00	
G2401.0000					
Interest and Earning- Sewer Fund		1.02	1.02	1.02-	
<b>Report Totals</b>	<b>147,566.00</b>	<b>10,902.26</b>	<b>10,902.26</b>	<b>136,663.74</b>	<b>7.39</b>

Leslie Morelli

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**From:** Leslie Morelli  
**Sent:** Friday, July 01, 2016 10:10 AM  
**To:** Village Attorney Daniel Mastrella; Treasurer (pt) Daniel P. Hendricks  
**Cc:** Mayor Margay Blackman; Trustee/Deputy Mayor Bill Andrews ; Trustee Annie Crane; Trustee Kathy Kristansen ; Trustee John LaPierre  
**Subject:** Frontier Communications - possible cable franchise agreement  
**Attachments:** Frontier Communications - re possible cable franchise agreement 06-16.pdf

Dan M & Dan H –  
Xc: VB

Margay received attached in mail. Please review & advise. Looks like it will require several steps through VB, but could be a source of revenue as is the Time Warner Cable franchise agreement.

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

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June 22, 2016

Mayor Margaret B Blackman  
Village of Brockport  
49 State Street  
Brockport, NY 14420

Dear Mayor Blackman:

On Tuesday we held a series of meetings to announce that Frontier Communications will be introducing a superior 100% digital entertainment experience in the Greater Rochester and Finger Lakes regional market called Vantage TV. We are sorry that your busy schedule did not permit you to attend and wanted to inform you of what was discussed.

Enclosed you will find a copy of the power point presentation that we shared. This presentation gives an overview of Frontier Communications (slides 2-4), a high-level overview of Vantage TV (slides 5-14) and next steps (slide15).

Enclosed you will also find a copy of a Cable Franchise Agreement template that we are using with all communities. We ask that you share this with your Town Attorney and request their input in the document.

In the very near future I will be calling your office to set up a meeting with you. At that time we will be prepared to discuss specifics about your community including maps showing the coverage area for the Vantage TV product, planned improvements, if any, to our communications system as well as specifics about the Franchise Agreement.

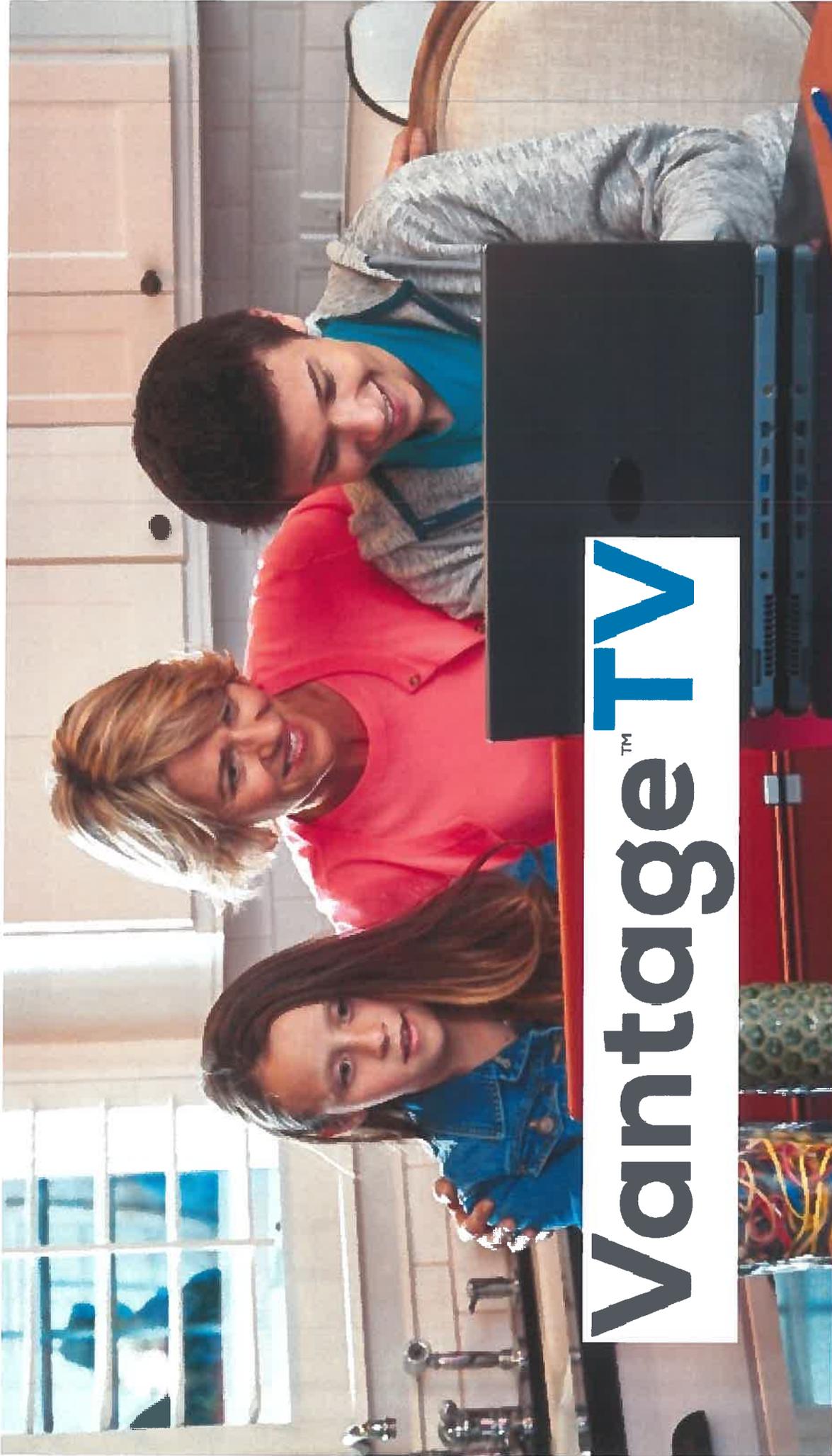
Soon after this meeting, we would like to file a formal application with your community for the review and approval of the Franchise Agreement. This requires that you hold a public hearing within 60 days and we are hopeful an approval could be forthcoming soon after the public hearing is closed. During this period we will also make ourselves available to you to meet as you see fit. Upon your community's approval, we are then required to file the approved document with the Public Service Commission (PSC) or their review and approval.

I hope this information is helpful and informative. If you have any questions please feel free to call me any time.

Sincerely Yours,



Bill Carpenter  
Area General Manager, Rochester East  
william.carpenter@ftr.com  
Phone 585-777-3740  
Mobile 585-260-3017



