

VILLAGE OF BROCKPORT
VILLAGE BOARD - MEETING AGENDA
Tuesday, September 25, 2012 7:00pm
Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices & refrain from texting
- **MOMENT OF SILENCE:** to honor those that serve our Country, enforce our laws, & respond to emergencies
- **MISSION STATEMENT:** "To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."
- **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:**
 - BCSD Superintendent – Dr. Lesli Myers
 - BISCO- Greg Lund – Street Closure Application – for 8/9/13-8/11/13 Brockport Arts Festival
 - Pro Brockport – Valerie Ciciotti – Hawking & Peddling Application – for 12/2 holiday parade
- **CONSENSUS ITEMS:**
 - Approval of minutes – 8/28, 9/4, 9/11
 - Approval of bills to be paid
- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 -
- **DEPARTMENT REPORTS:** (Treasurer & Department Heads are in attendance the 4th Tuesday of each month)
 - Treasurer – Daniel P. Hendricks
 - Status - A.U.D. (Annual Update Document) for fye 5/31/12
 - Financial reports for period ending 7/31/12
 - Budget Transfers & Budget Amendments
 - Building / Zoning / Code Enforcement – Codes Officer Scott C. Zarnstorff
 -
 - Police – Police Chief Daniel P. Varrenti
 -
 - Public Works – Superintendent Harry G. Donahue
 - Authorization to extend CDBG agreement with Monroe County (re College St water main project)
 - Authorization to advertise Fall brush pickup for the week of 10/22
 - Authorization to advertise Fall hydrant flushing for the week of 10/15
 - Bid results from Auctions International for sale of 2006 Chevy Impala
- **PERSONNEL ITEMS:**
 - Appoint Ann Butler to Parks Committee vacancy to 6/30/15
 - Assistant Building Inspector (pt) or similar title – title preference, drafting ad, forming search committee
- **OLD BUSINESS:**
 -
- **NEW BUSINESS:**
 - Call for 10/23 public hearing on proposed Local Laws - amendments to Village Code Chapters 46 & 59
 - Memorandum of Understanding with Town of Sweden for parking ticket collection
- **VILLAGE BOARD REPORTS:**
 - Mayor Maria Connie Castañeda
 - Monroe County CDBG – award of \$37,250 for Barry Street water main improvement project
 - Pathstone, CEI, NYSERDA Educational Workshop on Energy Efficiency – Tues, 10/9 5:30-7pm
 - Erie Canalway National heritage Corridor roundtables Bicyclists Bring Business – 10/10 & 10/11
 - NYS DPS – Lifeline Discount Telephone Service Program – for income-eligible consumers
 - Brockport Food Shelf – An Evening of Music Fri., 9/28 7:30 – St. Luke's
 - The Housing Council – Operating Rental Property Workshop – Sat. 10/20 9am-4pm
 - After Hours @ The Library fundraiser - Sat., 11/3 – sponsorship & Village basket opportunities
 - Trustee William G. Andrews
 - Historic Commercial District – upper lofts feasibility – tax abatement component
 - Trustee Margaret B. Blackman
 - Travel/training authorization - 2012 New York State Canal Conference – 9/30–10/2 in Oswego
 - Trustee Kent R. Blair
 -
 - Trustee Carol L. Hannan
 -
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**

Upcoming:

- 7pm Tuesday, 10/2 – Village Board work session
- Monday, 10/8 – Village Hall closed for holiday
- 7pm Tuesday, 10/9 – Village Board meeting

- 7pm Tuesday, 10/23 – Village Board meeting (w/ Attorney, Treasurer, Department Heads)

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
STREET CLOSURE REQUEST
APPLICATION**

Date of Application: 9/3/2012

Date scheduled on Village Board agenda: 9/25/2012

Note: Applicant must attend Village Board meeting.

ORGANIZATION: BISCO- Brockport Integrated Services Community
Org _____

PERSON(S) IN CHARGE: Greg Lund _____
3020 Redman Road, Brockport, NY 14420

TELEPHONE: 281-8309 cell, 964-2774 home FAX: 964-2774 _____

E-MAIL lunddargreg@aol.com _____

DATE: 8/9-10-11/2013 _____

HOURS: Friday- 9th 7pm to Sunday 11th-
6pm _____

PURPOSE: Brockport Arts Festival _____

STREET(s) – specify if entire street or section of (attach a map also)
Main St- rt 19 north of the canal to the 5 corners signal(Adams, Park , Fair
Sts.) and Market St. from Main St east to Fire Dept. _

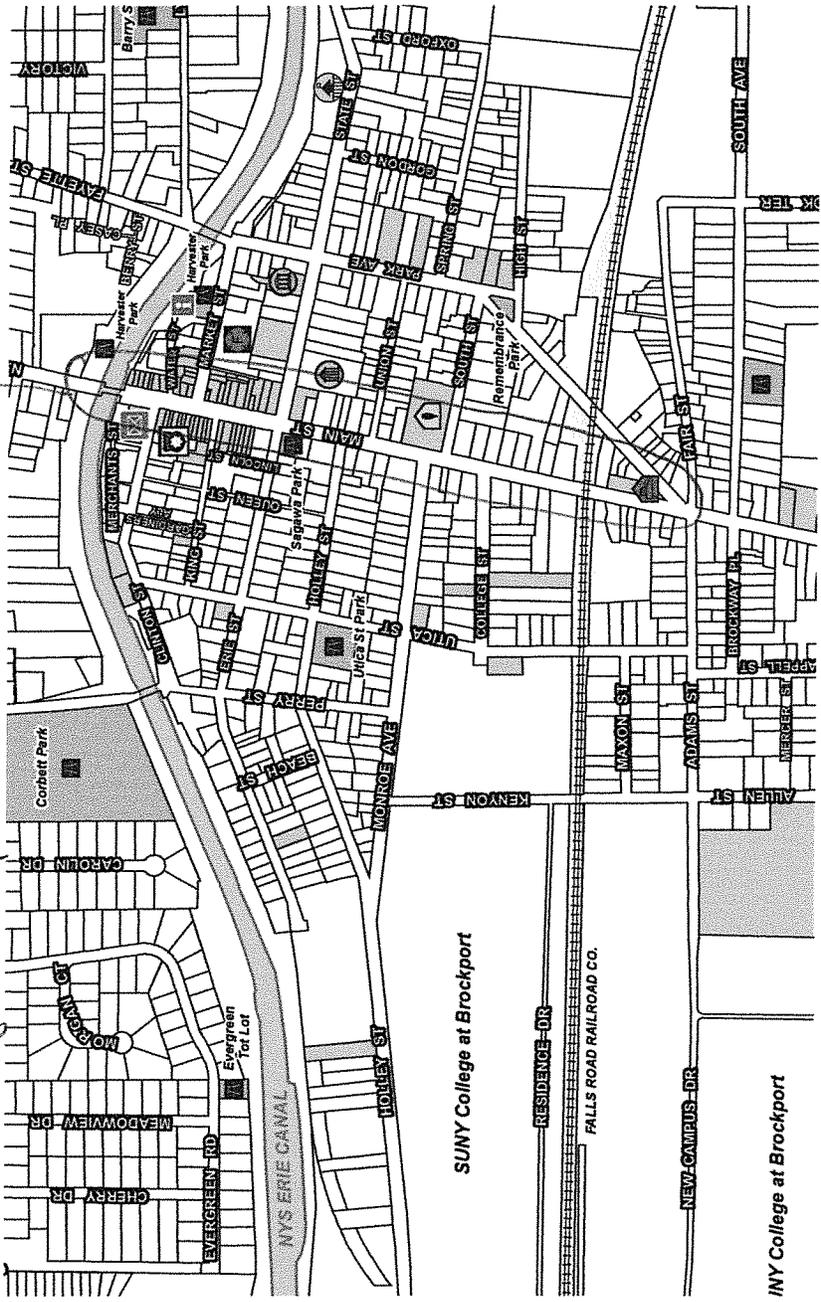
IF APPROVED, APPLICANT AGREES TO ABIDE BY ANY
CONDITIONS SET FORTH BY VILLAGE OFFICIALS OR D.O.T.

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

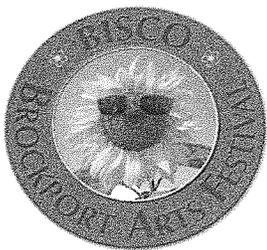


SIGNATURE OF APPLICANT

2013 Brockport Arts Festival
 Street Closure application:
 Fri Aug 9 7pm to
 Sun Aug 11 - 6pm



Jessie Seand



BISCO

Brockport Integrated Service and Community Organization
P.O. Box 197, Brockport, NY 14420

EXECUTIVE COMMITTEE

***George Dahl,**
President
Rotary

***Pat Baker,**
Pres. Elect
Community-at-large

Dave Moore,
Vice Pres.
Village

Cindy Syrocki,
Secretary
Community-at large

***Greg Lund,**
Treasurer
Lions

Bob Reusch
Rep. at Large
Kiwanis

BOARD MEMBERS

Art Appleby,
Community at Large

Elaine Bader
Chamber of
Commerce

Chet Fery
Sweden Community
Foundation

Norm Knight
Rotary

***Andy Pacitto**
Community-at-Large

***Sue Parrino**
Lakeside Foundation

***FEST COOR. COM.**

DT: September 9, 2012

TO: Members, Brockport Village Board

FR: BISCO, Greg Lund, 2013 Festival Chair

RE: Request for closure of Main Street

Greg Lund

We, the creators and sponsors of the Brockport Arts Festival, are asking for board consideration and action on our request to have Main Street closed to traffic from Clark Street north of the canal to the Adam's Street /Park/Fair intersection from 7 pm August 9 to 7 pm August 11, 2013. In addition all streets entering Main from Clinton to College would be closed one block east (or west) of their respective intersections with Main to all but local traffic. It is expected that again the festival will end at College Street. Furthermore, BISCO requests express decision power over events or other festival related uses that may be held on the above streets and that, furthermore this be made clear by the Village to any groups potentially affected such as merchants, churches, etc.

The Brockport Police Department, which has been extremely supportive and cooperative from the onset of our discussions last year, has agreed that it is important that the festival's return to Main Street be as efficient and painless as possible for all of our visitors. The goal is to present the best festival possible, hopefully the best ever, while enhancing the Village's image for friendliness, efficiency and beauty.

Thus, we are requesting that this topic be addressed at the September 25 village board meeting. George Dahl, BISCO president and/or Greg Lund, president-elect and 2013 Festival Chair also will attend the meeting to address any questions.

We would like to thank all of you including the mayor and all of the trustees we have had contact with for their support. We truly feel as though we have enjoyed substantial governmental and general village support as we move forward with this complex project for a second year (the 19th festival). The Police, Fire Department, Ambulance Corp, DPW, the Morgan Manning House, Walk, Bike Brockport, The Food Shelf, the Merchants' Association and individual merchants – all worked hard on the 2012 festival. We expect the same cooperation for the 2013 festival. It is greatly to the benefit of the community to provide the best possible experience for our participants and our attendees.

**VILLAGE OF BROCKPORT
HAWKING-PEDDLING APPLICATION**

Date of Application: 9/19/12

Fee submitted: exempt

Date scheduled on Village Board agenda: 9/25/12

Note: Applicant must attend Village Board meeting.

JAM

BUSINESS or ORGANIZATION: PRO BROCKPORT

PERSON(s) IN CHARGE: VALERIE CICIOTTI

ADDRESS: 104 EAST AVE, BROCKPORT, NY 14420

TELEPHONE: 585-766-3602 **FAX:** N/A

E-MAIL: VCICIOTTI@HOTMAIL.COM

LICENSE TO COVER DATES FROM: 12/2/12 to 12/2/12

TIME OF DAY FROM: 4 PM - DURING PARADE to END OF PARADE

• **Products to be sold or for which orders are to be solicited:**
RAFFLE TICKETS & HOT COCOA

• **Items / publications to be distributed:**

• **Nature of other solicitation:** PERCENTAGE OF PROCEEDS WILL BE DONATED BACK TO VILLAGE FOR YET TO BE NAMED SPECIAL PROJECT OR PURCHASE.

Vehicle to be used (if any): Year _____ Make _____ Model _____
State of Registry _____ Plate # _____

Mobile food units:

Must attach State and County Health Department compliance certificate(s).

Valerie Ciciotti
SIGNATURE OF APPLICANT

To: Mayor Castaneda

From: Daniel P. Hendricks 

Date: September 19, 2012

Re: July 2012 Financial Reports

Enclosed are the following reports:

Statement of Actual & Estimated Revenues through July 30, 2012 – All Funds

Statement of Expenditures, Encumbrances & Appropriations through July 30, 2012 – All Funds

Also are forms for your and the Board's approval regarding budget transfer and budget amendments.

Please let me know if you have any questions.

Village of Brockport
Budget Transfer Form

Account		From:		Account		To:		Amount		Explanation of Transfer	
Number	Description	Description	Number	Description	Number	Description	Description	Amount	Amount	Explanation of Transfer	Explanation of Transfer
A1010.4000	Trustees-Contractual		A1010.4030	Trustee-Conference				195.00		Funds budgeted in a central code	
A1450.4000	Elections-Legal Notice		A1450.4020	Legal Contractual				10.00		Funds budgeted in a central code	
A1990.4000	Contingency		A1450.4030	Elections-Supplies				700.00		Insufficient funds in line item budget	
A1640.4000	Central Garage - Contractual		A1640.4010	Fasteners				1,000.00		Funds budgeted in a central code	
A1640.4000	Central Garage - Contractual		A1640.4020	Auto - Electrical				500.00		Funds budgeted in a central code	
A1640.4000	Central Garage - Contractual		A1640.4040	Tools				1,150.00		Funds budgeted in a central code	
A1640.4000	Central Garage - Contractual		A1640.4050	Welding Supplies				500.00		Funds budgeted in a central code	
A1640.4000	Central Garage - Contractual		A1640.4060	Fuel Oil				1,200.00		Funds budgeted in a central code	
A1640.4000	Central Garage - Contractual		A1640.4070	Shop Supplies				2,500.00		Funds budgeted in a central code	
A1640.4000	Central Garage - Contractual		A1640.4090	Miscellaneous				3,825.00		Funds budgeted in a central code	
A1640.4000	Central Garage - Contractual		A1670.4000	Central Mailing				1,000.00		Funds budgeted in a central code	
A3310.4010	Traffic Control - Signal		A3310.4040	Traffic Control - Channels & Posts				250.00		Classification of Acct. Code	

Purpose: Balance Accounts

Requested By: *Daniel P. Hudnuck*
(Treasurer)

Date Approved by Board of Trustees _____

Authorized: _____
(Mayor)

Village of Brockport

Budget Amendment Form

Account Number	Description	Amount
A3410.4000	Contractual	556,212.00 1
A8120.4010	Parts for New Truck	3,506.00 2

Purpose: (1) Increase General Fund Budget to reflect Transfer of Balance in Reserve Accounts to Brockport Fire District
 (2) Increase for purchase of parts associated with new truck.

