

## VILLAGE OF BROCKPORT

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

### VILLAGE BOARD – MEETING AGENDA

**Monday, May 19, 2014 7:00pm**

**Location: A.D. Oliver Middle School – L.G.I.**

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:** none
- **CERTIFICATES & PROCLAMATIONS:** none
- **PUBLIC HEARINGS:**
  - Proposed Local Law #2 of 2014 to amend Village Code Chapter 36 Minimum Housing & Buildings Code
- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
- **GUESTS:**
  - Art Appleby (BISCO) – 20<sup>th</sup> Annual Arts Festival - 8/9 & 8/10 – Main Street closure 7pm 8/8-7pm 8/10
  - Josephine Matela & Byron Ariyaratnam – Village Code 58-11F Sidewalk cafés recommendation
- **CONSENSUS ITEMS:**
  - Approval of minutes – 5/5
  - Approval of bills to be paid
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    - Any Sidewalk Café Permit applications
    - 6/1/14-5/31/15 Village Hall closed for holidays notice
    - Revised notice to taxpayers – indicates corrected (lower) tax rate
    - Revised property taxes sample sheet & pie charts
    - Tax collection notice
    - Village elections notice
    - NYMIR renewal 6/1/14-5/31/15
    - Civil Service payroll certification filed
    - Village Code Update - General Code to complete project after VB adopts LL #2 of 2014
- **DEPARTMENT REPORTS:** (VB meeting the 3<sup>rd</sup> Monday of each month)
  - Treasurer – Daniel P. Hendricks
    - Financial reports for period ending 4/30/14
    - Budget Transfers & Budget Amendments
    - PILOT – Park Place Apartments – approve & authorize Mayor to execute
    - Annual employee wage notices re 6/1/14-5/31/15 distributed 5/14/14
  - Building / Zoning / Code Enforcement – David J. Miller, Jr.
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  - Police – Police Chief Daniel P. Varrenti
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  - Public Works – Superintendent Harry G. Donahue
- **PERSONNEL ITEMS:**
  - DPW Seasonal (Summer) Laborers – Search Committee hiring recommendation-remaining 2 of 4 spots
  - Drops/Additions – Welcome Center Greeters
- **OLD or NEW BUSINESS:**
  - Authorize survey required for easement for sewer lines – Bernard C. Schmieder, P.E., L.S.
  - Concur - County as Lead Agency under SEQR re Monroe County Public Safety Communications Facilities
  - Authorize Mayor to execute Monroe County DOT All Seasons County/Village Work Agreement for 2014
  - Authorize municipal lease purchase to replace bucket truck
  - Establishment of Housing Council/Task Force
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
  - Trustee/Deputy Mayor William G. Andrews
  - Trustee Valerie A. Ciciotti
  - Trustee Carol L. Hannan
  - Trustee John D. La Pierre
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**

**Upcoming:**

*Village Board meetings: 7pm Monday, 6/2, none 6/16 due to room prep for Village Elections*

*Village Board work sessions: none 5/26 due to Memorial Day holiday, 7pm Monday, 6/23*

## GUIDELINES FOR PUBLIC COMMENT:

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

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



# VILLAGE OF BROCKPORT

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

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

## VILLAGE OF BROCKPORT Notice of Public Hearing

Please take notice that the Board of Trustees of the Village of Brockport will hold a **public hearing beginning at 7:00 pm on Monday, May 19, 2014**, in the A.D. Oliver Middle School L.G.I. at 40 Allen Street, Brockport, NY 14420 to consider proposed Local Law of 2014 as follows:

- Amendments to Village Code Chapter 36 - Minimum Housing & Buildings Code

Text of proposed local laws will be posted to the Village website at [www.brockportny.org](http://www.brockportny.org) by end of day May 9<sup>th</sup> and may be examined at Village Hall during regular business hours after that date.