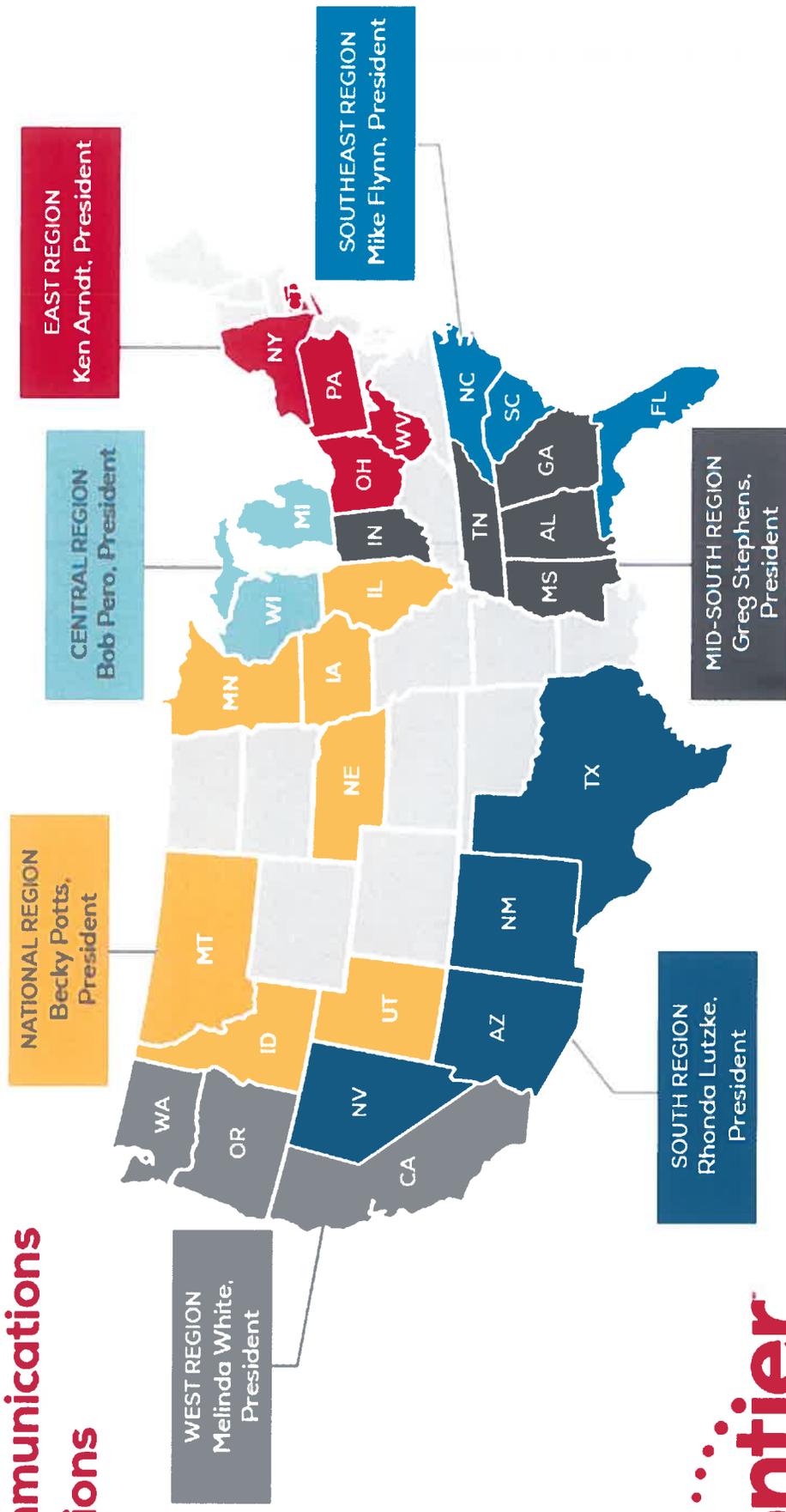
# Vantage™ TV

.....  
**Frontier**  
COMMUNICATIONS



# National and regional service areas

## Frontier Communications Regions



# Commitment to those we serve

- **Our values**
  - Put the customer first
- **Local engagement**
  - Employees live and work in communities we serve
  - Local decision making
- **Commitment to veterans**
  - Veterans, reservists and their spouses represent over 1 out of 10 Frontier employees (approximately 13%)
  - Member of The Military Spouse Employment Partnership, the 100,000 Jobs Mission, The Employer Partnership of the Armed Forces, Honor and Remember, and Joining Forces

## Quick Facts

- S&P 500 Company
- Fortune 1000
- Leading provider of communications services in urban, suburban and rural America
- States Served: 29
- Employees: 28,600 (approx.)
- Revenue: \$11B (approx.)
- Regional headquarters: Rochester, NY
- Corporate headquarters: Norwalk, CT

# Current Video Service Areas

- **Fiber to home (FTTH)**
  - Suburban Seattle, WA
  - Suburban Portland, OR
  - Southern California (from Santa Barbara to the Palm Springs area)
  - Suburban Dallas, TX
  - Fort Wayne, IN
  - Tampa, FL
- **Fiber to the node and fiber/copper to the home**
  - Throughout Connecticut
  - Durham, NC
  - Coming soon...South Carolina, Ohio, South Metro Twin Cities (MN), Greater Rochester/Finger Lakes Region

# Vantage TV Overview

- **Powered by Ericsson's Mediroom software platform**
  - #1 IPTV platform with over 16.4M subscriber households and 32.0M connected devices
  - Operates over IP enabled networks (xDSL, FTTP/FTTN, etc.)
- **Core Product Features**
  - Secure delivery of SD (standard definition), HD (high definition) and 4K/UHD (ultra high definition)
  - Superior HD, SD, UHD picture quality
  - WiFi enabled set top boxes allowing customers to place TVs wherever they want in their home
  - Live TV broadcast with instant channel change allowing super-fast navigation through our interactive programming guide
  - Video on demand library
  - Total Home DVR records up to six shows at once and lets customers pause, rewind and play back live TV and store over 370 hours of HD programming (we provide up to 1 Terabyte of on premise storage)
  - Next Generation EPG (Electronic Program Guide) and enhanced search functionality with rich, new poster-art driven experience that allows consumers to easily discover and consume content on their terms
  - Integrated interactive applications include Social TV (access to Twitter and Facebook), Weather, Interactive Workout, Home Shopping Network and interactive games.

# Equipment

One DVR, one experience, any receiver.



# Vantage TV Experiences

## Instant Channel Change

Change channels in the blink of an eye (Live TV)