Requested By: Daniel P. Hendricks
 (Treasurer)

Date Approved by Board of Trustees _____

Authorized: _____
 (Mayor)

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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	2,296.00			11,481.00	16.67
A1010.4000							
Trustees-Contractual Expenses	18,500.00					18,500.00	
A1010.4030							
Trustees-Conference Exp		120.00	195.00			195.00-	
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	1,644.50			8,222.50	16.67
A1210.4000							
Mayor-Contractual Expenses	100.00					100.00	
A1210.4010							
Mayor-Telephone	1,220.00	93.71	93.71			1,126.29	7.68
A1210.4050							
Mayor-Conference Exp	100.00	40.00	65.00			35.00	65.00
A1320.4000							
Auditor-Contractual Expenses	12,100.00					12,100.00	
A1325.1000							
Cirk/Treas-Personal Services	131,275.00	8,270.30	13,185.97			118,089.03	10.04
A1325.4000							
Cirk/Treas-Total Contractual Expense		25.00	616.52-			616.52	
A1325.4010							
Cirk/Treas-Telephone	7,200.00	1,159.01	1,111.41			6,088.59	15.44
A1325.4020							
Cirk/Treas-Office Supplies	4,000.00	1,379.46	1,231.64			2,768.36	30.79
A1325.4030							
Cirk/Treas-Computer Supplies	9,000.00					9,000.00	
A1325.4050							
Cirk/Treas-Membership Fees	600.00	35.00	110.00			490.00	18.33
A1325.4060							
Cirk/Treas-Postage	3,600.00		96.58-			3,696.58	2.68-
A1325.4070							
Cirk/Treas-Copier Expenses	3,700.00		299.00			3,401.00	8.08
A1325.4080							
Cirk/Treas-Payroll Expense	5,000.00	106.90	103.40-			5,103.40	2.07-
A1325.4090							
Cirk/Treas-Miscellaneous	1,500.00	300.00	650.00			850.00	43.33
A1325.4100							
Cirk/Treas - Publications	2,000.00		352.30-			2,352.30	17.62-
A1325.4110							
Cirk/Treas-Training	2,500.00					2,500.00	
A1325.4120							
Cirk/Treas-Tax Bill Processing	1,700.00		350.00			1,350.00	20.59
A1420.4000							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
Law-Total Contractual Expenses	66,000.00	4,405.00	9,405.00			56,595.00	14.25
A1440.4020							
Engineer-Chatfield Engineers	5,000.00	419.40	419.40		3,100.00	1,480.60	70.39
A1450.4000							
Total Contractual Expenses	600.00		400.00			200.00	66.67
A1450.4020							
Elections-Legal Notice Publication	200.00		203.55			3.55-	101.78
A1450.4030							
Elections-Supplies		698.25	698.25			698.25-	
A1490.1000							
Pub Wrks Admin-Total Personal Ser	110,532.00	6,874.84	13,480.35			97,051.65	12.20
A1490.4020							
Pub Wrks Admin-Conference Exp	300.00	40.00	40.00		150.00	110.00	63.33
A1490.4030							
Office Supplies/Postage	700.00		84.91-		500.00	284.91	59.30
A1490.4040							
Permits, Licenses, Fees	300.00				160.00	140.00	53.33
A1490.4090							
Pub Wrks Admin-Miscellaneous	500.00					500.00	
A1620.4020							
Natural Gas-DPW	6,000.00	11.73	11.73			5,988.27	0.20
A1620.4021							
Bldgs-Gas 1 Clinton Street	1,500.00	20.87	58.35			1,441.65	3.89
A1620.4022							
Bldgs-Gas 49 State Street	2,000.00	20.87	97.71			1,902.29	4.89
A1620.4030							
Electric-DPW	6,300.00	511.60	1,020.74			5,279.26	16.20
A1620.4031							
Bldgs-Electric-1 Clinton Street	10,000.00	931.00	1,802.00			8,198.00	18.02
A1620.4032							
Bldgs-Electric-49 State Street	4,800.00	490.26	914.34			3,885.66	19.05
A1620.4050							
Bldgs-Janitorial Supplies	750.00		87.70		600.00	62.30	91.69
A1620.4051							
Bldgs-Janitor Supplies- Clinton St	500.00	85.62	85.62		150.00	264.38	47.12
A1620.4052							
Bldgs-Janitor Supplies-State Street	7,800.00		23.58-		200.00	7,623.58	2.26
A1620.4060							
Bldgs-Repair Items	9,000.00	3,659.13	2,177.52		6,818.66	3.82	99.96
A1620.4070							
Telephone - DPW	1,200.00	207.17	207.17			992.83	17.26
A1620.4090							
Bldgs-Miscellaneous	3,000.00		238.44		1,000.00	1,761.56	41.28

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
A1640.4000							
Central Garage- Contractual Expens	16,200.00					16,200.00	
A1640.4010							
Fasteners		7.59	115.64-		925.00	809.36-	
A1640.4020							
Auto -Electrical			343.10-		300.00	43.10	
A1640.4040							
Tools					1,150.00	1,150.00-	
A1640.4050							
Welding Supplies					500.00	500.00-	
A1640.4060							
Fuel Additives/Oil		80.30	165.65-		1,100.00	934.35-	
A1640.4070							
Shop Supplies					2,250.00	2,054.45-	
A1640.4090							
Miscellaneous		1,653.43	1,672.08		2,146.60	3,818.68-	
A1670.4000							
Central Mailing		1,000.00	1,000.00			1,000.00-	
A1680.2000							
IT Hardware Software	5,000.00	3,694.96	3,694.96			1,305.04	73.90
A1680.4000							
IT Hardware Software	5,000.00					5,000.00	
A1910.4000							
Unallocated Insurance	53,977.00	44,726.82	44,726.82			9,250.18	82.86
A1920.4000							
Municipal-Membership Dues	4,950.00	800.00	800.00			4,150.00	16.16
A1950.4000							
Taxes on Village Property	1,175.00					1,175.00	
A1990.4000							
Contingency-Allocation Only	150,000.00					150,000.00	
A3120.1000							
Police-Total Personal Services	1,106,949.00	85,540.20	145,115.19			961,833.81	13.11
A3120.2020							
Police-Firearms	1,600.00				1,491.47	108.53	93.22
A3120.2040							
Police-Office Furniture/Equip	250.00	73.99	73.99			176.01	29.60
A3120.2051							
Police-Computer Software	2,200.00	145.98	145.98		1,687.34	366.68	83.33
A3120.4010							
Police-Telephone	5,200.00	1,011.40	1,011.40			4,188.60	19.45
A3120.4020							
Police-Office Supplies/Postage	2,750.00	94.17	124.91-		229.74	2,645.17	3.81
A3120.4030							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
Police-Fleet Maintenance	3,500.00	57.44	192.73-		3,496.74	195.99	94.40
A3120.4031							
Police-Fleet Repairs	6,500.00		13.56		5,050.00	1,436.44	77.90
A3120.4032							
Police-Fleet Supplies & Equip	5,200.00	13.98	13.98		900.00	4,286.02	17.58
A3120.4040							
Police-Fuel	29,600.00					29,600.00	
A3120.4060							
Police-Maintenance Contracts	4,280.00	153.66	823.11		3,170.70	286.19	93.31
A3120.4065							
Office Equip Lease/Rental	5,582.00		566.52			5,015.48	10.15
A3120.4080							
Police-Quarter Master Unit	4,500.00	170.10	1,037.97-		1,622.83	3,915.14	13.00
A3120.4090							
Police-Miscellaneous	500.00					500.00	
A3120.4100							
Affiliations	150.00	40.00	40.00			110.00	26.67
A3120.4105							
Training, School, Conferences	1,400.00	21.09	316.09		1.00	1,082.91	22.65
A3120.4110							
Police-Publications	525.00					525.00	
A3120.4120							
Police-Supplies/Life Safety Supplies	3,800.00				134.00	3,666.00	3.53
A3120.4130							
Police-Computer Supplies	1,000.00		239.97-			1,239.97	24.00-
A3120.4140							
Police-Medical/Psychological	900.00	1,000.00	1,000.00		534.00	634.00-	170.44
A3120.4150							
Police-Special Enforcement	600.00					600.00	
A3120.4160							
Police-Bike Patrol	200.00		140.00-			340.00	70.00-
A3120.4170							
Police-Explorer Post	180.00					180.00	
A3120.4180							
Police-Community Service	250.00					250.00	
A3120.4210							
Police-Technicians	100.00					100.00	
A3120.4220							
Police-Special Events	100.00					100.00	
A3120.4230							
Police-NYS Accreditation	100.00					100.00	
A3120.4240							
Police-Less Lethal Training Equip	1,265.00		590.24-			1,855.24	46.66-

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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	350.00	47.02	47.02			302.98	13.43
A3310.4020							
Traffic Control-Paint	1,500.00				1,300.00	200.00	86.67
A3310.4030							
Traffic Control-Signs	2,500.00	259.37	259.37		1,960.00	280.63	88.77
A3310.4040							
Traffic Control-Channels & Posts	1,550.00				1,550.00		100.00
A3310.4090							
Traffic Control-Miscellaneous	400.00				150.00	250.00	37.50
A3410.4000							
Contractual Expenses	646,127.00	476.22	646,102.68			24.32	100.00
A3410.4010							
Telephone		1,501.40-					
A3410.4020							
Gas (Utility)		275.17-					
A3410.4030							
Electric		1,367.06					
A3410.4050							
Equip Maint & Repair		3,569.53	4,692.79-			4,692.79	
A3410.4051							
Firefighter Equip Maint/Repair		726.87	5,568.94-			5,568.94	
A3410.4090							
Training			4,719.00-			4,719.00	
A3410.4110							
Building Maintenance		79.50	2,949.35-		200.00	2,749.35	
A3410.4150							
Dispatch Services			1,074.38-			1,074.38	
A3410.4200							
Miscellaneous		40.27	1.34			1.34-	
A3410.4210							
Physicals		525.00	915.00-			915.00	
A3410.4250							
Office/Computer/Postage		1,299.61					
A3410.4310							
New Hose		4,040.00	854.00-			854.00	
A3410.4320							
Turn-Out Gear		439.05	878.10			878.10-	
A3620.1000							
Safety Insp-Total Personal Services	80,659.00	4,842.21	8,931.34			71,727.66	11.07
A3620.4000							
Safety Insp-Total Contractual Expens	300.00					300.00	
A3620.4010							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
Cellular/Telephone	1,300.00	99.85	99.85			1,200.15	7.68
A3620.4020							
Training	300.00	40.00	40.00			260.00	13.33
A3620.4030							
Safety Insp-Computer Supplies	300.00					300.00	
A3620.4040							
Fuel	1,800.00					1,800.00	
A3620.4050							
Association Dues	200.00					200.00	
A3620.4080							
Safety Insp-Uniforms	100.00					100.00	
A3620.4090							
Miscellaneous	800.00		84.37-		400.00	484.37	39.45
A3620.4200							
Postage	800.00					800.00	
A3620.4210							
Vehicle Maintenance	500.00					500.00	
A4540.4050							
Vehicle Maintenance			64.59-			64.59	
A4540.4410							
Ambulance-ALS Intercepts		370.08-					
A5110.1000							
Str Maint-Total Personal Services	507,690.00	45,278.78	87,544.77			420,145.23	17.24
A5110.4010							
Str Maint-Telephone	500.00	38.40	38.40			461.60	7.68
A5110.4041							
Str Maint-Diesel Fuel	21,000.00		4,492.29-		25,000.00	492.29	97.66
A5110.4042							
Str Maint-Regular Fuel	16,000.00	1,742.79	1,186.55-			17,186.55	7.42-
A5110.4050							
Str Maint-Tools	900.00		5.65-		850.00	55.65	93.82
A5110.4060							
Str Maint-Stone	2,000.00		370.52-			2,370.52	18.53-
A5110.4070							
Str Maint-Asphalt	75,000.00	9,506.42	18,286.67-		30,128.45	63,158.22	15.79
A5110.4080							
Str Maint-Uniforms	3,600.00		299.68-		2,614.75	1,284.93	64.31
A5110.4085							
Str Maint-Shoes/Boots	1,500.00		249.99-		800.00	949.99	36.67
A5110.4090							
Str Maint-Miscellaneous	3,000.00				100.00	2,900.00	3.33
A5110.4100							
Str Maint-Equipment Parts	4,800.00	112.06	1,944.15-		4,245.02	2,499.13	47.93

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
A5110.4110							
Str Maint-Truck Parts	17,000.00	900.00	658.31-		6,250.00	11,408.31	32.89
A5110.4130							
Str Maint-Physicals/Drug Testing	800.00				750.00	50.00	93.75
A5110.4140							
Str Maint-Buildings	1,200.00					1,200.00	
A5110.4150							
Str Maint-Concrete	2,200.00	62.13	2,207.87-		25.00	4,382.87	99.22-
A5110.4160							
Str Maint-Fill Material	100.00					100.00	
A5110.4165							
Str Maint-Top Soil	500.00	312.00	312.00			188.00	62.40
A5110.4170							
Str Maint-Shop Supplies	500.00				250.00	250.00	50.00
A5110.4180							
Str Maint-Training/Travel	200.00					200.00	
A5110.4190							
Str Maint-Grass Seed	500.00	424.91	332.84		150.00	17.16	96.57
A5110.4200							
Str Maint-Publications	150.00		46.11			103.89	30.74
A5110.4210							
Str Maint-Manholes & Covers	1,000.00					1,000.00	
A5110.4220							
Str Maint-Office Supplies	100.00				100.00		100.00
A5110.4230							
Str Maint-Equip Rental	100.00					100.00	
A5112.2000							
CHIPS Work	67,084.00		2,625.48-		54,250.00	15,459.48	76.96
A5142.4010							
Snow Plowing-Salt	33,000.00				30,600.00	2,400.00	92.73
A5142.4015							
Snow Plowing-Deicer	5,000.00				5,000.00		100.00
A5142.4030							
Snow Plowing-Plow Parts	3,000.00				350.00	2,650.00	11.67
A5142.4090							
Snow Plowing-Contractual Expenses	200.00					200.00	
A5182.4010							
Street Lighting-Electricity	83,000.00	6,185.07	6,301.75			76,698.25	7.59
A5182.4030							
Street Lighting-Repairs	1,000.00		70.00		750.65	179.35	82.07
A5182.4040							
Street Lighting-Parts	1,500.00	66.74	66.74		700.00	733.26	51.12
A5182.4090							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport For Period Ending 07/31/2012

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
Street Lighting-Contractual Expenses	100.00					100.00	
A5410.4010							
Sidewalks-Concrete	9,300.00		1,050.00		2,700.00	5,550.00	40.32
A5410.4020							
Sidewalks-Stone	200.00				500.00	300.00-	250.00
A5410.4090							
Sidewalks-Contractual Expenses-Mis	500.00				300.00	200.00	60.00
A5650.4020							
Paint	200.00				200.00	200.00	
A5650.4030							
Signs	200.00				200.00		100.00
A5650.4040							
Posts	200.00					200.00	
A6410.4000							
Economic Development	50.00	50.00	50.00				100.00
A6410.4200							
Welcome Center	4,450.00	384.53	870.73		1,890.48	1,688.79	62.05
A6520.4000							
Farmer's Mkt Manager	2,500.00	396.77	485.27		137.00	1,877.73	24.89
A7140.2000							
Parks/Playgrounds-Total Equipment	600.00					600.00	
A7140.2020							
Parks/Playgrounds-Park Equipment							
A7140.4010							
Parks/Playgrounds-Equipment Repai		134.51	19.25-		1,410.98	1,410.98-	
A7140.4020							
Parks/Playgrounds-Maintenance Sup	1,500.00		714.00		150.00	636.00	57.60
A7140.4030							
Parks/Playgrounds-Gardening			39.50-		350.00	310.50-	
A7140.4090							
Parks/Playgrounds-Miscellaneous		8.52	8.52		250.00	258.52-	
A7415.4000							
Seymour Library	180,825.00					180,825.00	
A7510.4000							
Total Contractual Expenses	1,200.00					1,200.00	
A7550.4050							
Celebrations-Electric		34.65-					
A7550.4090							
Celebrations-Miscellaneous					50.00	50.00-	
A8010.4010							
Zoning- Member Stipends	950.00		65.00			885.00	6.84
A8020.1000							
Planning Board-Personal Services	6,706.00	448.57	448.57			6,257.43	6.69

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
A8020.4000							
Planning Board-Total Contractual Ex	700.00	47.15	47.15			652.85	6.74
A8020.4030							
Planning Board-Board Expenses		13.65-	13.65-			13.65	
A8020.4300							
Planning Board-Publications		13.65	13.65			13.65-	
A8120.4010							
Sanitary Sewer-Truck Parts				3,506.00	3,506.00	3,506.00-	
A8120.4020							
Sanitary Sewer-Supply Parts		115.69-					
A8120.4080							
Utilities-Pump Station		53.95-					
A8120.4090							
Sanitary Sewer-Miscellaneous		184.80-	369.60-			369.60	
A8140.4010							
Storm Sewer-Supply Parts	6,000.00	859.07	289.07	5,168.18	5,168.18	542.75	90.95
A8140.4020							
Storm Sewer-Maintenance Supplies	1,000.00			1,000.00	1,000.00		100.00
A8140.4090							
Storm Sewers-Miscellaneous	3,634.00			2,800.00	2,800.00	834.00	77.05
A8160.4010							
Refuse Collection-Monthly Trash Ren	3,700.00	307.64		3,700.00	3,700.00		100.00
A8160.4030							
Refuse Collection-Brush Pick-up	600.00					600.00	
A8160.4040							
Refuse Collection-Special Pick-up (500.00		25.00-			525.00	5.00-
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		673.07	2,829.99	2,829.99	496.94	87.58
A8170.4090							
Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4000							
Sanitation-Landfill Monitoring	3,000.00			3,000.00	3,000.00		100.00
A8189.4001							
Sanitation-Landfill-Engineer				1,800.00	1,800.00	1,800.00-	
A8189.4002							
Sanitation-Landfill-Testing	5,000.00					5,000.00	
A8560.4010							
Equipment Repairs	1,200.00		435.00	1,550.00	1,550.00	785.00-	165.42
A8560.4030							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
Shade Trees-Supplies	500.00					500.00	
A8560.4090							
Shade Trees-Miscellaneous	500.00		15.00		150.00	335.00	33.00
A9010.8000							
NYS Retirement	244,992.00					244,992.00	
A9015.8000							
Police Retirement System Payments	256,979.00					256,979.00	
A9030.8000							
Social Security	185,215.00	11,675.54	20,807.57			164,407.43	11.23
A9040.8000							
Workers Compensation	130,140.00	14,760.00	99,390.00			30,750.00	76.37
A9045.8000							
Life Insurance	7,231.00	623.93	1,485.48			5,745.52	20.54
A9050.8000							
Unemployment Expense	10,000.00					10,000.00	
A9055.8000							
Disability Insurance	5,356.00	434.00	902.40			4,453.60	16.85
A9055.8100							
Wellness Insurance	2,500.00	245.87	1,141.87			1,358.13	45.67
A9060.8000							
Medical Insurance	439,910.00	10,712.98	30,331.31			409,578.69	6.89
A9061.8000							
HRA	134,000.00	6,545.73	14,370.19			119,629.81	10.72
A9070.8000							
Dental Insurance	52,500.00	4,242.58	9,408.45			43,091.55	17.92
A9950.8000							
Transfer to Capital Reserve	10,000.00					10,000.00	
A9999.9000							
Prior Year Expenses	636,436.50	18,113.19	94,830.18	547,939.90	547,939.90		100.00
Totals for Fund:	5,840,338.50	322,096.18	1,224,358.94	547,939.90	789,234.48	3,833,078.66	34.37
A (Fund - A)							
Report totals	5,840,338.50	322,096.18	1,224,358.94	547,939.90	789,234.48	3,833,078.66	34.37