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

By Order of the Brockport Village Board

Leslie Ann Morelli  
Village Clerk  
Village of Brockport

Dated: 5/5/14

- For publication in the 5/11/14 edition of Suburban News
- For posting at Village Hall & on the Village website [www.brockportny.org](http://www.brockportny.org)

Mayor Margaret B. Blackman  
Trustee/Deputy Mayor William G. Andrews  
Trustees Valerie A. Ciciotti, Carol L. Hannan, John D. La Pierre

## Chapter 36

### MINIMUM HOUSING AND BUILDINGS CODE

[HISTORY: Adopted by the Board of Trustees of the Village of Brockport 10-6-2008 by L.L. No. 8-2008.<sup>1</sup> Amendments noted where applicable.]

#### GENERAL REFERENCES

Building construction administration — See Ch. 11.  
Building Construction Code — See Ch. 10.  
Carbon monoxide detectors — See Ch. 53.  
Code enforcement — See Ch. 59.  
Electrical inspection — See Ch. 17.  
Fire prevention — See Ch. 19.  
Flood damage prevention — See Ch. 20.  
Garbage, refuse & open burning — See Ch. 21.  
Land subdivision regulations — See Ch. 26.  
Plumbing — See Ch. 41.  
Sewers — See Ch. 42.  
Storm Water management and erosion and sediment control — See Ch. 27.  
Trailers and trailer camps — See Ch. 51.  
Trees and vegetation — See Ch. 46.  
Zoning — See Ch. 58.  
Uniform Code of the State of New York

#### ARTICLE I General Provisions

- 36-1. Title; purpose; scope; definitions; applicability; enforcement.
- 36-2. Building permits.
- 36-3. Operating permits.
- 36-4. Registration of residential rental properties.
- 36-5. Certificates of occupancy/certificates of compliance.
- 36-6. Residential rental property renewals of certificates of occupancy.
- 36-7. Conditional certificates of occupancy.
- 36-8. Certificate of occupancy/certificate of compliance issuance and filing.
- 36-9. Responsible parties.
- 36-10. Inspections.
- 36-11. Construction inspections.
- 36-12. Fire safety and property maintenance inspections.
- 36-13. Complaints.
- 36-14. Stop-work orders.
- 36-15. Structures unfit for human habitation (red tag/placard).

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<sup>1</sup>. Editor's Note: This local law superseded former Ch. 36, Minimum Housing and Buildings Code, adopted 2-4-1974, as amended.

ARTICLE II  
Unsafe Buildings

- 36-16. Unsafe buildings.
- 36-17. Investigation and report.
- 36-18. Order to repair or demolish and remove; hearing to be scheduled.
- 36-19. Contents of notice to repair or demolish; alternatively repair or demolition by the Village.
- 36-20. Service and filing of notice to repair or demolish.
- 36-21. Hearing.
- 36-22. Failure to comply.
- 36-23. Assessment of costs and expenses.
- 36-24. Emergency situations.
- 36-25. Application for court order.

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ARTICLE III  
Administration

- 36-26. Enforcement.
- 36-27. Notice of violation; compliance orders; appearance tickets; penalties for offenses.
- 36-28. Recordkeeping.
- 36-29. Program review and reporting.
- 36-30. Intermunicipal agreements.
- 36-31. Validity.
- 36-32. When effective.

ARTICLE I  
General Provisions

**§ 36-1. Title; purpose; scope; definitions; applicability; enforcement.**

- A. This chapter shall be known as the "Minimum Housing and Buildings Code", as applicable to dwellings, buildings, multiple dwellings, dwelling units, premises, structures, land and equipment, and is herein referred to as the "Housing and Buildings Code" or "this chapter".
- B. The purpose of this code is to protect the public health, safety and welfare in buildings used for dwelling and human occupation purposes as hereinafter provided and to prevent the existence of such conditions, factors or characteristics that can adversely affect public safety, health and welfare and lead to the continuation, extension and aggravation of urban blight. Adequate protection of the public, therefore, requires the establishment and enforcement of these minimum housing and buildings standards, as follows:
  - (1) Establishing minimum standards for basic equipment, facilities, hazardous processes/activities and/or to eliminate issues that pose a substantial potential hazard to public safety, including but not limited to light, ventilation, space heating and electrical, for sanitation, safety from fire, for occupancy and space, use and location, exiting and means of egress, safe and sanitary maintenance, cooking equipment, and plumbing provisions in all dwellings, buildings, multiple dwellings, dwelling units, premises, structures, land and equipment now in existence and planned.
  - (2) Fixing the responsibilities of owners, operators and occupants of dwellings, buildings and multiple dwellings, dwelling units, rental units, premises and structures.