## Multiview

See up to six different screens at one time on your television



## Video on Demand

Find movies and videos to watch - right now



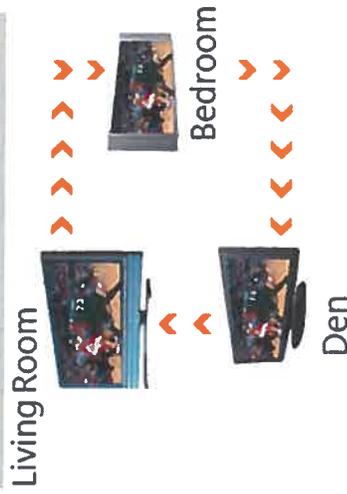
## Interactive Applications

Blending broadcast and Internet content



## Whole Home DVR

Record on one DVR and watch on any TV in the house



## Visual Guide

Unique and intuitive



## Companion Services

Program your TV from your PC, smartphone or tablet



## Wireless STB

Freedom to watch your TV anywhere



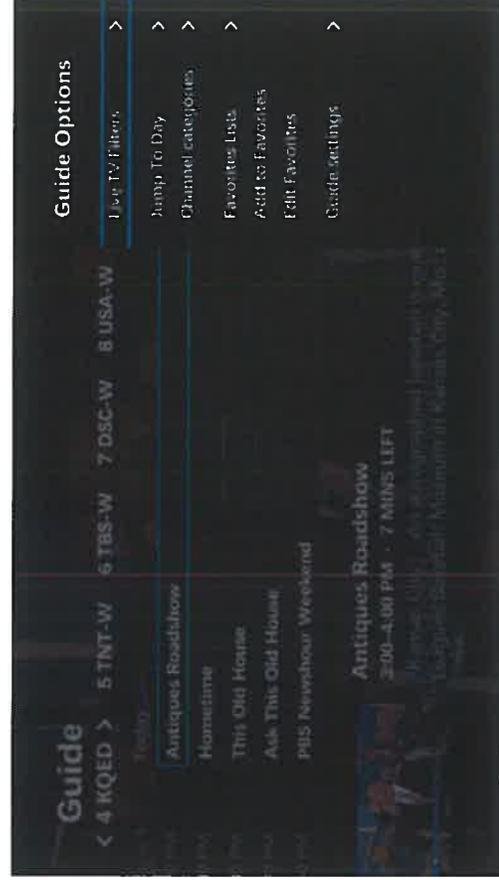
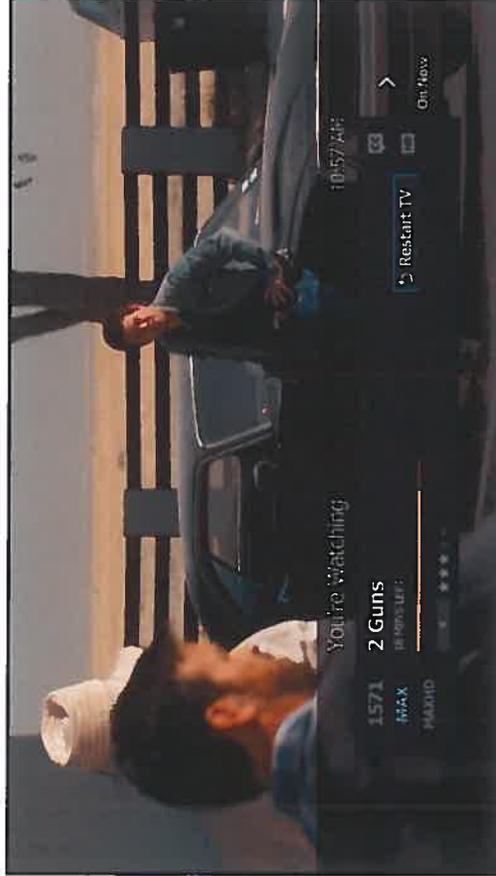
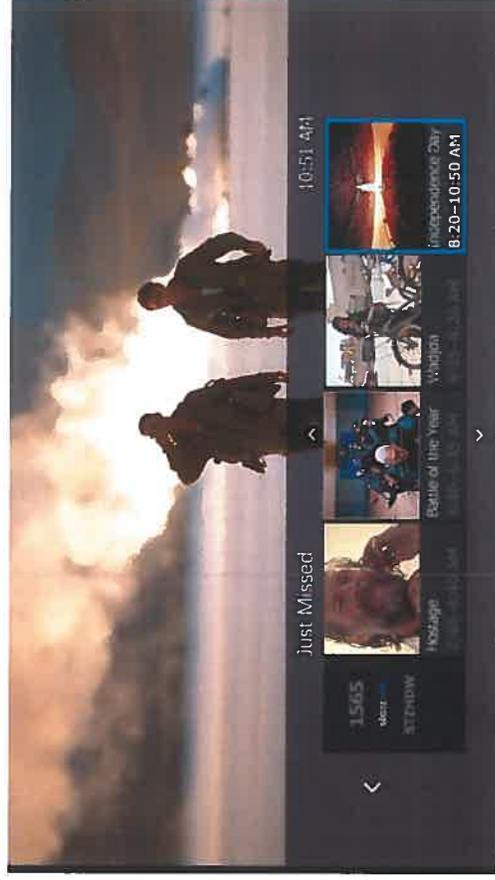
# New Visual Guides

Discover more with a visual, full screen guide. Easy access to what is on now, just missed and on next. Enhance User Experience with rich visual and at-a-glance layout.



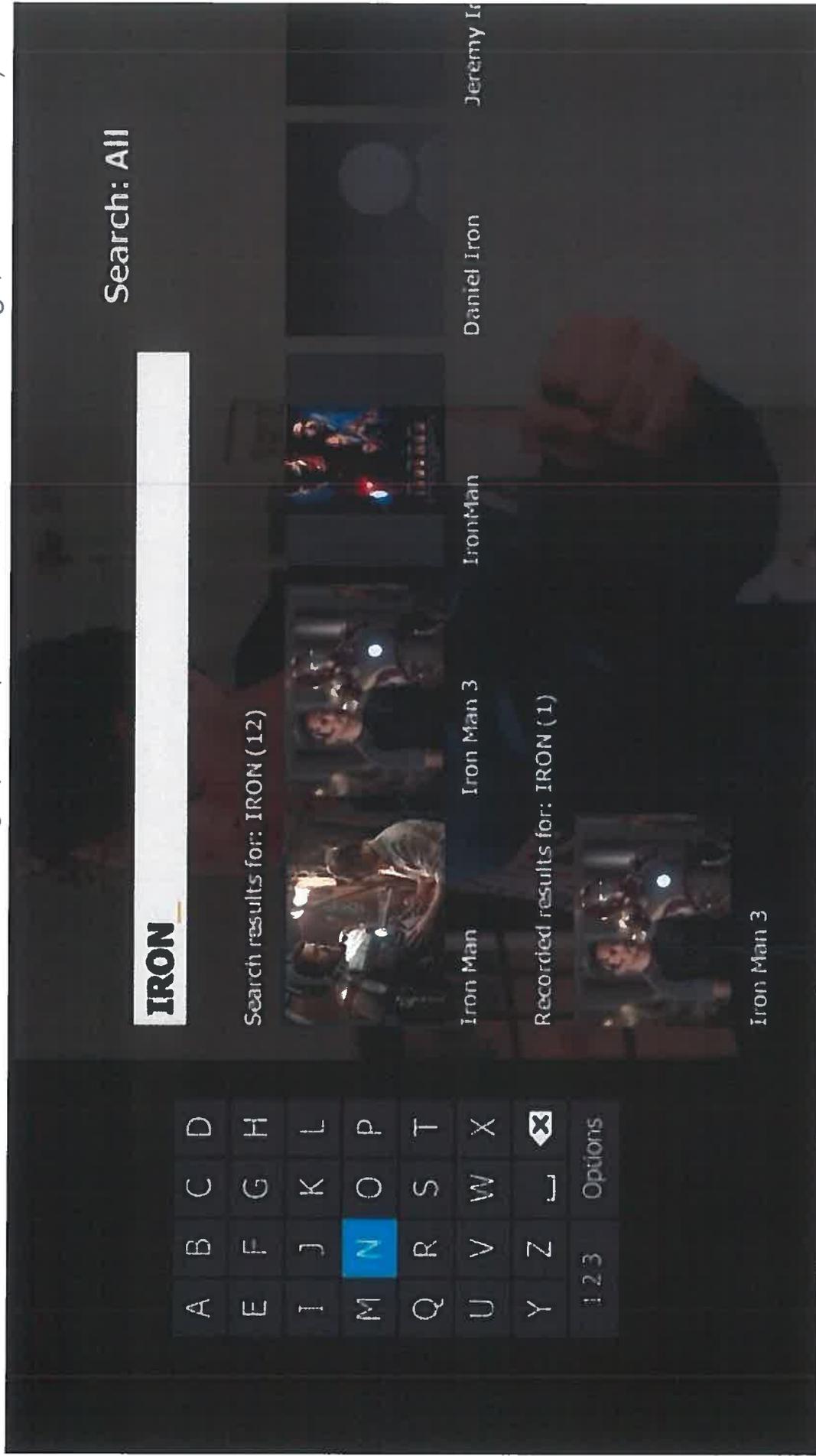
# Channel Peeks

Enhanced browsing & uninterrupted viewing experience.  
 Easy way to preview other currently airing programs, PPV, SVOD.  
 Make it easier to find and enjoy content.



# Unified Search

Fast, easy way to find what programs you are looking for. Consolidated search results from all viewing options (VOD, DVR, Live TV Listings, OTT sources).



# Media Lists

Shows VOD library, Live TV programs & Series to our subscribers.

Hot TV Series	NCIS	Hot TV Series (4)	Bones	Shark Tank	Hawaii Five-0	Hot Stuff
Kid Stuff	Kid Stuff (4)	Noodle and Doodle	Dinosaur Train	Lucky Dog	Quiz Kids	
Must See Sports	Must See Sports (1)					

# Over The Top (OTT) Content via Advantage TV User Interface (UI)

Vantage TV as a “one-stop” content shop – access Netflix/Amazon Prime content through our UI.