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F1440.4000 Engineer-Contractual Exp	5,000.00					5,000.00	
F1680.2000 It Hardware Software	1,000.00				1,000.00		100.00
F1680.4000 IT Hardware Software	2,500.00		1,951.50		500.00	48.50	98.06
F1910.4000 General Insurance	20,760.00	20,760.00	20,760.00				100.00
F1990.4000 Water-Contingency	30,000.00					30,000.00	
F8310.1000 Water-Supervision	84,459.00	3,044.80	6,875.41			77,583.59	8.14
F8310.4000 Water Admin Total CE	5,500.00					5,500.00	
F8310.4040 Office Expense			26.86		1,634.90	1,661.76-	
F8310.4090 Miscellaneous					400.00	400.00-	
F8320.4000 Water Purchases	413,000.00				400,000.00	13,000.00	96.85
F8340.1000 Water-Labor	92,310.00	6,553.49	13,290.01			79,019.99	14.40
F8340.2020 Vehicles	28,130.49				28,130.49		100.00
F8340.2040 Meters	60,000.00				60,000.00		100.00
F8340.4000 Wtr Transm-Ttl Cont Exp	45,000.00	39,707.51	41,372.70		3,600.00	27.30	99.94
F8340.400C Monroe County CDBG College Stre	4,580.39	4,580.39	4,580.39				100.00
F8340.4010 Water Main Supplies	5,338.32		1,138.32		4,200.00		100.00
F8340.4020 Vehicle Parts & Supplies	4,577.70	227.70	227.70		4,350.00		100.00
F8340.4030 Meter Supplies	375.00				375.00		100.00
F8340.4040 Curb Box Supplies	2,100.00				2,100.00		100.00
F8340.4050 Stone	1,500.00				1,500.00		100.00
F8340.4060 Asphalt	4,100.00				4,100.00		100.00
F8340.4080							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
Water Transm-Uniforms	1,000.00				968.72	31.28	96.87
F8340.4090							
Miscellaneous	6,000.00	42.93	109.17		5,865.22	25.61	99.57
F8340.4100							
Water Transm-Telephone	2,164.12	2,164.12	2,164.12				100.00
F8340.4110							
Water Transm-Electricity	1,000.00	419.94	829.21			170.79	82.92
F8340.4120							
Transm - Sample Testing	20,000.00	4,080.00	4,080.00		15,000.00	920.00	95.40
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-	
F8340.4180							
Water Transm-Publications					350.00	350.00-	
F9010.8000							
NYS Retirement	11,000.00					11,000.00	
F9030.8000							
Social Security	14,211.00	728.21	1,536.57			12,674.43	10.81
F9040.8000							
Workers Compensation	13,000.00		6,500.00			6,500.00	50.00
F9045.8000							
Life Insurance	1,000.00	1,000.00	1,000.00				100.00
F9055.8000							
Disability Insurance	1,100.00	1,000.00	1,000.00			100.00	90.91
F9060.8000							
Hospital Insurance	26,000.00	4,250.00	4,250.00			21,750.00	16.35
F9061.8000							
HRA	15,600.00	2,600.00	2,600.00			13,000.00	16.67
F9070.8000							
Dental Insurance	12,000.00	2,000.00	2,000.00			10,000.00	16.67
F9710.6000							
Serial Bond - Principle payments	26,922.00					26,922.00	
F9710.7000							
Serial Bond - Interest payments	33,218.00					33,218.00	
F9999.9000							
Prior Year Expenses	60,437.39		3,564.85	51,019.97	51,019.97		100.00
Totals for Fund:	1,054,883.41	93,159.09	119,856.81	51,019.97	586,644.30	342,529.73	67.53
F (Fund - F)							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
Report totals	1,054,883.41	93,159.09	119,856.81	51,019.97	586,644.30	342,529.73	67.53

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 07/31/2012

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
G8120.4000							
Contractual	41,771.00				520.00	41,251.00	1.24
G9710.6000							
Bond Principal	43,078.00					43,078.00	
G9710.7000							
Bond Interest	53,151.00			0.00	520.00	53,151.00	0.38
Totals for Fund: G (Fund - G)	138,000.00			0.00	520.00	137,480.00	0.38
Report totals							

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 07/31/2012

Selecting on FUND from A to X

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A0599.0000					
Appropriated Fund Balance	215,274.00			215,274.00	
A1001.0000					
Real Property Taxes	2,457,326.00		2,457,326.00		100.00
A1081.0000					
In-Lieu-Of Taxes	130,000.00		20,450.40	109,549.60	15.73
A1090.0000					
Int & Penalties on Taxes	8,000.00	1,285.62	1,285.62	6,714.38	16.07
A1120.0000					
County Sales Tax	1,328,000.00		13,305.47	1,314,694.53	1.00
A1130.0000					
Utility Gross Receipts Tax	55,000.00	901.85	17,862.96	37,137.04	32.48
A1170.0000					
Franchise Tax	81,000.00			81,000.00	
A1230.0000					
Clerk/Treasurer Fees	1,000.00	100.00	195.00	805.00	19.50
A1520.0000					
Police Fees	1,000.00	15.00	50.00	950.00	5.00
A1560.0000					
Safety Inspections	15,000.00	775.00	2,592.00	12,408.00	17.28
A1640.0000					
Ambulance Charges		593.55	593.55	593.55-	
A1710.0000					
Public Works Services	1,000.00		156.14	843.86	15.61
A1789.0000					
Docking Fees	4,200.00	1,705.00	2,299.00	1,901.00	54.74
A2089.0000					
Farmers Market Fees	2,500.00	150.00	2,520.00	20.00-	100.80
A2110.0000					
Zoning Fees	300.00			300.00	
A2115.0000					
Planning Fees	1,000.00		45.00	955.00	4.50
A2122.0000					
Sewer Charges		11,208.41	24,624.80	24,624.80-	
A2262.0000					
Fire Protection	33,590.00		101,791.28	68,201.28-	303.04
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00			5,000.00	
A2401.0000					
Interest & Earnings	3,000.00	263.02	263.02	2,736.98	8.77
A2401.1000					
Int Earned-Spec Reserves		0.53	183.66	183.66-	
A2401.3000					
Interest & Earnings- Asset Forfeiture		0.30	0.32	0.32-	
A2545.0000					
Bus / Occupation License	17,500.00	200.00	850.00	16,650.00	4.86
A2590.0000					
Permits	5,000.00	3,500.00	3,650.00	1,350.00	73.00
A2610.0000					
Fines & Forfeitures	50,000.00		10,125.00	39,875.00	20.25
A2650.0000					
Scrap Sales	1,000.00	614.25	614.25	385.75	61.43
A2655.0000					
Minor Sales	3,500.00			3,500.00	
A2680.0000					
Insurance Recoveries	6,000.00	2,357.78	2,357.78	3,642.22	39.30
A2690.0000					
Other Comp-Landfill Reimbursement	2,500.00			2,500.00	
A2701.0000					
Refund of P/Y Exp	7,500.00			7,500.00	
A2705.0000					
Gifts & Donations		675.00	2,555.75	2,555.75-	

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 07/31/2012

Selecting on FUND from A to X

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A2770.0000 Other Unclassified	500.00	3,077.02	3,227.72	2,727.72-	645.54
A3001.0000 State Aid - AIM	110,000.00			110,000.00	
A3005.0000 State Aid-Mortgage Tax	35,000.00			35,000.00	
A3089.7001 State Aid, CHIPS	67,000.00			67,000.00	
A4089.0000 Medicaid Part B			376.31	376.31-	
Total for Fund: A (Fund - A)	4,647,690.00	27,422.33	2,669,301.03	1,978,388.97	57.43
F2140.0000 Metered Water Sales	560,000.00	54,045.04	112,552.48	447,447.52	20.10
F2141.0000 Meter Water Sales O/G	340,830.00	29,511.96	60,654.19	280,175.81	17.80
F2144.0000 Water Service Charges	1,500.00		2,213.53	713.53-	147.57
F2148.0000 Interest & Penalties	10,000.00	1,196.92	2,765.95	7,234.05	27.66
F2401.0000 Interest & Earnings	1,000.00	141.71	212.54	787.46	21.25
F2401.1000 Int Earned-Spec Reserves	250.00		39.63	210.37	15.85
Total for Fund: F (Fund - F)	913,580.00	84,895.63	178,438.32	735,141.68	19.53
G2122.0000 Sanitary Sewer- Sewer Charges	138,000.00			138,000.00	
G2401.0000 Interest and Earning- Sewer Fund		0.75	0.75	0.75-	
Total for Fund: G (Fund - G)	138,000.00	0.75	0.75	137,999.25	0.00
T2401.0000 Int Earnings Shafer Trust		32.33	54.79	54.79-	
T2401.3000 Int Earnings-Checking A/C		1.29	2.78	2.78-	
Total for Fund: T (Fund - T)		33.62	57.57	57.57-	
 Report Totals	 5,699,270.00	 112,352.33	 2,847,797.67	 2,851,472.33	 49.97



Department of Planning and Development
Monroe County, New York

Maggie Brooks
County Executive

Judy A. Seil
Director

September 14, 2012

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

Re: Amendatory Agreement for College Street Watermain Project

Dear Mr. Donahue:

Enclosed are three copies of the Amendatory Agreement between Monroe County and the Village of Brockport that **extends the contract term for the above project until August 31, 2013**. Please note that all three copies must be executed. If the Amendatory Agreement meets with Village approval, the Village Board must pass a resolution to authorize the Mayor to sign the agreement **only**. A resolution has already been passed accepting the grant.

Please return the three (3) copies of the Amendatory Agreement after they have been signed and notarized, as well as updated copies of proof of insurance and the Board Resolution to me at the address below (see enclosed insurance requirements).

Thank you for your assistance with this Community Development activity. Should you have any questions regarding this agreement, please contact me at (585) 753-2024 or rmikiciuk@monroecounty.gov.

Sincerely,

Richard T. Mikiciuk
Sr. Rehabilitation Specialist

Enclosures

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, made this ___ day of _____, 2012, by and between the **COUNTY OF MONROE**, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York 14614 (the "County"), and the **VILLAGE OF BROCKPORT**, a municipal corporation with offices located at **49 State Street, Brockport, NY 14420**, (the "Municipality").

WITNESSETH:

WHEREAS, the County and the Municipality previously entered into an Agreement executed by the County on **October 11, 2011**, whereby the Municipality agreed to provide for **installation of 1000 feet of new 8" ductile iron water main and new fire hydrants on College Street in the Village of Brockport**, as set forth in Paragraph I of said Agreement; and

WHEREAS, the County and the Municipality wish to amend said Agreement to extend the term of the Agreement; and

WHEREAS, the County Legislature, by **Resolution Number 169**, adopted on **June 22, 2011**, authorized the execution of this Amendatory Agreement with the Municipality,

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. Paragraph II of the Agreement shall be amended to read as follows:

"This Agreement shall commence on September 14, 2012 and terminate on August 31, 2013. The Project shall be completed no later than one year after the execution of this Agreement. The County reserves the right to cancel any payments to be made under this Agreement for any expenses incurred by the Contractor on the Project after **August 31, 2013.**"

2. Except as expressly stated herein, all terms and conditions of the aforesaid Agreement between the County and the Contractor shall remain in full force and effect.

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

MONROE COUNTY

By: _____
MAGGIE BROOKS
COUNTY EXECUTIVE

VILLAGE OF BROCKPORT

By: _____
M. CONNIE CASTANEDA
MAYOR

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

On the ____ day of _____ in the year **2012** before me, the undersigned, a Notary Public in and for said State, personally appeared **MAGGIE BROOKS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____ in the year **2012** before me, the undersigned, a Notary Public in and for said State, personally appeared **M. CONNIE CASTANEDA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



MEMO
VILLAGE OF BROCKPORT
Department Of Public Works

September 6th, 2012

TO: **LESLIE MORELLI**

FROM: Harry Donahue
Superintendent of Public Works

RE: Website

VILLAGE OF BROCKPORT RESIDENTS

PLEASE TAKE NOTICE

FINAL BRUSH PICKUP for the 2012 season is Monday October 22, 2012.

Your Department of Public Works crew will be around to make the **FINAL** routine pickup of brush on Monday October 22, 2012. This service ends for the season due to leaf pickups and preparation for winter operations.

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

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

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

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

Harry Donahue
Superintendent of Public Works



PUBLIC NOTICE
VILLAGE OF BROCKPORT
Department of Public Works
September 6th, 2012

RE: Water
System Maintenance
HYDRANT FLUSHING
Fall 2012 schedule

The following Public Notice should be published in the September 30th, 2012 issue of the *Suburban News* and on the Village website:

NOTICE TO BROCKPORT RESIDENTS

PLEASE TAKE NOTICE that WATER MAIN FLUSHING in the Village of Brockport will take place 15 – 17 October 2012.

As part of our routine maintenance of the water distribution system in the Village, Department of Public Works crew will be flushing water mains on **15 thru 17 October 2012**. We do this periodically to clean the mains and flush out sediment accumulations that may settle out in the mains. The flushing will ensure that you have a safe and healthy supply of drinking water.

Flushing operations will be conducted between 9:00 A.M. and 1:00 P.M. in the following locations on the date indicated:

Monday, 15 October 2012:
North of the canal.
All hydrants, EAST and WEST
of North Main Street (NYS Route 19)

Tuesday, 16 October 2012:
SOUTH of the canal.
All hydrants EAST of Main Street.

Wednesday, 17 October 2012:
SOUTH of the canal
All hydrants WEST of Main Street

During flushing you may see some cloudiness or color in the water. Please do not use any unnecessary water during this period. The flushing may cause the water to become "cloudy" or "discolored". While the water will be safe to drink, we suggest that you do not wash clothes if you notice the water is discolored. **ANYONE ON A KIDNEY DIALYSIS MACHINE, PLEASE CALL THE SUPERINTENDENTS OFFICE AT THE NUMBER BELOW!**

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



Auctions International, Inc.

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Contact Us

Village of Brockport - Bids Pending Approval

2006 Chevy Impala

Items Start Closing: Tuesday, Sep. 18, 2012, 6:30PM EST

Location: 38 East Ave, Brockport, NY 14420 [Click here for Google Maps](#)

[Catalog](#) | [Download Catalog \(PDF\)](#)

Item # 1 -- 2006 Chevrolet Impala 4Dr Sedan

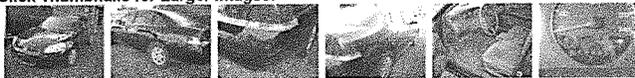
[Track Item](#) | [Email to a friend](#)



High Bid: 4,700.00 USD - markus [bidding history](#)

Bidding has closed on this lot

Click Thumbnails for Larger Images:



Item Details:

2006 Chevrolet Impala 4Dr Sedan

VIN# 2G1WS551369374208, 119177 mi

3.9L, 6-Cyl, Gas engine, automatic transmission. Starts, runs & drives. P225/60R16 97V mts tires are fair. Sold with keys and clean title.

Mechanical

Condition: Fair

Notes: Transmission needs repair.

Body

Condition: Good

Notes: Good except for the areas shown in the pictures.

Interior

Condition: Fair

Notes:

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10% will be added to the high bid price. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards, debit cards, personal or business checks. Applicable sales tax(es) will be charged on all items. All sales are final. No refunds will be issued. Item sold as-is, where-is, with no warranty written or implied. Buyer responsible for inspecting the items before placing bids, and prompt removal of all items in each lot within ten business days after receipt of invoice. Items left on seller's premises after this removal deadline will be subject to repossession, with no refunds issued.