# What this means to your community...

- **Residents and businesses will have access to:**
  - Next generation video experience
  - Competitively priced alternative to cable provider
- **No inconvenience to the general public/constituents**
  - Will utilize existing facilities in public rights-of-way
  - Network augmentation and upgrades will generally occur in enclosed cabinets and buildings
- **Increased franchise fee revenue and public, educational, governmental channel (PEG) fee revenue**

## Next Steps

- Frontier has prepared a proposed Franchise Agreement and will continue discussions with the municipality
- Frontier will file a franchise application with the municipality
- Municipality convenes a properly noticed public hearing on Frontier's franchise application
- Municipality grants franchise
- Frontier files an application with the NY Public Service Commission for a Certificate of Confirmation of the Franchise

We look forward to bringing competition and choice with an innovative video offering from Frontier Communications to the residents and businesses in the Greater Rochester/Finger Lakes Region.

## CABLE FRANCHISE AGREEMENT

This nonexclusive Cable Franchise Agreement (hereinafter the "Franchise") is made and entered into effective on the \_\_\_ day of August 2016, by and between the City of \_\_\_\_\_, New York, ("City") and Frontier Telephone of Rochester, Inc. ("Frontier") a New York corporation.

### RECITALS

WHEREAS, pursuant to 16 CRR-NY 895.1, Frontier's technical ability, financial condition, and character were considered and approved at a public proceeding affording due process and in accordance with the City's applicable code on August \_\_\_\_, 2016;

WHEREAS, the City is authorized to grant and renew cable franchises for the installation, operation, and maintenance of cable television systems and otherwise regulate cable communications services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority;

WHEREAS, the City and Frontier ("Parties") recognize that Frontier is the second cable provider to apply for a Franchise in the City, and will be competing with a long standing incumbent, therefore, this franchise is specifically designed to promote such competition. Therefore, the parties agree that Frontier's plans for constructing and operating the cable television system were found adequate and feasible in accordance with the City's applicable code, the rules and regulations of the NYSPSC, and the FCC;

WHEREAS, by resolution of the City dated the \_\_\_ day of August 2016 ("Effective Date"), the City has granted a non-exclusive cable television franchise to Frontier, and authorized the \_\_\_\_\_ to execute this Franchise Agreement with Frontier upon the terms hereinafter set forth;

WHEREAS, this Franchise Agreement complies with the franchise standards required by the New York State Public Service Commission (hereinafter "NYSPSC") and the Cable Consumer Protection Act of 1992 and are subject to the review and approval of the NYSPSC.

WHEREAS, Frontier desires to provide cable communications services and to construct, operate and maintain a cable television system within the City; and,

WHEREAS, the City, after due consideration hereby finds that it would serve the public interest of the citizens of the City to approve granting Frontier this Franchise to construct, operate and maintain a cable television system within the City subject to the terms and conditions hereinafter set forth.

## AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, Frontier and the City hereby mutually agree as follows:

### 1. Definitions.

For the purpose of this Franchise, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

A. "Act" shall mean the Communications Act of 1934, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

B. "Cable Television System" shall have the same meaning as in Section 602 of the Act.

C. "Cable Service" shall have the same meaning as in Section 602 of the Act.

D. "Gross Revenues" shall mean all revenue of any kind or nature, less related bad debts up to a maximum of two percent (2 %) annually of such cash, credits and property received directly or indirectly by Frontier, its affiliates, subsidiaries, parent and any person, firm or corporation in which Frontier has a financial interest or which has a financial interest in Frontier, arising from or attributable to Frontier's operation of its Cable System to provide Cable Services (as defined from time to time by applicable federal law) within the City, including, but not limited to:

- a. Revenue from all charges for services provided to Subscribers
- b. Revenue directly derived and attributable to the sale of commercial advertising upon the Cable System;
- c. Revenue from all charges for the leased use of studios;
- d. Revenue from all charges for the use of or lease of leased access channels.
- e. Monthly recurring Revenue from all charges for the installation, removal, connection and reinstatement of equipment necessary for a Subscriber to receive Cable Services;
- f. Revenue from the sale, exchange, use or cablecast of any programming developed for community use or institutional Users.

"Gross Revenues" shall not include taxes or fees (except the Franchise Fee) collected by Frontier on behalf of any governmental authority; any increase in the value of stock, security or asset; any surcharges for underground conversion of cable plant costs; any increase in the value of any stock, security or asset; the value of complimentary service provided to Frontier's employees and as required by the City Code or any Franchise; and dividends or other

distributions made in respect of any stock or securities; or value received by a Frontier or any of its affiliates through cooperative advertising.

"Gross Revenues" shall not include cash, credit, property of any kind or nature, or other consideration received by Frontier's affiliates or any person, firm or corporation ("Related Person") in which Frontier has a financial interest or which has financial interest in a Franchisee for any sales of advertising on the Cable System, services to provide programming on the Cable System, production services, and other services which are Cable Services when such services are provided by a Related Person, which has all the following characteristics: the Related Person is a separate legal entity, with separate employees, with separate financial records (which may be part of consolidated financial reporting records), and a separate mission; it makes payments to Frontier which meet market standards for the services and industries involved, even if it does not offer and provide its services to persons other than Frontier in the same industry as Frontier; and it was established for valid business purposes and not with the intent and purpose of circumventing payment of Franchise Fees on Gross Revenues. Nothing contained in this exclusion from Gross Revenues shall be interpreted to exclude from Gross Revenues such cash, credit, property of any kind or nature or other consideration which would be considered Frontier's Gross Revenues derived from the operation of the Cable System to provide Cable Services under the Cable Act. Except for Gross Revenue from such sale of advertising on the Cable System, services to provide programming on the Cable System, production services, or telecommunication services which are Cable Services received by such Related Person, this paragraph shall not exclude from Gross Revenues any source of Gross Revenues, which an existing Franchisee itself is receiving at the time it is granted a Franchise under this provision.

E. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the City.

F. "Service Area(s)" shall mean those areas where Frontier intends to provide Cable Service within the City as specifically designated from time-to-time by Frontier in accordance with Section 3(B) below.

G. "Street and Public Right-of-Way" shall have the meaning set forth in applicable City Code or rules, as defined below.

H. "Subscriber" shall mean an authorized recipient lawfully receiving Cable Television Service.

I. "City Code" shall mean the code, rules and regulations adopted by the City, from time-to-time.

J. "Reasonable Notice" shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed of the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health, safety, welfare or property of the residents of the City, reasonable notice shall be construed to mean written or verbal notice of the action, condition or defect or situation as soon as practicable under the circumstances.

K. "Qualified Living Unit" means a living unit which meets the minimum technical qualifications defined by Frontier for the provision of Cable Service and is located within 4,000 cable feet of an activated RT. A living unit receiving a minimum of 25Mbps downstream generally will be capable of receiving Cable Service subject to Frontier performing certain network grooming and conditioning. For purposes of this definition of Qualified Living Unit, "network grooming and conditioning" means evaluating existing infrastructure and making improvements to allow greater data throughput.

L. "Standard Drop" includes the installation of one cable box and video service on up to four TV sets. A standard drop shall exclude custom installation work, which shall include but not be limited to extensive asphalt construction, concrete jacking and specific customer requested work that requires non-standard inventory or cable routing.

M. "Multiple Dwelling Unit" or "M.D.U." means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

N. "Remote DSLAM or RT" means a Digital Subscriber Line Access Multiplexer installed by Frontier and is capable of providing Cable Service to Subscribers.

## **Section 2. Grant of Franchise**

The nonexclusive Franchise is hereby granted to Frontier for the Term of fifteen (15) years ("Term"), and subject to the terms, conditions, and limitations hereinafter stated, to use the streets or public rights of way of the City now or hereafter laid out or dedicated, and all extensions thereof, and additions thereto, to construct, erect, operate and maintain in, upon, along across, above, over, and under the aforementioned streets and/or public rights-of-way in the City, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a Cable Television System for the reception, sale, and distribution of Cable Service and for any and all other lawful purposes.

## **Section 3. Area of Operation**

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the City, Frontier shall have the right to construct, operate, and maintain, in, on, along and under the Streets and Public Rights of Way of the Service Area of the City, wires, cables, remote terminal cabinets, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a Cable System at such locations designated by Frontier. Frontier shall construct and maintain its cable system using material of good and durable quality and that all the work involved in the construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough and reliable manner.

B. Frontier shall comply with the requirements contained in Section 895.5 of the rules of the NYSPSC. Frontier will extend its Cable Service as described on Exhibit A attached hereto. Frontier shall not deny service to any resident of the City based upon age, race creed, color, sex, national origin or income level of the residences in their local area.

Except where Frontier is unable to obtain required easements. Frontier may extend cable service to any Qualified Living Unit within the Service Area that Frontier chooses to construct to, upon the request of a potential subscriber at its then-prevailing installation charge for such service. An activated service area is a geographical location or subdivision in which Frontier is already providing cable services to Qualified Living Units.

C. In cases of new construction or property development where utilities are to be placed underground, the developer/property owner shall give Frontier reasonable notice of such construction or development, and of the particular date on which open trenching will be available for grantee's installation of conduit and/or cable. Frontier shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring Cable Service to the development shall be borne by the developer/property owner, unless agreed to otherwise between Frontier and developer.

D. Frontier's use of City rights-of-way shall be subject to all rules and policies adopted by the City from time to time.

#### **Section 4. Acceptance; Effective Date**

A. After the City has taken final action to approve the granting of this Franchise, Frontier will file its acceptance with City by countersigning this Franchise. Such acceptance will acknowledge that Frontier agrees to be bound by and to comply with the provisions contained herein.

B. The Franchise granted herein will take effect and be in full force from and after final passage by the City, subject to the acceptance provided in paragraph A above and shall continue in full force and effect throughout the Term.

#### **Section 5. Conditions on use of Streets and Roads**

A. Trimming/Cutting Trees. Frontier, upon consultation with the City, shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Streets. In the exercise of such right, Frontier shall not cut or otherwise injure any trees to any greater extent than is reasonably necessary.

B. Restoring Streets. Frontier shall restore, reconstruct, or repair any Street and Public Right-of-Way, and any sewer, gas, effluent, water main, pipe, or fire alarm: disturbed, or destroyed by the exercise of any right granted to Frontier by this Franchise in accordance with applicable City Code as amended. In the event that the City determines that Frontier has not made such restoration, reconstruction or repair in a reasonably satisfactory manner, the City, after giving Frontier notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstruction or repair) and Frontier shall reimburse the City in full for all reasonable expenses incurred by the City in carrying out all or part of such restoration, reconstruction or repair.

C. Safety. Frontier shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Streets, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Frontier shall construct its Cable System using materials of good and durable quality, and all work involved in construction, installation, maintenance and repair shall be performed in a safe, thorough and reliable manner.

D. Compliance with Applicable Laws. Frontier shall install and maintain its wire, cables, fixtures, and other equipment in accordance with applicable City Code, as amended, any building codes, or other construction standards imposed by the City, and the applicable sections of the National Electric Safety Code as revised during the Term and in such manner as shall not interfere with any installations of the City or of any public utility serving the City.

E. Temporary Moving of Wires. Frontier shall, on the request of any Person holding a building-moving permit issued by the City, temporarily relocate Facilities to permit the moving of buildings, water, effluent or sewer lines, or Streets and/or Public Rights of Way. The expense of such relocation shall be paid by the Person requesting the same, and Frontier shall have the authority to require such payment. Frontier shall be given not less than five (5) business days' notice to arrange for such relocation.

F. Inspection. The City shall have the right to inspect all construction or installation work performed in, over, under and upon the Streets, subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with the terms of this Franchise.

G. Location of Distribution Lines-Poles/Underground Cable. No poles or structures shall be erected by Frontier without prior approval of the City, through its established permit procedure pursuant applicable City Code, as amended. Location of any pole, or structure shall be removed or modified by Frontier whenever the City determines that the public health, safety and welfare would be negatively affected. If the City requires the removal or relocation of part of the Cable Television System, such removal or relocation shall be solely at Frontier's expense.

H. Moving of Frontier Property. Frontier will, upon reasonable notice from the City, protect, support, temporarily disconnect or relocate its property in the Street or Public Right-of Way when required by the City or State by reason of traffic conditions, public safety, street closing or abandonment, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. The City shall bear the cost to the extent such request for relocation or disconnection is for aesthetic purposes.

## **Section 6. Construction and Operation**

A. All working facilities, conditions, and procedures, used or occurring during construction and maintenance of the Cable Television System shall comply with the standards of the Occupational Safety and Health Administration.

C. Construction, installation and maintenance of the Cable Television System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the City following accepted construction procedures and practices and working through existing committees and organizations.

D. Any antenna structure used in the Cable Television System shall comply with construction, marking and lighting of antenna structures required by the United States Department of Transportation. Frontier shall obtain a special use permit from the City prior to the installation of any such antenna structure.

E. Frontier will not intentionally interfere with television reception of person not served by Frontier, nor will the Cable Television System interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the City. Specifically, Frontier shall not interfere, obstruct or hinder in any manner, the City's communications systems, water system, sewer system, fire department system, police department system, public works systems or court system.

F. Frontier shall not be required to make cable service available to residents of an M.D.U. project until a mutually acceptable agreement granting Frontier access to the M.D.U. has been executed and delivered by Frontier and the property owner.

G. Frontier will at all times fully comply with all City requests regarding work within the City rights-of-way.

H. Once Frontier activates any Qualified Living Units within the Service Area, Frontier shall not be allowed to deactivate Cable Service availability without the consent of the City, which shall not be unreasonably withheld, provided however, Frontier may discontinue service at the requests of a Subscriber, or upon non-payment of a bill for cable services by Subscriber after proper notice.

## **Section 7. Customer Service**

Frontier shall obtain and maintain sufficient telephone lines and staffing so as not to delay unreasonably the answering of any telephone call for the purpose of receiving and responding to cable television subscriber complaints, and shall adjust its staffing, as necessary, with respect to special events which may reasonably be expected to increase call volume. In any event, Frontier shall comply at all times with the customer service provisions set forth in 47 Code of Federal Regulations Part 76.309, as well as Parts 890 & 896 of the rules and regulations of the NYSPSC.

## **Section 8. Channel Capability**

Frontier shall use reasonable effort to provide a minimum of two hundred (200) channels. Frontier shall provide broad categories of services. Suggested broad categories of video programming are:

1. Educational programming;
2. News and information;
3. Sports programming;
4. General entertainment (including movies);
5. Children's programming;
6. Family programming;
7. Culture and performing arts;
8. Science/documentary;
9. Weather information;
10. Ethnic programming; and,
11. Governmental affairs.

Frontier shall carry the signals of local broadcast stations in the New York City Metropolitan area that have indicated to Frontier their "must carry" designation as well as broadcast stations that have executed "retransmission consent" agreements with Frontier in accordance with FCC regulations and federal law.

## **Section 9. Conduct of Operations**

A. Frontier will render efficient Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible. Frontier will use reasonable efforts to assure that such interruptions will occur during periods of minimum system use.

B. Frontier shall comply with all Federal Communications Commission rules and regulations, both present and future.

C. Frontier will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or terms, conditions or privileges of employment because of age, race, creed, color, national origin or gender.

D. Frontier shall not deny access to cable service to any group of subscribers because of the income, age, race, creed, marital status, national origin, or gender of the subscriber in the Service Area.

## Section 10. Insurance

Frontier shall at all times during the term of this Franchise, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having an A.M. Best rating of A- VII. Frontier shall not commence any work hereunder until Frontier has fulfilled all insurance requirements herein. Frontier shall require its subcontractors to maintain policies of insurance that are appropriate for the type and level of services being provided.

1. Workers' Compensation Insurance with statutory limits as required in the state(s) of operation. Employer's Liability insurance with limits of not less than \$1,000,000 each accident for Bodily Injury by Accident, \$1,000,000 each employee for Bodily Injury by Disease, and \$1,000,000 policy limit for Bodily Injury by Disease.