QUESTIONS & INSPECTION: Please contact Harry Donahue at 585-637-1060. Item located in MONROE county at 38 East Avenue, Brockport, NY 14420.

Removal Terms

This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days after bid approval. Buyer must contact the seller to schedule a removal appointment, before access will be granted to the merchandise. All sales are final. No refunds will be issued. All item(s) are sold "As-Is", "Where-Is", with no guarantees, neither written or implied. Items left on seller's premises after the designated pickup deadline are subject to re-possession by the seller. If you are going to have trouble picking your purchased items up by the deadline, call our office immediately!

Payment Terms

Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have four (4) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or re-listed. Please mail payment in company check, certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. The US Postal Service offers two-day mail to the continental U.S.A. for less than \$5. Payment questions? Please Call: 1-800-536-1401 x101.

GENERAL QUESTIONS: email help@auctionsinternational.com

OM08302012-78

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Village of Brockport - Bids Pending Approval

2006 Chevy Impala

Items Start Closing: Tuesday, Sep. 18, 2012, 6:30PM EST
Location: 38 East Ave, Brockport, NY 14420 [Click here for Google Maps](#)

[Catalog](#) | [Download Catalog \(PDF\)](#)

Item # 1 -- 2006 Chevrolet Impala 4Dr Sedan

[Track Item](#) | [Email to a friend](#)



Click Thumbnails for Larger Images:



High Bid: 4,700.00 USD - markus [bidding history](#)

Bidding History:

- Sep 4, 2012, 07:19:20 PM EDT - badgered - 25.00
- Sep 4, 2012, 07:34:26 PM EDT - badgered - 500.00
- Sep 4, 2012, 07:34:26 PM EDT - rick524 - 510.00
- Sep 6, 2012, 12:34:05 AM EDT - nyautomall - 520.00
- Sep 6, 2012, 12:34:05 AM EDT - rick524 - 530.00
- Sep 6, 2012, 12:36:36 AM EDT - dallasny - 540.00
- Sep 6, 2012, 12:36:36 AM EDT - rick524 - 550.00
- Sep 6, 2012, 12:37:25 AM EDT - dallasny - 560.00
- Sep 6, 2012, 12:37:25 AM EDT - rick524 - 570.00
- Sep 6, 2012, 12:37:33 AM EDT - dallasny - 580.00
- Sep 6, 2012, 12:37:33 AM EDT - rick524 - 590.00
- Sep 6, 2012, 12:37:39 AM EDT - dallasny - 600.00
- Sep 6, 2012, 12:37:39 AM EDT - rick524 - 610.00
- Sep 6, 2012, 12:39:10 AM EDT - dallasny - 620.00
- Sep 6, 2012, 12:39:10 AM EDT - rick524 - 630.00
- Sep 6, 2012, 12:39:17 AM EDT - dallasny - 640.00
- Sep 6, 2012, 12:39:17 AM EDT - rick524 - 650.00
- Sep 6, 2012, 12:39:23 AM EDT - dallasny - 660.00
- Sep 6, 2012, 12:39:23 AM EDT - rick524 - 670.00
- Sep 6, 2012, 12:39:32 AM EDT - dallasny - 680.00
- Sep 6, 2012, 12:39:32 AM EDT - rick524 - 690.00
- Sep 6, 2012, 12:39:45 AM EDT - dallasny - 700.00
- Sep 6, 2012, 12:39:45 AM EDT - rick524 - 710.00
- Sep 6, 2012, 12:39:51 AM EDT - dallasny - 720.00
- Sep 6, 2012, 12:39:51 AM EDT - rick524 - 730.00
- Sep 6, 2012, 12:40:16 AM EDT - dallasny - 940.00
- Sep 6, 2012, 12:40:16 AM EDT - rick524 - 950.00
- Sep 6, 2012, 12:40:23 AM EDT - dallasny - 960.00
- Sep 6, 2012, 12:40:23 AM EDT - rick524 - 970.00
- Sep 6, 2012, 12:40:30 AM EDT - dallasny - 980.00
- Sep 6, 2012, 12:40:30 AM EDT - rick524 - 990.00
- Sep 6, 2012, 12:40:37 AM EDT - dallasny - 1,000.00
- Sep 6, 2012, 12:40:37 AM EDT - rick524 - 1,025.00
- Sep 6, 2012, 12:40:57 AM EDT - rick524 - 1,100.00
- Sep 6, 2012, 12:40:57 AM EDT - dallasny - 1,125.00
- Sep 6, 2012, 01:23:46 AM EDT - 12333 - 1,150.00
- Sep 6, 2012, 01:23:46 AM EDT - dallasny - 1,175.00
- Sep 6, 2012, 01:23:52 AM EDT - 12333 - 1,200.00
- Sep 6, 2012, 01:23:52 AM EDT - dallasny - 1,225.00
- Sep 6, 2012, 01:23:56 AM EDT - 12333 - 1,250.00
- Sep 6, 2012, 01:23:56 AM EDT - dallasny - 1,250.00
- Sep 6, 2012, 01:24:01 AM EDT - 12333 - 1,275.00
- Sep 7, 2012, 04:26:44 PM EDT - yoyo18 - 1,300.00
- Sep 10, 2012, 06:18:56 PM EDT - studley - 1,325.00
- Sep 11, 2012, 06:40:11 PM EDT - machinist463 - 1,350.00
- Sep 12, 2012, 10:57:16 PM EDT - yoyo18 - 1,375.00
- Sep 13, 2012, 12:36:31 PM EDT - machinist463 - 1,400.00
- Sep 15, 2012, 04:32:17 PM EDT - studley - 1,425.00
- Sep 15, 2012, 04:32:17 PM EDT - machinist463 - 1,450.00
- Sep 15, 2012, 04:32:56 PM EDT - studley - 1,500.00
- Sep 15, 2012, 04:32:56 PM EDT - machinist463 - 1,525.00
- Sep 17, 2012, 08:08:00 PM EDT - dotcom - 1,550.00
- Sep 17, 2012, 09:02:15 PM EDT - machinist463 - 1,575.00
- Sep 17, 2012, 09:02:15 PM EDT - dotcom - 1,600.00
- Sep 17, 2012, 09:02:46 PM EDT - machinist463 - 1,625.00
- Sep 17, 2012, 09:02:46 PM EDT - dotcom - 1,650.00
- Sep 17, 2012, 09:03:05 PM EDT - dotcom - 1,700.00
- Sep 17, 2012, 09:03:05 PM EDT - machinist463 - 1,725.00
- Sep 18, 2012, 06:27:25 AM EDT - 1048bear - 1,750.00
- Sep 18, 2012, 11:20:37 AM EDT - machinist463 - 1,850.00
- Sep 18, 2012, 11:20:37 AM EDT - 1048bear - 1,875.00

Sep 18, 2012, 11:21:01 AM EDT - machinist463 - 1,900.00
 Sep 18, 2012, 11:21:01 AM EDT - 1048bear - 1,925.00
 Sep 18, 2012, 04:08:25 PM EDT - markus - 1,950.00
 Sep 18, 2012, 04:08:25 PM EDT - 1048bear - 1,975.00
 Sep 18, 2012, 04:09:28 PM EDT - markus - 2,000.00
 Sep 18, 2012, 04:09:28 PM EDT - 1048bear - 2,025.00
 Sep 18, 2012, 04:09:55 PM EDT - 1048bear - 2,250.00
 Sep 18, 2012, 04:09:55 PM EDT - markus - 2,275.00
 Sep 18, 2012, 05:20:29 PM EDT - dotcom - 2,500.00
 Sep 18, 2012, 05:20:29 PM EDT - markus - 2,500.00
 Sep 18, 2012, 05:22:16 PM EDT - dotcom - 2,550.00
 Sep 18, 2012, 05:47:06 PM EDT - dotcom - 2,600.00
 Sep 18, 2012, 05:47:06 PM EDT - markus - 2,650.00
 Sep 18, 2012, 05:57:26 PM EDT - cjc - 2,700.00
 Sep 18, 2012, 05:57:26 PM EDT - markus - 2,750.00
 Sep 18, 2012, 05:57:40 PM EDT - cjc - 2,900.00
 Sep 18, 2012, 05:57:40 PM EDT - markus - 2,950.00
 Sep 18, 2012, 05:57:54 PM EDT - markus - 3,000.00
 Sep 18, 2012, 05:57:54 PM EDT - cjc - 3,050.00
 Sep 18, 2012, 06:00:35 PM EDT - markus - 3,200.00
 Sep 18, 2012, 06:00:35 PM EDT - cjc - 3,200.00
 Sep 18, 2012, 06:01:56 PM EDT - markus - 3,250.00
 Sep 18, 2012, 06:29:12 PM EDT - markus - 3,450.00
 Sep 18, 2012, 06:29:12 PM EDT - cjc - 3,500.00
 Sep 18, 2012, 06:31:21 PM EDT - markus - 3,600.00
 Sep 18, 2012, 06:31:21 PM EDT - cjc - 3,650.00
 Sep 18, 2012, 06:31:46 PM EDT - cjc - 3,700.00
 Sep 18, 2012, 06:31:46 PM EDT - markus - 3,750.00
 Sep 18, 2012, 06:34:28 PM EDT - markus - 3,800.00
 Sep 18, 2012, 06:34:28 PM EDT - cjc - 3,850.00
 Sep 18, 2012, 06:34:58 PM EDT - markus - 3,900.00
 Sep 18, 2012, 06:34:58 PM EDT - cjc - 3,950.00
 Sep 18, 2012, 06:35:15 PM EDT - markus - 4,000.00
 Sep 18, 2012, 06:35:15 PM EDT - cjc - 4,000.00
 Sep 18, 2012, 06:35:22 PM EDT - markus - 4,050.00
 Sep 18, 2012, 06:36:04 PM EDT - cjc - 4,100.00
 Sep 18, 2012, 06:36:25 PM EDT - markus - 4,150.00
 Sep 18, 2012, 06:36:25 PM EDT - cjc - 4,200.00
 Sep 18, 2012, 06:36:34 PM EDT - markus - 4,250.00
 Sep 18, 2012, 06:36:51 PM EDT - cjc - 4,300.00
 Sep 18, 2012, 06:37:09 PM EDT - markus - 4,350.00
 Sep 18, 2012, 06:37:31 PM EDT - cjc - 4,400.00
 Sep 18, 2012, 06:37:31 PM EDT - markus - 4,450.00
 Sep 18, 2012, 06:37:45 PM EDT - cjc - 4,500.00
 Sep 18, 2012, 06:37:45 PM EDT - markus - 4,500.00
 Sep 18, 2012, 06:37:57 PM EDT - cjc - 4,550.00
 Sep 18, 2012, 06:38:13 PM EDT - markus - 4,600.00
 Sep 18, 2012, 06:38:34 PM EDT - cjc - 4,650.00
 Sep 18, 2012, 06:39:17 PM EDT - markus - 4,700.00

Bidding has closed on this lot

Item Details:

2006 Chevrolet Impala 4Dr Sedan

VIN# 2G1WS551369374208, 119177 mi

3.9L, 6-Cyl, Gas engine, automatic transmission. Starts, runs & drives. P225/60R16 97V mts tires are fair. Sold with keys and clean title.

Mechanical

Condition: Fair

Notes: Transmission needs repair.

Body

Condition: Good

Notes: Good except for the areas shown in the pictures.

Interior

Condition: Fair

Notes:

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10% will be added to the high bid price. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards, debit cards, personal or business checks. Applicable sales tax(es) will be charged on all items. All sales are final. No refunds will be issued. Item sold as-is, where-is, with no warranty written or implied. Buyer responsible for inspecting the items before placing bids, and prompt removal of all items in each lot within ten business days after receipt of invoice. Items left on seller's premises after this removal deadline will be subject to repossession, with no refunds issued.

QUESTIONS & INSPECTION: Please contact Harry Donahue at 585-637-1060. Item located in MONROE county at 38 East Avenue, Brockport, NY 14420.

Removal Terms

This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days after bid approval. Buyer must contact the seller to schedule a removal appointment, before access will be granted to the merchandise. All sales are final. No refunds will be issued. All item(s) are sold "As-Is", "Where-Is", with no guarantees, neither written or implied. Items left on seller's premises after the designated pickup deadline are subject to repossession by the seller. If you are going to have trouble picking your purchased items up by the deadline, call our office immediately!

Payment Terms

Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have four (4) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or

re-listed. Please mail payment in company check, certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. The US Postal Service offers two-day mail to the continental U.S.A. for less than \$5. Payment questions? Please Call: 1-800-536-1401 x101.
GENERAL QUESTIONS: email help@auctionsinternational.com

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A LOCAL LAW MODIFYING CHAPTER 46 OF THE
CODE OF THE VILLAGE OF BROCKPORT
TITLED "TREES AND VEGETATION"

_____ - 2012

BE IT ENACTED by the Village Board of the Village of Brockport that Chapter 46 of the Code of the Village of Brockport shall be modified, as follows:

Chapter 46

TREES AND VEGETATION

GENERAL REFERENCES

Berms, fences, hedges and screen plantings — See Ch. 6.
Environmental quality review — See Ch. 17A.
Land subdivision regulations — See Ch. 26.
Stormwater management and erosion and sediment control — See Ch. 27.
Streets and Sidewalks — See Ch 45.
Code enforcement — See Ch. 59.
Uniform Code of the State of New York

§ 46-1. Title; purpose.

- A. This chapter shall be known as the "Tree/Vegetation Ordinance" for trees, plants and shrubs and is herein referred to as the "Tree/Vegetation Ordinance" or "this chapter."
- B. Purpose. In recognition of the environmental, health, and aesthetic benefits of its urban forest, this chapter establishes the policies, regulations, and standards pursuant to the planting, maintenance, protection, preservation, removal and replacement of trees on public lands within the Village of Brockport. These provisions are enacted to:
 - (1) Establish the maximum sustainable amount of tree cover on public lands within the Village.
 - (2) Maintain Village trees in a healthy state and to prevent or control hazardous conditions through good arboricultural practices.
 - (3) Establish and maintain appropriate diversity in genus, species and age classes in order to provide a stable and sustainable urban forest.

§ 46-2. Jurisdiction; effect on other provisions.

- A. The Village of Brockport shall have full jurisdiction over all trees, plants and shrubs (excluding grass) located within street rights-of-way, public parks, public rights-of-way or easements, and other public places in the Village.
- B. Conflict with other ordinances. In any case where a provision of this chapter is found to be

in conflict with a provision of any zoning, land development, safety or health ordinance or code(s) of this municipality, the County of Monroe or the State of New York, the provision which establishes the higher standard for the promotion and the protection of the safety and health of the people shall prevail. In any case where a provision of this chapter is found to be in conflict with a provision of any other ordinance of the Code of this municipality existing on the effective date of this chapter which establishes a lower standard for the promotion and protection of the safety and health of the people, the provisions of this chapter shall prevail, and such other ordinances or codes and articles are hereby declared to be repealed to the extent that they may be found in conflict with this chapter.

- C. Partial invalidity. If any section of this chapter shall be held unconstitutional, illegal, invalid, or otherwise unenforceable as violative of state or local laws, the remainder of this chapter shall remain in full force and effect and be enforceable as such.
- D. Nothing in this chapter shall be deemed to abolish or impair existing remedies of the municipality or its officers or agencies relating to the removal of tree(s) which is/are deemed to be dangerous, unsafe or unhealthy.

§ 46-3. Definitions.

For the purpose of this local law, the following words and terms shall be defined as follows, unless otherwise expressly provided:

CODE — The Code of the Village of Brockport.

CODE ENFORCEMENT INSPECTOR — Includes the Code Enforcement Officer and all Inspectors employed by the Village of Brockport, who are certified by the State of New York either in the capacity of Code Enforcement Officer, Building Inspector or Fire Marshal, and/or titled as the Assistant Code Enforcement Officer, Assistant Building Inspector, Deputy Fire Marshal, or any combination thereof.

CODE ENFORCEMENT OFFICER — An officer employed by the Village of Brockport who is certified by the State of New York either in the capacity of Code Enforcement Officer, Building Inspector, Fire Marshal, Planning/Zoning Officer, peace officer, Stormwater Manager, Floodplain Administrator, or any combination thereof.

COMPREHENSIVE TREE PLAN — A framework for public tree management that includes an inventory of existing trees; identification of planting sites; a prioritized planting plan; and standards for tree selection, siting, and planting.

DPW — The Department of Public Works of the Village of Brockport.

INVASIVE SPECIES — A non-native plant species that adversely affects the habitats they invade economically, environmentally or ecologically and are listed in either the federal or New York State Invasive Plant inventory. www.dec.ny.gov/animals/265html, www.nyis.info

MASTER TREE LIST —

- A. A compilation of suitable and desirable types and species of trees able to thrive on Village streets and public places within the Village. The master tree list is housed at the Village Office and is drawn from:

- (1) Recommendations from the Tree Inventory Report;
- (2) National Grid's "Recommended Small Trees for Planting Under Low Overhead Utility Lines or Confined Spaces" (http://www.nationalgridus.com/non_html/shared_safety_tree.pdf); and
- (3) Cornell University's "Recommended Urban Trees for USDA Plant Hardiness Zone 6 and Colder" (<http://www.hort.cornell.edu/uhi/outreach/recurbtree/index.html>).