2. Commercial General Liability Insurance covering claims for bodily injury (including death), personal injury or property damage occurring or arising out of the performance of this Agreement, and including coverage for premises-operations, products/completed operations, and contractual liability. The limits of insurance shall not be less than:

Each Occurrence:	\$1,000,000
General Aggregate Limit:	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$1,000,000
Personal and Advertising Injury Aggregate Limit:	\$1,000,000

3. Business Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Franchise, with limits of at least \$1,000,000 combined single per accident.

4. The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Frontier shall forward to the Village certificate(s) of insurance upon execution of this Franchise and upon any renewal of such insurance during the term of this Franchise. The certificate(s) shall indicate that (1) the Village, its officers and employees are named as additional insured(s) as their interest may appear with respects to the general liability insurance policy; (2) thirty (30) days' prior written notice of cancellation of the policy(ies) shall be provided to the Village; and (3) coverage is primary and non-contributory to any other valid and collectible insurance maintained by the Village.

## Section 11. Unauthorized Connections or Modifications

A. It is unlawful for any person to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise with or to any segment of the Cable Television System for any purpose whatsoever, without the express consent of Frontier.

B. It is unlawful for any person to willfully interfere, tamper, remove, obstruct, or damage any part, segment or content of the Cable Television System for any purpose whatsoever.

C. Any person convicted of a violation of this section will be subject to the maximum penalty allowed by Federal, State and local law. The City agrees to cooperate with Frontier in the prosecution of any such violations.

## **Section 12. Franchise Fees and Taxes**

A. Frontier will pay to the City quarterly, within sixty (60) days following the end of each quarter, an amount equal to \_\_\_\_\_ percent (X%) of Frontier's quarterly Gross Revenues ("Franchise Fee"). The Franchise Fee will be deemed to reimburse the City for the rights granted herein and/or all costs of regulation and administration of the Franchise.

B. In the event the five percent (5%) limitation on Franchise fees imposed by the terms of the Act is raised by Congress or the FCC, the City shall have the right to raise the percentage charged under this section, at its discretion. up to the amount of the limit, upon giving Frontier ninety (90) days' notice prior to the effective date of the increased Franchise Fee.

C. Notwithstanding any provision to the contrary, Frontier shall, in addition to the Franchise Fee described above, pay the required charges, taxes and fees lawfully established in a code or ordinance properly adopted by the City. Frontier shall be entitled to pass such fees, taxes and charges directly to its subscribers in the City.

D. In the event the City constructs or establishes City owned and occupied facilities in the Frontier Service Area, including but not limited to police, fire, government offices, or recreation facilities, Frontier shall install and provide Frontier Cable System services to said facilities at no cost to the City.

E. Each franchise fee payment will be accompanied by a report setting out in detail the basis for the computation of the payment. At the sole discretion of the City, the accuracy of the report may be independently audited by an entity appointed by the City at the City's expense. However, in the event the audit concludes that Frontier's payments hereunder were underpaid by an amount greater than 5% of the proper payment, then Frontier shall reimburse the City for the cost of the audit up to \$7,500. Any amounts underpaid shall be paid annually on or before the 31st day of March each year.

## **Section 13. Rates.**

All of Frontier's rates and charges shall be published (in the form of a publicly-available rate card) in accordance with applicable State and Federal law, and shall be nondiscriminatory as to all persons and organizations of similar classes, under similar circumstances and conditions. Frontier shall apply its rates in accordance with governing law, with similar rates and charges for all subscribers receiving similar cable service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability, or geographic location in the Franchise area. Nothing herein shall be construed to prohibit Frontier from:

- (1) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns of one (1) year or less;

- (2) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;
- (3) The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations; or
- (4) The establishment of different and nondiscriminatory rates and charges for residential Subscribers as allowable by federal law and regulations.

#### **Section 14. Public, Education, and Government Changes**

To be discussed - However Frontier will comply with all aspects of 16CRR-NYVIII B 895.4 of the rules and regulations of the NYSPSC.

#### **Section 15. Records and Reports**

A. Copies of all petitions, applications and communications submitted by Frontier and directly related to Frontier's Franchise to the Federal Communications Commission, Securities and Exchange Commission, the NYSPSC or any other agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this Franchise, shall be submitted to the City upon written request.

B. The City shall have the right, at its own expense, no more than one (1) time during any calendar year, and upon at least ten (10) working days prior written notice) to inspect at Frontier's offices during normal business hours, all books and records directly related to Frontier's Franchise Fee and Frontier's applicable tests provided to the FCC. To the extent such information is protected by State or Federal law, the City will not disclose to the public or to competitors of Frontier any commercial or financial information reviewed by the City pursuant to this Franchise Agreement.

#### **Section 16. Franchise Renewal**

Any renewal of this Franchise shall be in accordance with the renewal provisions of the Cable Act and the rules of the NYSPSC as may be codified at the time of the renewal and any relevant provisions of the City Code, as amended.

#### **Section 17. Transfer of Franchise**

Frontier shall not transfer this Franchise to another party, person, or entity, except to a company controlling, controlled by or under common control with Frontier, without complying with the provisions of in the Cable Act and the rules and regulations of the NYSPSC.

#### **Section 18. Termination; Cancellation**

A. In addition to all other rights and powers pertaining to the City by virtue of this Franchise or otherwise, the City reserves the right, after reasonable notice to Frontier and after

reasonable opportunity of Frontier to cure any alleged Franchise Violation, to terminate and cancel this Franchise and all rights and privileges of Frontier hereunder in the event that Frontier:

(i) Willfully fails to reasonably carry out any provision of this Franchise or any rule, order, or determination of the City pursuant to this Franchise.

(ii) Becomes insolvent, unable or unwilling to pay its debts, or is adjudicated bankrupt.

B. Such termination and cancellation shall be by resolution duly adopted after sixty (60) days' notice to Frontier and shall in no way affect any of the City's rights under this Franchise or any provision of law.

### **Section 19. Force Majeure**

With respect to any provision of this Franchise, the violation or noncompliance with any provision of this Franchise, which could result in the imposition of financial penalty, forfeiture or other sanction upon such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike, or other events, the occurrence of which was not reasonably foreseeable by Frontier and is beyond Frontier's reasonable control.

### **Section 20. Miscellaneous**

A. The right is hereby reserved by the City to adopt, in addition to the provisions contained herein and in existing applicable resolutions, such additional regulations, as it shall find to be in the best interests of the City.

B. If any section, subsection, sentence, clause, phrase or portion of the Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. Frontier its successors and assigns shall at all times save and keep harmless and fully indemnify the City, its officers, agents, servants, and employees from and against any and all loss, liability, suits, damages, costs, charges, legal fees and expenses in any manner arising from the construction, repair extension, maintenance or operation of their equipment of any kind or character and from any negligence, fault, or misconduct on the part of Frontier, its officers, agents, servants and employees or by reason of any act done or omitted to be done in the premises of said City.

D. City acknowledges that acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressed or implied, by Frontier of any constitutional or legal right which Frontier may have or may be subsequently determined to have, either by current or subsequent legislation or court decisions. The City acknowledges that Frontier hereby reserves its rights under applicable Federal and State constructions and law.

E. This Franchise shall be governed by the laws of the State of New York.

F. Any controversy or claim arising out of or relating to this Cable Franchise Agreement, or the breach thereof: shall be settled by arbitration before a single arbitrator in accordance with the New York Uniform Arbitration Act, 78-31a-101, et. seq., with the arbitration proceeding being administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

G. All notices or correspondence to be served upon the City or Frontier by the other Party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a national express mail service.

H. The terms of this Franchise are subject to the approval of the NYSPSC. Frontier shall make all necessary applications to the Federal Communications Commission and the NYSPSC within sixty (60) days from the date the City approves this Franchise.

Notices or correspondence to the City shall be addressed as follows:

City of \_\_\_\_\_

With a copy to:

\_\_\_\_\_, City Attorney

Notices or correspondence to Frontier shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The City or Frontier may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

CITY OF \_\_\_\_\_, NEW YORK

FRONTIER TELEPHONE OF ROCHESTER, INC.

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Frontier Telephone of Rochester, Inc., a New York corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

CITY OF \_\_\_\_\_, NEW YORK

By: \_\_\_\_\_  
Its: Mayor

ATTEST:

\_\_\_\_\_ Its: City Clerk

EXHIBIT \_\_\_\_

SERVICE AVAILABILITY

(1) Initial Build out. No later than the second anniversary of the Effective Date of this Franchise, Frontier shall be capable of serving a minimum of thirty-five percent (35%) of the City's households with Cable Service, provided, however, Frontier will make its best efforts to complete such deployment within a shorter period of time. This initial minimum build-out commitment shall include a significant number of households below the median income in the City. City shall provide detailed maps of such areas. Nothing in this Franchise shall restrict Frontier from serving additional households in the City with Cable Service.

(2) Periodic Meetings. In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise, Frontier shall, upon demand, promptly make available to the City maps and other documentation showing exactly where within the City Frontier is currently providing Cable Service. Frontier shall meet with the City at least annually to demonstrate Frontier's compliance with the provisions of this section concerning the deployment of Cable Services in the City including, by way of example, the provision of this section in which Frontier commits that a significant portion of its initial investment will be targeted to areas below the median income within the City, and the provisions of this section that prohibit discrimination in the deployment of Cable Services. In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise Ordinance, Frontier shall, commencing October 2016, and continuing throughout the term of this Franchise, meet at least annually with the City and make available the City the following information:

(a) The total number of Qualified Living Units throughout the City;

(b) A list of the public buildings and educational institutions capable of receiving Cable Service from Frontier.

(3) Additional Build-Out Based on Market Success. If, at any annual meeting, including any interim meeting prior to the second anniversary of the Effective Date of this Franchise, Frontier is actually serving thirty (30.0%) of the Qualified Living Units, then Frontier agrees the minimum build-out commitment shall increase to include all of the households then capable of receiving Cable Service plus an additional fifteen (15%) of the total households in the City if less than seventy-five percent (75%) of households are capable of receiving Cable Service or an additional five percent (5%) if seventy-five (75%) or more households are capable of receiving Cable Service, which Frontier agrees to serve within two (2) years from the quarterly meeting; provided, however, Frontier shall make its best efforts to complete such deployment within a shorter period of time. For example, if, at a meeting with the City, Frontier shows that it is capable of serving sixty percent (60%) of the households in the City with Cable Service and is actually serving thirty percent (30%) of those households with Cable Service, then Frontier will agree to serve an additional fifteen percent (15%) of the total households in the City no later than

two (2) years after that meeting (a total of 75% of the total households). This additional build-out based on market success shall continue until substantially every Qualified Living Unit in the City is served.



COUNTY OF MONROE  
ROCHESTER, NEW YORK 14614  
TRUST ACCOUNT

No. 6006524  
M&T BANK  
Buffalo, NY 14203

10-4  
220

DATE  
06/10/2016

\*\*\*26,447.72

NOT VALID AFTER 60 DAYS

\*\*\*TWENTY-SIX THOUSAND FOUR HUNDRED FORTY-SEVEN AND 72/100 DOLLARS \*\*\*

PAY TO THE ORDER OF:  
BROCKPORT VILLAGE OF  
49 STATE STREET  
BROCKPORT NY 14420  
USA

  
COUNTY EXECUTIVE  
CHIEF FINANCIAL OFFICER

⑈6006524⑈ ⑆022000046⑆9840345913⑈

INVOICE NO.	DATE	P.O. NUMBER	DESCRIPTION	AMOUNT
	06/07/2016		semi annual mortgage tax	26,447.72

**DRAFT**

**RESOLUTION - VILLAGE OF BROCKPORT**

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on July 18, 2016 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Annette M. Crane, Trustee Katherine J. Kristansen, Trustee John D. LaPierre

MOVED BY: Trustee \_\_\_\_\_ SECONDED BY: Trustee \_\_\_\_\_ CARRIED  /   
to adopt the following resolution regarding:

***Village of Brockport Park Improvement Project – Corbett Park***

WHEREAS: the Village of Brockport and the citizens it serves recognize the value to the community of improving municipal parkland for public use, including Corbett Park; and

WHEREAS; the goal of the Village is to see the limited and valuable green space of Brockport preserved, maintained, and enhanced for current and future generations;

NOW, THEREFORE, be it RESOLVED that the Village of Brockport fully approves and endorses the Village of Brockport Park Improvement Project – Corbett Park and affirms public and community support for it;

Further, it is RESOLVED that Margaret B. Blackman, Mayor, with the Village's grantwriters, J. O'Connell & Associates, are hereby authorized and directed to file an application for funds from the New York State Office of Parks, Recreation and Historic Preservation in accordance with the provisions of Title 9 of the Environmental Protection Act of 1993, in an amount not to exceed \$500,000, and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the Village of Brockport. The Village of Brockport will be responsible for all grant administration, oversight and reporting required through this application. The Village of Brockport affirms that start-up capital and the required match will be provided should an award be made.

Note: the match is not to exceed 25% and the majority can be in-kind.

Note for the record:

J. O'Connell & Associates contact is Jessica Cristiano

Village Parks Committee contact is Chair Hannelore Heyen

Village Office contact is Deputy Clerk-Treasurer Erica Linden

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK        )  
County of Monroe         ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on July 18, 2016 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this 19<sup>th</sup> day of July 2016.

Seal

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



200 WillowBrook Office Park Fairport, NY 14450  
6700 Old Collamer Road East Syracuse, NY 13057  
585-381-8340 315-299-6982  
[www.hrworks-inc.com](http://www.hrworks-inc.com)

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## **PROPOSAL DEVELOPMENT OF EMPLOYEE HANDBOOK**

**CLIENT:** Village of Brockport, NY

**REVISED DATE:** June 27, 2016

### ***INTRODUCTION***

The proposed *Employee Handbook* will be customized to define the personnel-related policies, procedures, rules and benefits for the employees of Village of Brockport, NY. This single handbook is a statement of your intentions toward your employees and will be an important reference source for both supervisors and general staff. The policies will cover the full range of employee relationships – how people are selected and placed, company expectations of employees, standards for success, and a detailed outline of the benefits package.

Once developed, the *Employee Handbook* is a working document that provides a systematic and consistent approach for administering company personnel policies. In addition, the *employee handbook* will protect Village of Brockport, NY against potential legal disputes that may develop when personnel policies are vague or out of date.

### ***TABLE OF CONTENTS & WRITING STYLE***

The actual policies selected for inclusion in the *Employee Handbook* will be determined by the management of Village of Brockport, NY, with advisory assistance from HR Works.

The writing style will be direct, concise and easy to read. Each policy in the *Employee Handbook* will generally be one page or less in length.

### ***FORMAT***

The proposed *Employee Handbook* lends itself well to an 8 ½ “x 11” three ring binder. This format allows for future revisions and additions at minimal cost. HR Works, Inc. will provide Village of Brockport, NY with the *Employee Handbook* in a Word document and a PDF file format for Intranet use.

### ***STATE/FEDERAL COMPLIANCE***

The database that HR Works uses for employee handbook policies is reviewed for New York State and Federal law by employment law attorneys. The core policies are reviewed on a regular basis and updated as needed.

### ***PROCEDURE FOR DEVELOPMENT***

Representatives of HR Works will work closely with management when developing the *Employee Handbook*. Our role is not to simply write, but to provide insights into best practices and guidance in the development and updating of policies.