B. The master tree list also includes a list of trees that should not be planted either because they are inappropriate street trees or because the Village currently has an excessive number of that species of trees.

MUNICIPALITY — The Village of Brockport.

PERSON — Any person, firm, partnership, association, corporation, company, or an organization of any kind, including public or private.

PUBLIC PARKS — Public places within the Village of Brockport officially designated as public parks.

PUBLIC PLACE — All grounds owned by the Village of Brockport or under its control or supervision, whether leased or under contract to the Village.

PUBLIC TREE — Any tree growing within the boundaries of a public street or public place.

RIGHT OF WAY (R.O.W.) — An area of public land which may or may not be owned by the Village of Brockport over which facilities such as highways, sidewalks or the locations of utility lines are built. This land may include an area between a public sidewalk and a street and which can be commonly referred to as the tree lawn.

STREET — The entire width of every public street or right-of-way when any part thereof is open to the use of the public for purposes of vehicular or pedestrian traffic.

SUPERINTENDENT — The department head of The Department of Public Works of the Village of Brockport as employed by the Village of Brockport, who is responsible for Village of Brockport property, streets and roads, rights-of-way and public facilities and certain services.

TREE BOARD — The Tree Board for the Village of Brockport

TREE BOARD ANNUAL REPORT — An annual written report to the Village Board covering the actions and goals relating to the Village's public trees and including such activities as street tree inventories, tree plantings and removals, and educational programs for the public.

TREE INVENTORY REPORT — A scientific inventory of Brockport's street and park trees, completed in August 2006, listing species and variety, condition, and maintenance needs. The report identifies scores of trees, tree component(s), and vacant tree spaces.

TREE LAWN — That part of a right-of-way or highway reservation not covered by the sidewalk or other pavement, lying between a property boundary line and that portion of the street usually used for vehicular traffic.

VILLAGE — The Village of Brockport.

VILLAGE BOARD — The Board of Trustees for the Village of Brockport.

§ 46-4. Tree Board.

- A. Membership. The Tree Board shall consist of not fewer than five nor more than ten voting members, appointed by the Mayor subject to the approval of the Village Board. If possible, all members shall be residents of the Village, and otherwise must be residents of Monroe County. At least one member should have professional training in forestry and, if none do, one ex-officio, nonvoting member who has expertise in urban forestry may also be appointed by the Mayor subject to the approval of the Village Board. In addition, at least one member should be an employee of DPW and, if none is, one DPW employee may also be appointed by the Mayor subject to the approval of the Village Board as an additional ex-officio, nonvoting member. Members shall serve for staggered terms of four years and without compensation.
- B. Organization. Members of the Tree Board shall annually select a Chair and a recording secretary, each to serve a one-year term. The Board shall adopt rules and regulations concerning its governance and operation. A majority of current seated voting members shall constitute a quorum for conducting business.
- C. Authorization and duties. The Tree Board shall be authorized to fulfill the following duties:
- (1) Coordinate, recommend and implement the care, maintenance and planting of all public trees.
 - (2) Develop a comprehensive tree plan for the Village of Brockport.
 - (3) Develop a list of appropriate tree species for planting in the various types of locales within the tree lawn and public parks.
 - (4) Provide advice and consultation regarding trees to the Village Board, Village employees and private citizens residing in the Village of Brockport.
 - (5) Receive, review, and recommend to the Superintendent requests from property owners for tree plantings, pruning and removals on the tree lawn.
 - (6) Regularly communicate with the DPW on all matters regarding Village trees; work closely with the DPW in planning and implementing tree planting; and serve as consultants to the DPW in regard to tree-related problems and hazards.
 - (7) Identify and maintain a list of trees within the Village of Brockport that are of historical significance.
 - (8) Coordinate activities, including but not limited to the commemoration of Arbor Day, to inform and educate the public about the urban forest.
 - (9) Make budget recommendations to the Village Board for Tree Board expenses and purchase of trees.
 - (10) Together with the Village, apply for grants related to the planting and maintenance of our community forest.
 - (11) Submit an annual report to the Village Board detailing the Tree Board's accomplishments for the year, including plantings, educational outreach, activities coordinated with other committees and boards, etc.

(12) Review Village policies, resolutions, and local laws impacting trees.

§ 46-5. Regulation of vegetation.

- A. Planting. The Village shall have the responsibility to plant and maintain trees, plants, and shrubs within the right-of-way of all streets, avenues, and highways and on public grounds. The Tree Board will make all reasonable efforts to comply with property owners' requests regarding placement of a tree on the right-of-way adjoining their property.
- A. Any tree that must be removed shall be replaced by new planting, except in unusual circumstances.
- B. Trees will be replaced in accordance with the master tree plan developed by the Tree Board.
- C. No person shall plant any street tree except in accordance with policies, regulations, and specifications established pursuant to this chapter.
- D. Owners of property adjoining a Village street may request a tree for the tree lawn when one is missing or has been recently removed. Requests will be submitted on the tree request form available at the Village of Brockport Municipal Offices, located at 49 State Street, Village of Brockport, or downloadable from the Tree Board's website link, through www.treeboard.brockprtny.org. The Tree Board will select a suitable tree for the location, which takes into consideration:
- (1) The diversification of our community forest.
 - (2) The specific location.
 - (3) The presence of utility lines and other constricting factors.
- E. Property owners may, at their own expense and with the written approval of the Tree Board and the Superintendent, plant appropriate trees on the tree lawn. The Superintendent shall authorize the approved planting in writing and shall approve a map or diagram showing the location of the tree planting. Any tree so planted shall be considered a public tree and be added to the Village Tree Inventory Report.

§ 46-6. Pruning and topping of trees.

- A. Topping of trees is expressly forbidden. Tree pruning shall be accomplished in accordance with the procedures set forth in the most recent ANSI A300 standards.
- B. Tree removal. The Superintendent shall treat or remove any public trees that are dead, diseased, or constitute a hazard to life or property. No person other than the Superintendent, or his duly authorized deputy, agent or employee, shall prune, cut down, remove or destroy any public tree on Village property unless authorized by the Superintendent.
- (1) Requests by persons for removal of diseased or hazardous trees in the tree lawn must be made to the DPW. Trees will be inspected to determine their health and any hazard that they pose. Final decisions regarding removals will be made by the Superintendent.

- C. Abatement of hazards. If a tree on property other than lands of the State of New York, County of Monroe, or the Village of Brockport is determined by the Code Enforcement Officer in consultation with the Superintendent to constitute a public hazard, the owner will be required, by written notification from the Code Enforcement Officer, to trim, remove, or otherwise control the tree to abate the hazard. Failure to do so within 15 days will be deemed a violation of this chapter, and can result in noticing, ticketing or such other enforcement procedure means and methods set forth in the Code, including but not limited to under Chapter 59 thereof, or as otherwise permitted by law, including the abatement by the Village of any such tree or tree parts thereof which are deemed to constitute a public hazard. In the event that abatement is necessary by the Village, it shall be at the owner's expense and, if the costs are unpaid by the owner after 30 days from the date of billing, the costs for the abatement shall then be assessed and levied against the corresponding property and added to the next village tax roll.
- D. Abatement of hazards, public nuisances or invasive plant species. No person shall allow or permit the harboring of, planting of, or allowing outdoors any type of plant material which may cause harm to the environment or to persons, or which may additionally be listed as prohibited by State of New York or United States regulations.

§ 46-7. Correction of damage due to tree roots.

Where sidewalk or curb damage due to tree roots occurs, every reasonable effort shall be made to correct the problem without removing or damaging the tree. The Superintendent shall be responsible for developing or approving corrective measures.

§ 46-8. Cooperation between agencies.

Communication between the DPW and the Tree Board regarding any operations that affect Village trees is essential to the long-term management of the Village's trees. This includes but is not limited to notification of tree pruning, removals, requests for plantings, utility company activities relating to trees, and Arbor Day and other educational tree programs.

§ 46-9. Planting requirements in new developments.

All new development including but not limited to residential, commercial, industrial, and parking lots, will have appropriate trees planted at the customary density in effect for Village street trees.

- A. Landscaping plans submitted by developers must include the planting of street trees and, if appropriate, park trees that are in compliance with the Tree Board's master tree list in terms of size, species, and density.
- B. The developer assumes the responsibility of tree planting and all irrigation and maintenance for a one-year period from the time of planting and for the replacement of any trees that may die during this period.
- C. Approval by the Village of Brockport Planning Board for new developments is contingent upon submission of a tree planting plan approved by the Tree Board.

§ 46-10. Conservation of forest and woodland resources during development.

Pursuant to § 46-9, for protection of trees, setting standards and limits in areas where land use is intensified, developers shall seek the advice of the Tree Board for planting recommendations.

§ 46-11. Harming public trees, shrubs or plants.

It is a violation of the provisions of this chapter for any person to damage, abuse, mutilate, or destroy any tree(s), plant(s), or shrub(s) on public lands. This includes posting signs or handbills on trees or allowing any gaseous, liquid or solid substance harmful to trees, shrubs, or plants to come into contact with their roots, trunks, or leaves, except during application(s) of substances in the performance of the normal maintenance of streets, roads, sidewalks, tree lawns or driveways as performed on behalf of the Village by the Superintendent.

§ 46-12. Enforcement authority.

The Village of Brockport Police Department and/or the Code Enforcement Officer are the official(s) authorized to enforce the provisions of this chapter, by removal, notice, ticketing, etc., or such other enforcement procedure means and methods set forth in the Code, including but not limited to under Chapter 59 thereof, or as otherwise permitted by law.

§ 46-13. Complaints.

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

- A. Performing an inspection of the conditions and/or activities alleged to be in violation and documenting the results of such inspection.
- B. Utilizing the Village of Brockport police and/or the Code Enforcement Officer to carry out enforcement proceedings as deemed appropriate in violations of this chapter or law(s) of the Village of Brockport.

§ 46-14. Penalties for offenses.

Violation(s) of any provision of this chapter shall be an offense, punishable by a fine not to exceed \$350 for each offense. In the case of a violation consisting of the abuse, damage, mutilation or destruction of more than one tree, shrub, or plant on public lands, the damage, mutilation, abuse of, or destruction of each tree, shrub, or plant shall be a separate offense. Nothing in this section shall limit the right of the Village of Brockport to pursue any remedy available to it, pursuant to § 861 of the New York Real Property Actions and Proceedings Law, Subdivision (2) of § 382 of the Executive Law of New York State, or as otherwise permitted by law.

§ 46-15. Validity.

- A. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this chapter shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter, which shall continue in full force and effect; and to this end, the provisions of this chapter are hereby declared to be severable.
- B. Saving clause. This chapter shall not affect violations of any other ordinance, code or regulation of the municipality existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

§ 46-16. When effective.

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

A LOCAL LAW MODIFYING CHAPTER 59 OF THE
CODE OF THE VILLAGE OF BROCKPORT
TITLED "CODE ENFORCEMENT"

_____ - 2012

BE IT ENACTED by the Village Board of the Village of Brockport that Chapter 59 of the Code of the Village of Brockport shall be modified, as follows:

Chapter 59

CODE ENFORCEMENT

§59-1. Issuance of appearance tickets and/or summonses by Code Enforcement Officer or Code Enforcement Inspector.

§59-2. Issuance of appearance tickets and/or summonses by Police Department

§59-3. When effective.

§59-1. Issuance of appearance tickets and/or summonses by Code Enforcement Officer or Code Enforcement Inspector.

Pursuant to Criminal Procedure Law §§150.10 and 150.20, the Code Enforcement Officer or Code Enforcement Inspector of the Village of Brockport, as defined in Chapter 36, § 36-1, of the Code of the Village of Brockport, is herewith authorized to issue and serve appearance tickets and/or summonses when he has reasonable cause to believe that a person or persons have committed a misdemeanor or a petty offense in his presence. This authorization is restricted to the following ordinances or local laws of the Village of Brockport:

- A. Chapter 6, Berms, Fences, Hedges and Screen Plantings.
- B. Chapter 10, Building Construction Code.
- C. Chapter 14, Demolition of Buildings.
- D. Chapter 15, Moving of Buildings.
- E. Chapter 16, Driveways.
- F. Chapter 17, Electrical Inspection.
- G. Chapter 19, Fire Prevention.
- H. Chapter 19A, Fire Alarm Systems.
- I. Chapter 19B, Fire Lanes.
- J. Chapter 20, Flood Damage Protection.
- K. Chapter 21, Garbage, Refuse & Open Burning.

- L. Chapter 22, Garage Sales.
- M. Chapter 27, Stormwater Management and Erosion and Sediment Control
- N. Chapter 32, Motor Vehicle Repair Shops and Gasoline Service Stations.
- O. Chapter 34, Parking.
- P. Chapter 36, Minimum Housing and Buildings Code.
- Q. Chapter 41, Plumbing.
- R. Chapter 43, Signs and Billboards.
- S. Chapter 45, Streets and Sidewalks.
- T. Chapter 46, Trees and Vegetation.
- U. Chapter 51, Trailers and Trailer Camps.
- V. Chapter 53, Carbon Monoxide Detectors.
- W. Chapter 58, Zoning.

§59-2. Issuance of appearance tickets and/or summonses by Police Department.

Members of the Village of Brockport Police Department are authorized to issue and serve appearance tickets and/or summonses, pursuant to the Penal Law and the Criminal Procedure Law, relating to any misdemeanor, violation or offense of any ordinances or local laws of the Village of Brockport.

§59-3. When effective.

This local law shall take effect upon filing with the Secretary of State of the State of New York.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the _____ day of _____, 2012, by and between the TOWN OF SWEDEN, NEW YORK (the "Town") and the VILLAGE OF BROCKPORT, NEW YORK (the "Village").

WHEREAS, all parking tickets issued by the Village are subject to adjudication by the Sweden Town Court, including the collection of all fines paid thereon; and

WHEREAS, all fines collected by the Sweden Town Court with respect to such parking tickets are due to be remitted to the Village; and

WHEREAS, in order to address the issue of outstanding parking tickets, the Village has entered into an agreement with a third-party collection agency, Fundamental Business Service, Inc., pursuant to which enrollment is required on behalf of the Sweden Town Court in the New York State Department of Motor Vehicles "Parking Regulation Electronic Enforcement & Disposition" (PREED) Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. That all fees and charges assessed by the New York State Department of Motor Vehicles, in connection with the Town Court's enrollment in the PREED Program, shall be paid by the Town and fully reimbursed by the Village, and thus deducted from the proceeds of the fines which are collected by the Sweden Town Court for parking tickets issued by the Village; and

2. That upon payment, copies of all corresponding invoices issued by the New York State Department of Motor Vehicles, shall be forwarded by the Town to the Brockport Village Treasurer.

IN WITNESS WHEREOF, the Village has caused this MOU to be signed by the Mayor of the Village of Brockport, and the official seal to be hereunto affixed, and the Town has caused this MOU to be signed by the Sweden Town Supervisor, and the official seal to be hereunto affixed.

Dated: _____, 2012

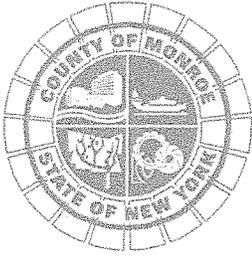
VILLAGE OF BROCKPORT

MAYOR

Dated: _____, 2012

TOWN OF SWEDEN

SUPERVISOR



Office of the County Executive

Monroe County, New York

Maggie Brooks
County Executive

Daniel M. DeLaus, Jr.
Deputy County Executive

September 10, 2012

Hon. M. Connie Castaneda, Mayor
Village of Brockport
49 State Street
Brockport, NY 14420

Dear Mayor Castaneda:

It is a pleasure for me to award the Village of Brockport \$37,250 for the Barry Street Water Main Improvement project from Monroe County's Community Development Block Grant (CDBG) Program.

As you know, I included this project on the list of CDBG projects that was approved by the County Legislature in June. The list of projects is part of the *2012 Annual Action Plan for Housing and Community Development in Suburban Monroe County*, which was approved by the United States Department of Housing and Urban Development (HUD) on August 23, 2012.

In order for your project to begin immediately and ensure that all aspects of program compliance are met, it is imperative that your project manager contact Richard Mikiciuk in the Community Development Office at 753-2024 before any activities are undertaken, so that our ability to fund your project is not jeopardized.