1. An HR Works Compliance Specialist will conduct an on-site interview as the first step in developing your employee handbook. Together, we will review the HR Works policy database and discuss your organization's current employment policies, practices and benefits. Although this database is comprehensive in terms of policies and procedures (includes approximately 80 options), clients may add up to two additional policies that are unique to their own operations. Thereafter, extra policies may be requested at an additional charge.
2. The HR Works Compliance Specialist will write the *Employee Handbook* and submit a complete draft of the manual within three weeks of the interview.
3. Village of Brockport, NY may review and revise the manual and return it to HR Works. Within three weeks of HR Works receiving these revisions, we will submit the revised, completed manual in Word and PDF format.
4. Any information provided to HR Works will be kept in the strictest of confidence.

### ***EMPLOYEE HANDBOOK LEGAL UPDATES/HR HELPLINE/VIRTUAL HR RESOURCE CENTER***

Once you've made the investment to develop an employee handbook, it's important to keep it up-to-date to ensure that it stays current and compliant. **New York State and federal handbook updates will be sent to all current HR Helpline/Virtual Resource Center clients.**

The HR Works *Helpline*/Virtual Resource Center is designed to provide assistance understanding changes in employment legislation, practical recommendations for managing employee relations, or help validating an HR decision. Experienced Human Resource professionals are available to provide factual answers to HR and employment-related questions. Responses are typically provided within two hours of receiving a call Monday - Friday from 8:00 a.m. to 5:00 p.m. EST.

This service is of particular benefit to organizations with HR Managers looking for assurances that they can have access to expert advice and additional resources when needed.

Typical requests from clients include:

- Assistance with employee relations issues including discipline and discharge,
- Assistance with overtime pay and exemption status,
- Assistance with discrimination and harassment concerns,
- Requests for sample job descriptions,
- Average compensation ranges for specific positions, (up to 5 per year)
- Samples of various forms and HR tools including performance appraisals,
- Assistance with leave management including disability and Family and Medical Leave,
- Assistance with benefit and COBRA issues.

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## ***FEES AND SERVICES***

<b>New York State and Federally Compliant Employee Handbook Development</b> <i>Includes approximately 2 hours of on-site interview time, draft and final copy</i>	\$2,800.00*
<b>Employee Handbook Maintenance/HR Helpline/Virtual Resource Center</b> <i>(\$1,200.00/per year)</i>	\$1,200.00
<b>PDF and Word file</b>	N/C
<b>NYS and Federal Poster Kit Poster Kit (1 set)</b> <i>Additional Poster Kits (\$39.00 each)</i>	N/C
<b>TOTAL:</b>	<b>\$4,000.00</b>

**\* Clients will receive a 5% discount on the cost of handbook development for all agreements signed and submitted by Tuesday, July 19<sup>th</sup> 2016.**

During the employee handbook development process, additional meetings for policy development and/or review will be billed at \$65.00/per hour. Additional Drafts (3<sup>rd</sup>, 4<sup>th</sup>) will be billed at \$695.00 per draft. Policies, beyond those included in HR Works' database plus 2 client specific policies will be billed at \$85.00 per policy.

Deliverables include copies of the Employee Handbook in a Word and PDF file format. Printing and assembly can be quoted separately.

**Annually, HR Works notifies clients who use the Employee Handbook Maintenance Service of legal updates:** HR Works will e-mail policy language to Village of Brockport, NY for incorporation into the handbook by internal personnel.

**On-going Policy Review Services:** Upon completion of your employee handbook, you may continue to use HR Works for assistance with policy revisions for \$50.00 per policy up to a maximum charge of \$895.00. HR Works will e-mail revised policies in a Word and PDF file format to Village of Brockport, NY for incorporation into the handbook by internal personnel.

**On-going Policy Development Services:** Upon completion of your employee handbook, you may continue to use HR Works for assistance with the development of new policies for \$95.00 per policy. HR Works will e-mail new policies in a Word and PDF file format to Village of Brockport, NY for incorporation into the handbook by internal personnel.

***OTHER TERMS AND CONDITIONS***

**Payment:** The terms of payment are as follows: 50% of the fees due upon signing; 40% payable upon the receipt of the draft; and 10% payable upon receipt of the completed project **OR within 3 months of receiving first drafts.** Projects extending beyond 12 months from date of signature may result in additional fees. The HR Helpline fee (if applicable) will be invoiced in full at signing.

**Non-Solicitation:** Should Village of Brockport, NY choose to hire the HR Works' Consultant during the period they are providing the Services, and for a period of six months thereafter, the fee for a contract buyout will be 30% of the annualized salary.

**Indemnity:** Village of Brockport, NY further agrees to indemnify, defend and hold harmless HR Works and HR Works' directors, officers, employees, and agents from and against all claims, losses, suits, damages, and expenses arising out of, or resulting from, whether directly or indirectly, the provision of services under this Agreement, except to the extent due to the gross negligence or intentional misconduct of HR Works or HR Works' directors, officers, employees, or agents.

**Confidentiality:** All information that is provided to HR Works regarding the operations of Village of Brockport, NY will be kept in the strictest of confidence.

**Disclaimer:** The database that HR Works uses for the employee handbooks is regularly reviewed by employment law attorneys. Please understand that HR Works is not engaged in rendering legal services. If legal advice is required, the services of a competent labor attorney should be sought. Policy revisions which are requested outside of our core policies are the responsibility of the client. These changes are not reviewed by an attorney.

**AUTHORIZATION TO PROCEED**

I agree to the terms in this letter and grant authorization to proceed in accordance with these terms.

*Teresa Meeshan*      **06/27/16**

\_\_\_\_\_  
HR Works Representative      Date

\_\_\_\_\_  
Authorization Signature      Date

\_\_\_\_\_  
HR Works for Village of Brockport, NY

## **Tax Relief Task Force**

**GOAL:** to recommend to the Village Board actionable ideas that will result in lowering the tax rate village owners pay to sustain the village. The task force itself has no authority to implement change; its function is strictly advisory.

*Objectives and Action Plans*, to include, but not limited to the following:

1. Review sources of village funding—including property taxes, sales tax, fees, grants and other non-tax revenue.
  - A. Objective: identify additional funding sources that could result in reduced tax levy
  - B. Suggested Actions: Consult other municipalities (villages) for comparative funding sources; confer with grant writers for additional grant opportunities.
  
2. Review how and where village monies are spent
  - A. Objective: identify opportunities to reduce spending along with consequences and future departmental liabilities of doing so.
  - B. Suggested Actions: Department heads will be asked to educate the task force on how departmental money is spent, changes in spending over the past 5 years, and predicted future spending. Department heads will be asked to describe required cuts if spending were cut by a given percentage.
  
3. Review taxes, fees, spending to assure those village monies are not being used to unknowingly subsidize non-municipal programs and entities.
  - A. Objective: to assure that expenses incurred by the village are benefitting village residents and that fee structures are fair for both the user of the benefit and the village at large
  - B. Suggested Actions: Review schedule of fees within Village Code.
  
4. Review Options for legislation designed to alleviate unfunded mandates (retirement, health care costs), increase AIM funding (state funding for municipalities), and relieve the financial burden of supporting The College at Brockport.
  - A. Objective: to push the State to increase its financial support of municipalities
  - B. Suggested Actions: Become familiar with NYCOM's legislative agenda and budget and work with state legislators to accomplish this.

### *Membership*

The Task Force shall be 9 members, appointed by the mayor: 2 Village Board members serving as co-chairs; 2 village business owners, 2 village homeowners, 1 Sweden Town Board representative, 2 others.

The two Village Board members will co-chair the committee. A recording secretary will be elected by the committee from among its membership.

### *Meetings*

The Task Force will meet at least monthly; the meetings will be public; minutes will be taken by the secretary, approved by the members, and published on the Village website.

### *Duration of Task Force and Reporting*

Before the close of the 2016-17 fiscal year, the committee will prepare and issue a report to the Village Board with findings and recommendations for actions. Co-chairs will provide periodic interim reporting on the task force's activities at Village Board meetings.

The task force will remain in place until such time as the Task Force and Village Board determine that its work is complete.