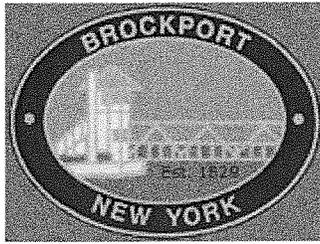
For thirty-seven years, the Community Development Block Grant has enabled Monroe County to channel \$2 million annually into our towns and villages for public works improvements, economic development, housing programs and community services that primarily benefit low to moderate-income families, the elderly and persons with special needs.

Thank you for your participation in Monroe County's community development initiatives.

Sincerely yours,


Maggie Brooks
County Executive

xc: K. Gingello, Community Development Manager



Location

Brockport
Village Hall

49 State Street
Brockport, NY 14420

Date & Time

Tuesday
October 9nd,
5:30 PM -
7:00 PM

Sponsors

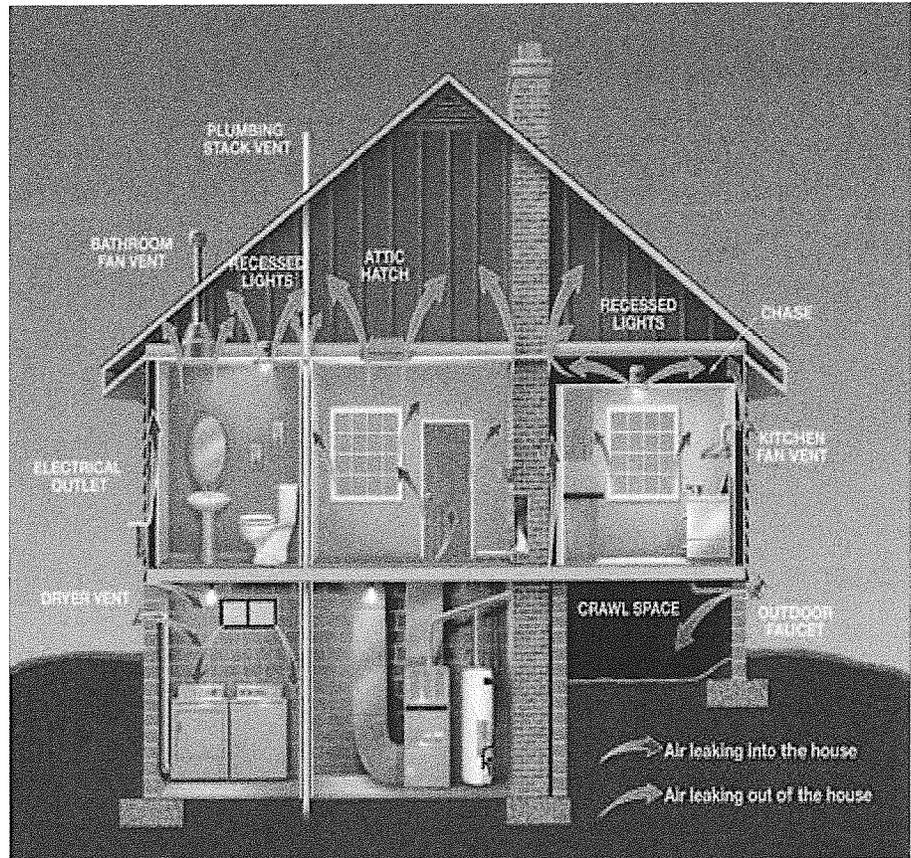
PathStone
Connecting You to Opportunities

An Independent Contractor to:

nyserda
Energy. Innovation. Solutions.

DRAFT

Educational Workshop on Energy Efficiency



Save Money. Spread the Power.

The Village of Brockport will be hosting a Free Energy Workshop sponsored by PathStone Corporation, a local non-profit that is working with the New York State Energy Research and Development Authority (NYSERDA) as an Independent Contractor to share information on the

Home Performance with ENERGY STAR® program within the community. This program uses a “whole-house” approach to energy efficiency, which all New York residents can take advantage of through the Green Jobs - Green New York (GJGNY) Program that features OnBill Recovery!

Join our workshop Tuesday night, with dinner provided by [INSERT RESTAURANT] before the village board meeting and learn how you can make your home more comfortable and/or reduce energy costs going into this heating season.

The first 15 who pre-register will be given a complementary CFL. You will have the opportunity to provide input so that it allows us to tailor our presentation to your needs. Visit our website and register today at:

www.PathStoneEnergyInfo.org





Bicyclists Bring Business Canalway Trail Tourism for Your Downtown!

Discover how to profit from the growing market of trail users

*A free roundtable for local business people, community leaders,
tourism professionals, planners, and interested citizens*

September 7, 2012

Dear Community Member:

According to the U.S. Travel Association, bicycling is now the third most common vacation activity, and more than 27 million Americans have taken a bicycling vacation in the past five years. With more than 100 continuous miles of Canalway Trail, many peaceful local roads, charming B&Bs and inns, picturesque villages, and impressive historic sites and museums, western New York is a perfect destination for cycling tourists. These visitors generally spend between \$100 and \$300 per day and are willing to travel significant distances to regions that offer a good mix of cycling, attractions, and services.

You can learn more about the cyclists that travel the Canalway Corridor now as well as how your business and community can market to and profit from future cycling tourists at a free roundtable, "Bicyclists Bring Business: Canalway Trail Tourism for Your Downtown!" to be held from **6:00 to 8:00 p.m. on Wednesday, October 10** at the Hoag Library, 134 South Main Street, Albion. The evening roundtable, hosted by Western Erie Canal Alliance, will cover the demographics and needs of the bicycle tourist as well as offer tips for making communities and businesses more bicycle-friendly and attractive to other outdoor recreationalists. Attendees will receive a copy of the guidebook, *Bicyclists Bring Business: A Guide to Attracting Bicyclists to New York's Canal Communities*. There will also be time to network with business people and tourism professionals from other communities while enjoying some light refreshments.

As a follow up to the roundtable, we invite you to join us at **10:00 a.m., Thursday, October 11** in front of Golden Gourd Bistro, 118 N. Main Street, Albion, with your bicycle, to "visit" the Village of Albion and Erie Canalway Trail and experience it as a cycling tourist. Afterward, we will discuss our experience and possible solutions to identified issues over a pay-your-own lunch at the Golden Gourd Bistro.

Space is limited, so please RSVP to PTNY at 518-434-1583 or B3roundtable@ptny.org by **September 28** if you plan to attend either or both of these events. Registration for the October 11 cycling event is required.

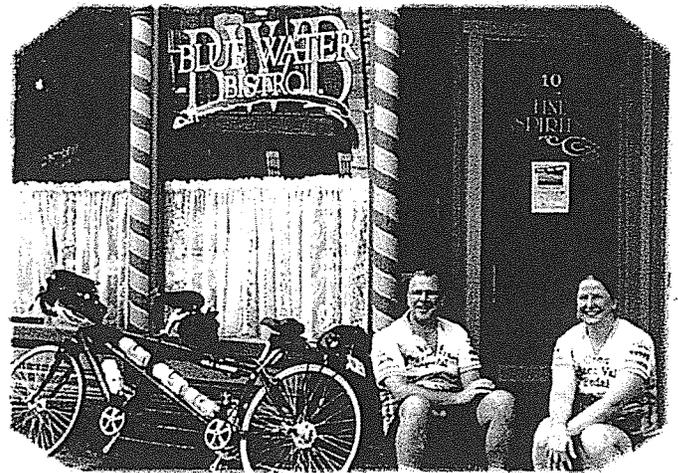
Sincerely,

Robin Dropkin
Executive Director
Parks & Trails New York

Brian U. Stratton
Director
New York State Canal Corporation

Beth Sciumeca
Executive Director
Erie Canalway National Heritage Corridor

***Canalway Trail
Tourism for Your
Downtown***



Bicyclists Bring Business

Discover how to profit from trail tourism
***FREE roundtable discussion and bike "visit" for local
businesses, community leaders, & interested citizens***

ALBION

Roundtable Discussion

Wednesday, October 10

6:00 p.m. to 8:00 p.m.

Hoag Library

134 South Main Street

Light refreshments

Bike "Visit"

Thursday, October 11

10:00 a.m.

Golden Gourd Bistro

118 N. Main Street

Experience the village as a Canalway Trail visitor

**RSVP to
Parks & Trails New York
518-434-1583
B3roundtable@ptny.org**

Organized by



STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

www.dps.ny.gov

PUBLIC SERVICE COMMISSION

GARRY A. BROWN

Chairman

PATRICIA L. ACAMPORA

MAUREEN F. HARRIS

JAMES L. LAROCCA

GREGG C. SAYRE

Commissioners



PETER MCGOWAN

General Counsel

JACLYN A. BRILLING

Secretary

August 28, 2012

Dear Consumer Leader:

I am writing to ask your help in raising awareness of the Lifeline Discount Telephone Service Program and encouraging eligible consumers to enroll. Lifeline Discount Telephone Service is a program designed to make basic telephone service more affordable for income-eligible consumers.

Consumers are eligible for Lifeline if they participate in qualifying federal assistance programs OR if their income is at or below 135% of the federal poverty guidelines. The Lifeline discount can be applied to either home (landline) or wireless service, but is available for only one line per household. Through this program, landline consumers can save as much as \$250 a year, and wireless customers can receive free minutes, reduced rates and free phones. Additional discounts are provided for consumers on tribal lands.

September 10-16, 2012 has been designated as National Discount Telephone Lifeline Awareness Week. The New York State Public Service Commission (PSC) is joining other state agencies, local human service organizations, and local telephone companies to promote Lifeline Awareness Week and focus attention on this important program.

In addition, PSC will be working to educate existing Lifeline customers about the recent changes to the program enacted by the Federal Communication Commission (FCC) in June 2012. The FCC reform is designed to improve program efficiency and ensure those that need support can receive it.

We invite you to spread the word about these programs during Lifeline Awareness Week and throughout the year. We have enclosed a Lifeline poster and a "sample sheet" identifying the materials we have available to assist you in educating your constituents about these programs and encouraging them to enroll. We have also enclosed a self-addressed, postage paid card if you would like to order copies of these free materials.

We ask you to join us in raising awareness of this important program by posting information about it in your offices, distributing information to your staff and consumers you serve, forwarding this information to other organizations in your community that serve low-income consumers, writing an article for a local paper that reaches consumers, and posting a link on your organization's Web site to the Lifeline page on our www.AskPSC.com consumer Web site. An outreach "toolkit," available on the Web site, provides sample outreach materials that you can download and tailor to meet your needs.

If you have any questions about the Lifeline Program or **Lifeline Awareness Week**, please feel free to contact Lorna Gillings at (518) 474-1788 or at lorna_gillings@dps.ny.gov

Thank you for your assistance.

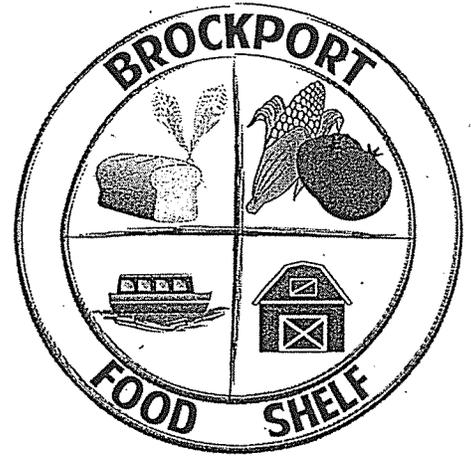
Sincerely,

A handwritten signature in cursive script that reads "Debra LaBelle".

Debra LaBelle
Chief, Consumer Outreach and Education

Enclosures

Save the date: **September 28, 2012**



What: **An Evening of Music**
for the benefit of the Brockport Ecumenical Food Shelf

When: **7:30 pm Friday evening, September 28, 2012**

Where: **St. Luke's Episcopal Church** (corner of Main Street and State Street, Brockport)

Who: **Emory Morris**, baritone, and **Margaret Johnson**, piano

Program

Songs of Travel Ralph Vaughn Williams on poems by Robert Louis Stevenson

My Dark Hands by Herrmann Reuter on poems by Langston Hughes and Arna Bontemps

A Stephen Foster Sampler

Admission: a package(s) of shelf stable food
(for example, canned fruits, vegetables, or meats;
pasta, dried beans, rice, cereal)

A free will offering will also be received.



The HOUSING COUNCIL

www.RocLandlord.com
The Landlord Resource Center

A non-profit HUD approved housing counseling agency serving the Monroe County Area. The Housing Council provides on-going Landlord Business workshops in the city of Rochester and in Monroe County.

The Landlord Business workshop is designed for small landlords, property managers, and individuals thinking about entering the rental property business.

Invest in improving your business skills today and get the confidence you need to succeed in owning or managing rental property.

Topic Agenda Include:

- Overview of Habitability Regulations
- Repair & Maintenance
- Overview of Lead Paint Regulations
- Screening & Selection of Tenants
- Fair Housing Laws
- Overview of renting to Section 8 & DHS Tenant
- Leases & Security Deposit
- Basic Recordkeeping & Bookkeeping
- Overview of Eviction Process

The Housing Council Operating Rental Property Workshops

*Providing Landlords The Essentials To Succeed In
The Business Of Operating Residential Rental Property*

Choose From

Date	Time
Saturday September 22, 2012 The Housing Council	9:00am to 4:00pm
Saturday October 20 2012 Brockport	9:00am to 4:00pm
Three Consecutive Evenings November 12, 13, 14, 2012 The Housing Council	6:30pm to 8:30pm

Fee: \$35 per person

Limited Space: Pre-Registration is Required

For more information or to pre-register over the phone with a credit or debit card, please call 546-3700. Register on-line at www.RocLandlord.com

*Make Check out to The Housing Council. Mail Registration to:
The Housing Council, 75 College Ave., 4th Floor, Rochester, NY, 14607*

.....
The Housing Council Landlord Business Workshop Registration Form

Date of Workshop: _____

Name: _____

Address: _____

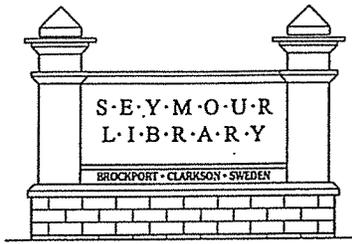
Day Phone: _____

Alt. Phone: _____

Email Address: _____

Office: Date Received _____ Check # _____

Landlord workshops are funded by the City of Rochester and Monroe County

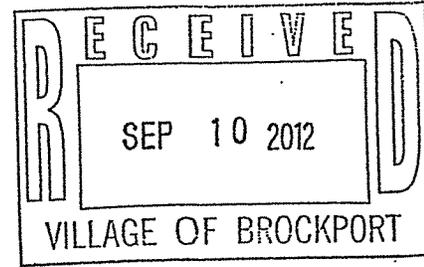


SEYMOUR LIBRARY

161 East Avenue • Brockport, NY 14420-1505

Ph: (585) 637-1050 • Fax: (585) 637-1051

www.seymourlibraryweb.org



September 1, 2012

COPY
MAYOR _____
BOT _____
DH'S _____
OTHER _____

Dear Library Supporter,

I would like to invite you to be a new or repeat sponsor of this year's After Hours @ The Library event to be held at the Seymour Library on Saturday, November 3, 2012. Please note the date on your calendar! The generosity of area residents, businesses, and organizations helped make last year's third annual After Hours a resounding financial and social success.

If you were one of the many participants, you will remember the evening as the premier event of the Autumn season in the greater Brockport area. The delectable food along with wine pairings, varied entertainment, and engaging conversation added to the festivities. Thanks to everyone's support, including our sponsors, volunteers, library staff, contributors, and attendees, the electronic message board, computer seating and new computers have become a reality.

For your convenience, I have enclosed the details of the 2012 After Hours @ the Library event, and the "sponsorship" opportunities. At a time when library budgets are difficult to maintain, your support is needed more than ever. Proceeds from the event will support the replacement of well-worn sofas and seating in the children's area and main library.

I will contact you within one week regarding your participation as a sponsor, discuss the various funding opportunities and deadlines, and answer any questions you might have.

Cordially,

Andrea Tillinghast
Director of the Seymour Library

AT/dmc

2012 After Hours @ the Library

Saturday, November 3, ~~2010~~ 2012
7:00—10:00 pm

A fun evening of music, local artists, entertainment,
wine pairings & hors d'oeuvres to benefit the library.
(\$25 per ticket)

Proceeds from the event will support the replacement of well-worn sofas and seating in the children's area and main library.

Sponsorship Opportunities

We ask that sponsorships be confirmed, with check payable to the Seymour Library, by Friday, October 5 to meet printing & press release deadlines. The Seymour Library is a registered 501 (c) (3) non-profit organization.

\$1,000 Event Sponsorship

Your name/company logo prominently featured on the event invitation, press release materials, and recognition at the event. Includes 4 complimentary tickets.

\$800 Support Sponsorship

Your name/company name featured on the event invitation, press release materials, and recognition at the event. Includes 3 complimentary tickets.

\$500 Wine Sponsorship

Your name featured on the event invitation, press release materials, and recognition at the event. Includes 2 complimentary tickets.

\$250 Food Station Sponsorship

Featured recognition at the event as a sponsor of a food pairing station or other event element
Includes 2 complimentary tickets.

Library Board of Trustees

Mary Ellen Baker
President

Sri Ram Bakshi
Vice President

Lynne Gardner
Secretary

Mary Marone
Treasurer

Walter Borowiec
LuAnne Cenci
Linda Sanford

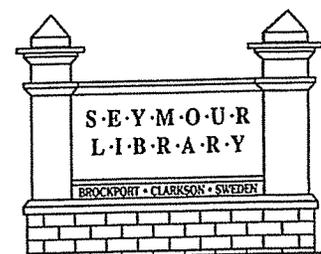
Benefit Committee

Debra Cody
Chair

Andrea Tillinghast
Library Director

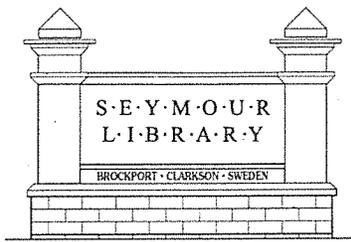
Steve Appleton
Master of Ceremonies

Mary Ellen Baker
Savannah Baker
Sri Ram Bakshi
Matt Krueger
David Virgilio
Amy Westfall
Fran Wilcox



161 East Avenue, Brockport, NY
585-637-1050
www.seymourlibraryweb.org

8/30/12



SEYMOUR LIBRARY

161 East Avenue • Brockport, NY 14420-1505

Ph: (585) 637-1050 • Fax: (585) 637-1051

www.seymourlibraryweb.org

September 12, 2012

Village of Brockport
Attn: Leslie
49 State Street
Brockport, NY 14420

Dear Leslie:

There's an exciting new way for supporters of the Seymour Library to help with our annual fundraising event. We are seeking donations of gift baskets for our Silent Auction to be held at the Fourth Annual "After Hours @ The Library" event on Saturday, November 3, 2012. The gift basket can be theme-centered or simply a collection of unrelated items.

The proceeds of this popular fundraising event will support the replacement of well-worn sofas and seating in the children's area and main library.

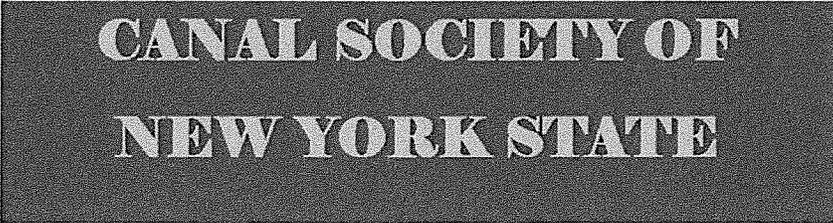
We will be in contact with you shortly in hopes that you would like to donate a basket, and to answer any questions you may have.

Thank you in advance for your anticipated participation.

Sincerely,

Fran Wilcox
Mary Ellen Baker
Committee Members

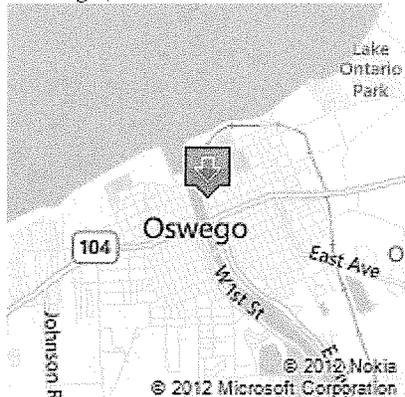
FW/sl



2012 New York State Canal Conference

Where:

Lake Ontario Conference Center
26 E 1st Street
Oswego, NY 13126-1113



Driving Directions

When:

Sunday September 30, 2012 at 2:00 PM EDT
-to-
Tuesday October 2, 2012 at 2:00 PM EDT
Add to my calendar

Register Now!

Schedules & Activities
(Printable)

Program Schedule

Session Descriptions

Activities in Oswego during Conference

Register Now!

Conference Sponsors & Exhibitors

Hosted by:

Dear Mayor Castaneda,

Register now for the
2012 New York State Canal Conference
"Where the Water Never Ends"
Oswego, New York

Sunday September 30 through Tuesday, October 2, 2012

Be sure to make your hotel reservations and register for the Conference by August 29 to receive the early booking discount!

The Conference begins with a Celebration and fun Community Events on Sunday, September 30, including Museum Tours, the 150th Anniversary Civil War Weekend at Fort Ontario, and the Central New York Pumpkin Festival. The New York Canal Corporation's Grand Erie will be available for tours and rides through the locks.

The Opening Reception is an Oktoberfest Celebration including German and American food, libations, and music. The reception will conclude with a Light Show and Fireworks over the Oswego River.

The meetings start on Monday with General Sessions, followed by Breakout Sessions. A **Full Schedule** as of 07.25.12 is attached but highlights include:

Monday's Luncheon Program Keynote Speaker is Karen Rae, Deputy Secretary for Transportation, NYS. Brian Stratton, Director, New York State Canal Corporation and Beth Sciumeca, Executive Director, Erie Canalway National Heritage Corridor

Port of Oswego: The Economic Impact of the Port
Jonathan Daniels, Executive Director, Port of Oswego

Breakout **Sessions and Mobile Workshops** as of 07.25.12 will be featured on Monday. Topics include:

- Making Your Place Great
- Good Night Irene-2010: A Year of Rushing Water
- 2014 Centennial Celebration of the Panama Canal
- Making Connections: Canalway Land and Water Trails

Mobile Workshops and Tours



Presenting Sponsors:



- Stevedore Lofts Redevelopment Project on Oswego River and Canal
- Behind the Scenes at Port of Oswego
- H. Lee White Marine Museum

Monday's Reception and Dinner is at the beautiful Bayshore Grove banquet facility on the shore of Lake Ontario; a perfect spot to watch a sunset!

The dinner features a keynote address by James Clifton, Enterprise Manager, Canal and River Trust (formerly British Waterways).

The Spirit of the Canal Award will be also be presented

Tuesday morning will include more Breakout Sessions

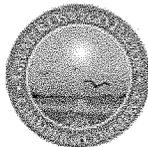
Co-Sponsor:

Brookfield

Sponsors:



Brookfield



- Port of Lyons Technical and Financial Feasibility Evaluation
- CANAL NY-5 Years of Promotion and Tourism (Part I)
- 200th Anniversary of the War of 1812
- Proactive Planning for Economic Development and Shared Services-A Case Study of the City of Mechanicville
- Turn Your Trash Fish into Cash Fish: Carp Fishing on the Erie Canal
- Bringing Back the Water: Restoration of the Ohio & Erie Canal Aqueduct over Tinkers Creek Cuyahoga Valley National Park (Ohio/USA); and The History of the Kentucky River Lock and Dam System
- Revival of the Lachine Canal

The Conference concludes with a Picnic Luncheon at Fort Ontario and the presentation of the Canal Trail Tender Award. Dialogue with CANAL NY (Part II) will also take place after lunch.

Conference Fees include all Events from Sunday to Tuesday

\$215 per person Early Registration Discount by August 29
 \$250 per person after August 29

Room Reservations

Best Western Plus \$126 plus tax per night (is also the Government Rate)
 (Connected to The Lake Ontario Event & Conference Center)
 26 East First St.
 Oswego, NY 13126
 315-342-4040

www.bestwestern.com (for viewing only - reservations must made directly by calling the hotel)

Quality Inn and Suites Riverfront \$107 plus tax per night (is also the Government Rate)
 70 East First St.
 Oswego, NY 13126
 315-343-1600

www.qualityinn.com (for viewing only - reservations must made directly by calling the hotel)



For Sponsorship and Exhibit information contact Diane Chevron at 585-586-6906 or diane@riversorg.com



[Go to event homepage](#)

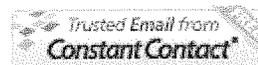
[Register Now!](#)

[I can't make it](#)

Sincerely,

Richard C. Rivers
The Rivers Organization
rivers@riversorg.com
585-586-6906

Forward email



Try it FREE today.

This email was sent to mccastaneda@brockportny.org by rivers@riversorg.com | [Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).

The Rivers Organization | 312 West Commercial Street | East Rochester | NY | 14445



NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

September 12, 2012

Honorable Maria Connie Castaneda
Mayor
Village of Brockport
49 State Street
Brockport, NY 14420

Dear Mayor Castaneda:

Re: Certified Local Government Grant CLG-12-01

I am very pleased to advise you that the Village of Brockport will be awarded **\$9,771.00** to support the CLG's work on the **Comprehensive Survey and Website Creation**. This will be a very useful project to support historic preservation efforts in your community.

I have enclosed the contract for the project and instructions for processing the contract. We will need you to return a signed copy of the contract to our office by Tuesday, September 25th. (Please make certain that you use the correct address--see the instructions.)

Please bear in mind that the CLG funding is a reimbursement program. The project must be under contract by the end of this federal fiscal year (September 30, 2012) and completed by the end of the next federal fiscal year (September 30, 2013). We can only reimburse expenditures for services rendered and products delivered within the funding period (October 1, 2011 to September 30, 2013). There will be two interim reports required in November, 2012 and May, 2013. If you anticipate any difficulties in complying with this timeframe, please let us know. Lorraine Weiss works with the CLG grant program at the Division for Historic Preservation and will be glad to answer any questions you may have. She can be reached at 518-237-8643, x3122 or Lorraine.Weiss@parks.ny.gov.

Congratulations on your award. We share your enthusiasm for the project and look forward to working closely with you.

Sincerely,

Rose Harvey
Commissioner

cc: Kathy Goetz, Chair, Historic Preservation Board

INSTRUCTIONS

Enclosed is a copy of the grant agreement for your Certified Local Government subgrant. To execute the agreement, you must take the following steps:

- If you require special approval (e.g., a City Council resolution) to enter into the grant agreement, proceed now to get the necessary authorization.
- Review CONTRACTOR information on the COVER PAGE for accuracy. Correct and complete, as necessary.
- On the SIGNATURE PAGE; correct/complete, as necessary. Copy (THREE copies in all), sign and have notarized. All three signatures and notarizations must be original, and all dates must be the same.
- Review (and correct, if necessary) the Project Budget (APPENDIX B) and Workplan (APPENDIX D).

If any information on these pages is incorrect and the change is minor, please cross out the incorrect information on all three originals, legibly print the correct information, and initial the change. If the change is more extensive, please contact Lorraine Weiss (518/ 237-8643, ext. 3122; Lorraine.Weiss@oprhp.state.ny.us) for a corrected page.

- Submit THREE originals** of the SIGNATURE PAGE and of any CORRECTED PAGES to:

By U. S. Postal Service

Grants Office

NYS Office of Parks, Recreation
& Historic Preservation

Albany NY, 12238

By Delivery Service (UPS, FedEx, etc.)

Grants Office

NYS Office of Parks, Recreation
& Historic Preservation

625 Broadway
Albany NY 12207

- Retain your copy of the grant agreement. The STATE will execute the agreement by attaching original signature pages (and any revised pages) to an exact copy of the grant agreement that was sent to you. A fully executed copy will be returned to you after it has been signed and approved.

As you proceed with your project, please note the procurement standards (Appendix F), reporting schedule (Appendix C and D), record-keeping requirements (Appendix F), and any special conditions (Appendix E). Upon completion of the project, you must submit a final report, including a summary of your expenditures, to receive grant reimbursement. All project expenditures, including CONTRACTOR's share must be documented. We do NOT require that you submit copies of your payment documentation (invoices, receipts, etc.) but DO require that you maintain that documentation for six years, and make it available for audit upon request.

Please Note: This grant agreement expires September 30, 2013. Time extensions will not be possible.

STATE AGENCY (Name & Address):

New York State Office of Parks, Recreation
& Historic Preservation
Empire State Plaza
Agency Building #1
Albany, NY 12238

NYS CONTRACT NUMBER:

T361201

NYS AGENCY NUMBER:

CLG 12-01

CONTRACTOR (Name & Address):

Village of Brockport
49 State Street
Brockport, NY 14420

ORIGINATING AGENCY CODE:

1290000

TYPE OF PROGRAM:

Historic Preservation Fund - CLG Program
CFDA #: 15.904

CHARITIES REGISTRATION NUMBER:

N/A

INITIAL CONTRACT PERIOD:

From: **October 1, 2011**
To: **September 30, 2013**

FEDERAL IDENTIFICATION NUMBER:

Municipality

FUNDING AMOUNT:

\$9,771.00

MUNICIPALITY NUMBER: (if applicable)

STATUS:

Contractor is () is not (X) a Sectarian entity
Contractor is (X) is not () a not-for-profit
organization

MULTI-YEAR TERM: (if applicable)

FROM: N/A
TO: N/A

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A1	Clauses Required by Office of Parks, Recreation and Historic Preservation
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Program Workplan
APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
APPENDIX E	Special Conditions and Requirements
APPENDIX F	Program Specific Requirements

In witness thereof, the parties hereto have executed or approved this Agreement on the dates below their signatures.

NYS Agency Number: CLG 12-01

CONTRACTOR:

Village of Brockport

By: _____

Printed Name

Title

Date

STATE AGENCY:

New York State Office of Parks, Recreation and Historic Preservation

By: _____

James M. Del Belso
Printed Name

Director, Business Office
Title

Date

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK }
 } SS.:
County of }

On this _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York _____

ATTORNEY GENERAL SIGNATURE

Title

Date

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____

Date

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

CONDITIONS OF AGREEMENT

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this Agreement not modified shall remain in effect for each PERIOD of the AGREEMENT. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be process in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses for All New York State contracts, attached hereto and made a part hereof) takes precedence over all other parts of the AGREEMENT.

I. PAYMENT AND REPORTING

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

II. TERMINATIONS

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

III. INDEMNIFICATION

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

IV. PROPERTY

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

V. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to the AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the

acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic
Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245

Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic
Development
Division of Minority and Women's
Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1
CLAUSES REQUIRED BY
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

I. CHANGES TO BUDGET AND PROGRAM WORKPLAN.

Changes shall not be made in the Program Workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budgeted items provided such changes do not equal or exceed ten percent of the total contract value and have the STATE's written approval. Changes in the Program Workplan that are substantive or alter the scope, intent or basic elements of the contract, or Budget changes that equal or exceed ten percent of the total contract value, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT, which shall be approved by the Office of the State Comptroller (See Section I, Paragraph D of this AGREEMENT).

II. TERMINATION.

A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of usefulness agreed upon by the STATE and the CONTRACTOR

B. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

III. PARTICIPATION BY NEW YORK STATE BUSINESSES AND MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS; OMNIBUS PROCUREMENT ACT.

A. It is the policy of New York State to maximize opportunities for the participation of minority and women-owned business enterprises, as subcontractors and suppliers on its procurement contracts.

B. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC

code, size and location of vendors.

C. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.

D. A directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 / Fax: (518) 486-6416

E. Definitions: For purposes of these clauses, the following definitions shall apply:

1. "Certified business", shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.
2. "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - a) Black persons having origins in any of the Black African racial groups;
 - b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - c) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
3. "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - a) at least fifty-one percent owned by one or more minority group members;
 - b) an enterprise in which such minority ownership is real, substantial and continuing;
 - c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and;
 - d) an enterprise authorized to do business in this state and independently owned and operated.
4. "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - b) an enterprise in which the ownership interest of such women is real, substantial and continuing;

- c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
- d) an enterprise authorized to do business in this state and independently owned and operated.

F. Good Faith Efforts: The CONTRACTOR is encouraged to employ minority and women workers and to solicit and obtain the participation of certified minority and women-owned business enterprises as subcontractors and suppliers on this contract whether or not goals have been established by the STATE for this contract. The following are suggested actions for the contractor to take in this endeavor:

1. Place advertisements in appropriate general circulation, trade and minority or women-owned publications in a timely fashion.
2. Make written solicitations to women and minority-owned business enterprises in a timely fashion and include plans, specifications and contract terms.
3. Where reasonable, structure the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses.
4. Offer to M/WBE's subcontract terms and conditions comparable to those offered to other subcontractors on the contract.
5. Make payments to M/WBE subcontractors and suppliers in a timely fashion.

G. Reports: The CONTRACTOR shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by STATE. Reports not submitted at such times as shall be required by STATE shall be cause for STATE to delay implementing scheduled payments to the contractor.

IV. NON-DISCRIMINATION:

A. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

B. The CONTRACTOR agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

APPENDIX B
PROJECT BUDGET
CLG 12-01
VILLAGE OF BROCKPORT
COMPREHENSIVE SURVEY AND WEBSITE CREATION

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

<u>WORK ELEMENT</u>	<u>COSTS</u>
CLG Personnel Village officials	\$672.00
Consultant/Contractual Services Architectural and Website consultants	\$9,971.00
Volunteer Labor	\$2,800.00
 	<hr/>
TOTAL COST	\$13,643.00

FUNDING BREAKDOWN:

STATE Share	\$9,771.00
CONTRACTOR Share	\$3,872.00
Source of Contractor Share:	Payroll \$672; volunteers \$2,800; Operating budget \$400

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS.

A. Payment shall be made according to the following schedule:

The STATE share of Project Cost as set forth in this Agreement shall be reimbursed to the CONTRACTOR electronically, in accordance with ordinary State procedures and practices. CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments which can be obtained at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoice submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures.

Electronic payments will be made in **ONE LUMP SUM** upon completion of all work in accordance with the standards and timetable set forth in APPENDIX D and submission of a Final Report, CONTRACTOR certification, State Aid Voucher, and other documentation as requested by the STATE.

B. The designated payment office shall be New York State Parks, Recreation and Historic Preservation at:

Agency Building #1
Empire State Plaza
Albany, NY 12238
Attention: Grants Unit – 16th Floor

C. Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.

D. The CONTRACTOR can receive all or any part of the above-referenced payment, provided the appropriate expenditure documentation is submitted and approved by the STATE.

II. REPORTING PROVISIONS:

A. **INTERIM REPORTING:** The Contractor must periodically report to the State comparing actual costs incurred with the estimates in the approved Budget (Appendix B) and actual progress with the projected Project Workplan (Appendix D). Interim progress reports must be submitted twice annually during the project period, on November 1 and May 1. Failure to submit such reports may result in termination of the grant.

B. **FINAL REPORTS:** Unless otherwise specified, a final project report summarizing project performance and comparing completed activities and expenditures to those in the approved AGREEMENT must be submitted upon completion of all work and services required under this AGREEMENT. The final project report must be submitted by the CONTRACTOR to the STATE no later than 30 days after the completion of the project, but in no case later than November 1 following the contract end date. Failure to submit such report may result in forfeiture of the grant award.

C. The Final Report shall contain the following:

1. Evidence that all project work as described in Appendix D PROJECT WORKPLAN has been completed and approved and all products submitted, as required.
2. An EXPENSE SUMMARY showing all project expenditures in such format and detail as may be required by the STATE, incorporating the following required elements:
 - a) WORK ELEMENT / EXPENSE (as listed in APPENDIX B of this Agreement)
Multiple payments for each expense shall be grouped and subtotaled.
 - b) VENDOR/EMPLOYEE NAME
 - c) INVOICE/BILLING NUMBER (provide dates work was performed)
 - d) CHECK NUMBER (relating to appropriate invoice/billing)/ CHECK DATE
 - e) CHECK AMOUNT
3. A Financial Summary, comparing the PROJECT BUDGET (APPENDIX B) to actual project expenditures, explaining any deviations from the projected budget, and calculating the percentage deviation between budgeted and actual cost for each Work Element. In addition, the summary must show Total Project Expenses, FEDERAL SHARE and CONTRACTOR SHARE, and the Source of Contractor share must be identified and categorized (as State, Municipality, Educational Institution, Not-for-profit Organization, Commercial Organization, Private, and/or Other).
4. A narrative description of the PROJECT as completed, including special problems encountered in connection with the Project and any other factors that may provide the STATE with an accurate record of the PROJECT and its impact on the public, and
5. A Final Report Certification signed by the Chief Executive Officer.
6. CPA AUDITS: An audit performed by an independent Certified Public Accountant may be required. If so, the requirement is noted in Appendix E.

APPENDIX D
PROJECT WORKPLAN
CLG 12-01
VILLAGE OF BROCKPORT
COMPREHENSIVE SURVEY AND WEBSITE CREATION

I. PROJECT NARRATIVE:

There are two main phases of this project: 1. an updated survey of all National Register-eligible properties within the Village; and 2. the creation of a website that will provide information about commission meetings and local historic resources. An updated survey will validate information in the current downtown National Register district and enable the CLG to develop future National Register districts in residential areas, thereby increasing access to reahbilitation tax credits. Information from the survey will be used for the new website, a tool that will help the CLG increase public awareness of historic resources and access to information about the commission's work, and will also pprovide more support for commission members' COA reviews.

II. PROJECT TERM:

October 1, 2011 – September 30, 2013

The scope of work and products for this project shall be as described and cannot be changed without prior written approval from the STATE. Work must be completed according to the timetable set forth below and products must meet all accepted professional standards, including the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation," as published in the Federal Register, Thursday, September 29, 1983 (48 FR 44716-28). Final products that do not conform to the terms and conditions of this AGREEMENT or that do not meet the applicable Secretary of the Interior's "Standards" will not be reimbursed.

ITEM

DATE DUE

Interim Project Reports

November 1, 2012

May 1, 2013

Project Completion

September 30, 2013

Final Report/Product/Payment Documentation Submitted

November 1, 2013

APPENDIX E
SPECIAL CONDITIONS AND REQUIREMENTS
CLG 12-01
VILLAGE OF BROCKPORT
COMPREHENSIVE SURVEY AND WEBSITE CREATION

CLG will consult with SHPO survey staff before commencing survey work to discuss methodology, expected goals, and boundaries of the area(s) to be surveyed; and will consult with SHPO National Register staff before preparing to develop a nomination for an National Register historic district. SHPO staff will review final submissions before project is approved for payment.

SHPO staff will have the opportunity to review material and text to be used for the development of the website.

APPENDIX F
PROGRAM SPECIFIC REQUIREMENTS
CERTIFIED LOCAL GOVERNMENT PROGRAM

Funding for grants to Certified Local Governments comes from the Historic Preservation Fund (HPF), a Federal grants program appropriated by the U.S. Congress and administered by the National Park Service (NPS), which provides financial support to State Preservation Offices (SHPOs). In New York State, the SHPO is the Office of Parks, Recreation and Historic Preservation (OPRHP). OPRHP administers the HPF funding, annually setting aside 10% of its HPF allocation for pass-through to eligible Certified Local Governments. HPF funds are subject to both federal and state requirements, as set forth below.

The CONTRACTOR shall be responsible for complying with all the terms and conditions described in this appendix as if they were set forth in the body of this agreement.

I. RECORD-KEEPING

Documentation of expenses and compliance with these and other applicable grant, state, federal, and local regulations and requirements must be maintained for a period of six years after the close-out of the project. This documentation must be available for audit upon request by OPRHP.

II. TERMINATION

In addition to the termination language as set forth in Section III of this agreement, the following applies: Failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event of such termination, all monies paid to the CONTRACTOR by the STATE and not expended according to this agreement shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller may cause to be withheld from any state assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded.

III. PUBLICITY

Workshops and other events funded through the CLG program shall be publicized to the CLG community via the CLG Yahoo listserver at <http://groups.yahoo.com/group/NYSCLGS/>.

IV. GRANT FUNDED PUBLICATIONS

- A. The STATE will fund printing expenses only if the product is available to the public free of charge.
- B. FIVE copies of each publication must be submitted to the STATE.

V. NON-SECTARIAN CERTIFICATION

The CONTRACTOR certifies that funds made available under this agreement shall not be used directly or indirectly for any sectarian purpose.

VI. GENERAL PROCUREMENT REQUIREMENTS

- A. Goods and services that are not required to be competitively bid must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

B. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, a procurement process must be used to ensure compliance with this clause. Usually this will involve solicitation and documentation of at least three price quotes. An organizational procurement policy may be submitted in lieu of documentation for a specific expense.

VII. DOCUMENTATION OF PROCUREMENT AND PAYMENT

Documentation of procurement and expenses must be maintained for a period of six years after the close-out of the project. Specific documentation requirements are listed below. Accounting records should be in a form and place where they are clearly identified as associated with this project and can be made available for audit upon request. Do not send this documentation to the STATE, unless requested.

A. PROCUREMENT DOCUMENTATION

1. Purchase contracts involving an expenditure of more than ten thousand dollars and contracts for construction in excess of thirty five thousand dollars require competitive bidding in accordance with the provisions of the General Municipal Law. To document compliance, the records must include:
 - Copy of Advertisement for Bids or Request for Proposals
 - Bid Summary showing all Bids or Proposals received
 - Justification for selecting bidder or consultant
2. Pursuant to General Municipal Law, goods and services for which competitive bidding is not required must be procured in accordance with municipal policies and procedures designed to assure the prudent and economical use of public moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. Documentation must include:
 - Written procurement policy
 - Documentation of compliance with that policy

B. PAYMENT DOCUMENTATION

1. PAYROLL RECORDS - Each grantee must maintain complete and accurate records in the area of time-attendance and leave accruals for employees. Accurate recording of time-attendance and leave accruals serves as the determinant of regular and overtime (if applicable) pay for both salaried and wage employees. In many instances, grantee employees are required to perform duties for several different grants. In order to obtain an equitable allocation of costs under such conditions, a proper distribution of time, based on accurate time records, is mandatory.

Accounting records for all employees must include the following:

- Wage or salary amount;
- Payroll register showing gross salary, deductions, net salary and check number;
- W-2 Form;
- W-4 Form;
- Time and attendance records for hourly employees;
- Evidence of payment

- Any fringe benefits charged against OPRHP funds shall be within the limits allowed by New York State and must be backed up by a cost breakdown of specific benefits.

2. FOR DONATED SERVICES:

- Time cards signed by both the volunteer and the project supervisor.
- Records showing the basis for determining the rate of the volunteer's contribution. Skilled and professional labor can be computed at the job rate for that task. Unskilled labor, and work performed by professional or skilled laborers in an area outside of their area of expertise must be computed at the minimum wage. (For example, a lawyer donating legal services may compute the value based on the standard billing rate; but the same lawyer donating time painting walls may bill only at the minimum wage.)

3. RECORDS FOR ALL OTHER EXPENDITURES - Required records for all other OPRHP funded expenditures include the following:

Evidence of payment by:

- Cancelled checks, or
- Records of direct deposit, or
- Bank statements, and
- Credit card receipts, statements and proof that charge was paid.

4. CONSULTING SERVICES

For all consultants and outside services, the following documentation must be maintained:

- Signed contracts
- Invoices describing work performed and/or logs of dates and hours worked
- Form 1099 MISC

5. PURCHASE/RENTAL OF EQUIPMENT, SUPPLIES AND MATERIALS. Maintain the following documentation:

- Detailed invoice, order confirmation page and/or rental agreements, as applicable.
- Annual written inventory of equipment purchased from STATE funds, to include description, cost, date purchased, model and serial/ID number, and date and means of disposition, if any. Such equipment shall be available for visible inspection during the contract period as well as for a minimum of five years thereafter.

6. TRAVEL EXPENSES Travel expenses, including fares, lodging, meals and mileage, will be reimbursed at the actual cost or at mileage or per diem rates, provided that the rates do not exceed those available to employees of the State of New York travelling on State business or the approved federal rates, whichever are less.

The following documentation shall be maintained:

- Common carrier receipts
- Log of miles traveled and rate of reimbursement

**VIII. REQUIREMENTS OF THE NATIONAL PARK SERVICE, UNITED STATES
DEPARTMENT OF THE INTERIOR**

A. NPS-49. The CONTRACTOR shall conform with the policies and procedures set forth in the National Register Programs Guideline. (NPS-49)

B. FISCAL MANAGEMENT. In addition to the terms detailed in this Subgrant Agreement, all Federal requirements governing grants including the provisions of the Single Audit Act of 1984 (PL98-502) and Office of Management and Budget Circulars A-87, A-102, A-122, A-123 and A-133), are applicable. Local financial management systems shall meet the standards specified in 43 CFR Part 12.6, "Standards for Financial Management Systems" and shall be auditable in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities & Functions.

C. PERSONNEL. Primary project personnel must meet the professional qualifications set forth in the Code of Federal Regulations 36 CFR Part 61, Appendix A. Professional services and subcontracts must be procured in compliance with Federal competitive procurement requirements.

D. CONSULTANT REQUIREMENTS. Neither employees of the CONTRACTOR or consultants hired by the CONTRACTOR who work directly or indirectly on the activities described in this agreement shall do any of the following:

1. Use his or her position for the actual or apparent purpose of private gain for him or herself or for another person, other than payment for services rendered, or
2. Convey inside information to any person for the purpose of private gain for his or herself or for another person, when that information has not become part of the body of public information, and would not be available upon request, or
3. Engage in teaching, lecturing or writing that is dependent on information obtained as a result of his or her activities under this contract, except when that information has been made available to the general public, or will be made available upon request, or with the written authorization of the STATE.

E. INTANGIBLE PROPERTY:

1. The CONTRACTOR hereby awards to the STATE, the Secretary of the Interior and their officers, agents and employees when acting within the scope of their official duties, a royalty-free non-exclusive and irrevocable license, throughout the world, for government purposes, to publish, translate, reproduce and use all data or copyrightable material based in whole or in part on writings, reports, plans, pictorial reproductions or similar items submitted in relation to any product resulting from this agreement. Unless other arrangements are specified in this AGREEMENT,
 - a) the product of all services performed pursuant to this agreement shall be placed in the public domain by the STATE and the CONTRACTOR, except that information locating historical and archeological sites shall be restricted as necessary to protect the sites from unauthorized investigation, and
 - b) project products shall be made available to the public at a cost not to exceed the actual cost of reproduction.
2. The CONTRACTOR shall not include any copyrighted matter in any product resulting from this agreement without proper acknowledgement of its source. Subject data shall not be used without written approval of the copyright owner, including permission for Government use as noted above.

3. If any discovery or invention arises or is developed in the course of grant-assisted research, developmental, experimental, or demonstration work, the CONTRACTOR shall immediately notify the STATE and the National Park Service of such fact. The NPS will determine whether protection on the invention or discovery will be sought and how the rights in the invention or discovery, including any rights under any patent issued thereon, will be allocated and administered in order to protect the public interest.

F. ACKNOWLEDGEMENT. Any publication resulting from the services performed pursuant to this agreement, including publication of any material based on, or developed under, any activity supported by this subgrant, shall contain the following credit line acknowledging federal support:

"(The activity that is the subject of) this (type of publication) has been financed (in part/entirely) with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute recommendation of endorsement by the Department of the Interior." (The activity has been administered by the New York State Office of Parks, Recreation and Historic Preservation.)"

"This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Dept. of the Interior, National Park Service, P.O. 37127, Washington, D.C. 20013-7127."

G. NONDISCRIMINATION. All project work and products must be in compliance with Title VI of the Civil Rights Act of 1964, which provides that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination and with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, which prohibit discrimination against individuals with disabilities.

As a subgrantee receiving funding from the Department of the Interior, the CONTRACTOR must comply with Title VI of the Civil Rights Act of 1964. Title VI provides that no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973 is designed to eliminate discrimination on the basis of handicap in any program or activity receiving Federal financial assistance. The New York State Office of Parks, Recreation and Historic Preservation, the National Park Service, Department of Interior, and the Office of Equal Opportunity are responsible for reviewing subgrantee compliance relating to discriminatory employment and practices that directly affect services to the public under a federally assisted program.

In executing the subgrant agreement, the CONTRACTOR agrees to comply with these laws and all requirements imposed by or pursuant to the associated Department of the Interior regulations. Execution of the agreement constitutes the CONTRACTOR's assurance that it will take immediate measures to effectuate this agreement and that the assurance will remain in effect for the period during which the federal financial assistance is extended to it.

In particular, the CONTRACTOR must assure that:

1. the historic preservation program receiving federal funding evidences overall compliance with the nondiscrimination statutes; specifically, that it considers the role of all segments of the population in the history, archaeology, architecture, and cultural development of the community

2. the public is provided with nondiscrimination information, including information regarding the right to file a complaint, with particular consideration given to informing non-English speaking populations or those with communication impairment
3. discrimination complaints are forwarded to the appropriate agencies within the mandated timeframes
4. appointed planning and advisory bodies associated with the program involve participation by minority and handicapped persons
5. the program is operated in cooperation with private individuals and organizations representing the interests of minority and handicapped populations
6. minority and handicapped individuals have full accessibility to federally assisted activities and services
7. qualified handicapped persons are being treated in a nondiscriminatory fashion in employment

H. MINORITY BUSINESS ENTERPRISE DEVELOPMENT:

The GRANT RECIPIENT shall comply with Federal Executive Order #12434, Minority Business Enterprise Development as follows:

It is national policy to place a fair share of purchases with minority business firms. The Department of Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. In particular, recipients should:

1. Place minority business firms on bidders mailing lists.
2. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
3. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these firms.
4. Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, DOI, the Business Utilization and Development Specialists who reside in each DOI Bureau and office, and similar state and local offices, where they exist.
5. EQUAL EMPLOYMENT OPPORTUNITY. For contracts in excess of \$10,000, the CONTRACTOR must comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). A provision requiring such compliance must be included in any subcontracts the CONTRACTOR awards in excess of \$10,000.

I. LOBBYING. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.