(3) Providing for administration, enforcement and penalties.

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

**BUILDING** — Any roofed walled structure.

**BUILDING PERMIT** — A permit issued pursuant to § 36-2 of this chapter. The term "building permit" shall also include a building permit which is renewed, amended or extended pursuant to any provision of this chapter.

**CERTIFICATE OF OCCUPANCY/CERTIFICATE OF COMPLIANCE** — A certificate issued pursuant to §§ 36-5 through 36-8 of this chapter.

**CODE**— The Local Laws 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 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, Storm water Manager, Floodplain Administrator, or any combination thereof.

**COMPLIANCE ORDER** — A written order for the remediation of found violation(s), pursuant to Article II, § 36- 27(C), of this chapter.

**DWELLING** — To include one-family and two-family, multiple-family and/or mixed-use housekeeping structures, boardinghouses/rooming houses and apartment houses. The actual use and occupancy of a dwelling at the time of any applications for certificates or permits hereunder, registration, their renewal, or any compliance or complaint inspection(s) required to be made by the Code Enforcement Officer, regardless of any other classification of the property (whether for tax purposes or otherwise), shall determine whether and to what extent the dwelling is subject to the provisions of this chapter. (Types of dwellings are defined in Chapter 58–2).

**DWELLING UNIT** — One or more rooms arranged for use of one or more individuals living together as a single housekeeping unit, with living, sanitary and sleeping facilities.

**ENERGY CODE** — The New York State Energy Conservation Construction Code, which regulates design and construction of residential and commercial buildings for the effective use of energy.

**NYCRR** — The New York Code of Rules and Regulations.

**OPERATING PERMIT** — A permit issued pursuant to § 36-3 of this chapter. The term "operating permit" shall also include an operating permit which is renewed, amended or extended pursuant to any provision of this chapter.

**OWNER** — The person or entity in whose name the premises affected by an order, issued in accordance with this chapter, is recorded as the owner in the office of the local assessor.

**PLACARD/POSTING** — A public notice placed on a building, structure, premises, dwelling, dwelling unit, equipment and/or land pursuant to Article I, § 36-15 of this chapter.

**PROPERTY MANAGER** – An adult age 21 or older who has been appointed by the owner of a property to perform the owner’s responsibilities and respond to emergencies there. This person must live within 50 miles of said property, and must possess knowledge of locations of gas and water valves, electrical panel boxes, furnaces, hot water heaters, and other equipment on the property. This person must possess keys or otherwise have access to all areas of the property.

**RED TAG** — See "placard/posting".

#### RESIDENTIAL RENTAL PROPERTY

- (a) Shall mean: any dwelling occupied by non-owners under verbal contract or written contract (lease) for agreed terms and monetary or in-kind payments and subject to agreed possessory conditions.
  - [1] Single-family houses (one dwelling unit with living, kitchen, sanitary and sleeping facilities), rented by absentee owners and/or owners/occupants to tenants:
  - [2] Multiples, so rented by absentee owners and/or owners/occupants to tenants, with two or more dwelling units, each with living, kitchen, sanitary and sleeping facilities, including doubles, triples, fours, or more.
  - [3] Apartment houses, with each apartment being a dwelling unit so rented by absentee owners to tenants, with living, kitchen, sanitary and sleeping facilities.
  - [4] Boardinghouses and rooming houses with multiple sleeping rooms (up to 30 in number) serviced by common sanitary facilities.
  - [5] Mixed-use buildings containing one or more dwelling units.
- (b) For purposes of this chapter, each sleeping room in a boardinghouse, furnished-room house, and rooming house is not deemed a dwelling unit as defined above.
- (c) The definition of "residential rental property" supplements the existing Code definitions for families, apartment house, boardinghouse, furnished-room house, rooming house, dwelling (multiple), dwelling (two-family), dwelling unit, and unit (single-family dwelling).

**STOP-WORK ORDER** — A public notice placed on a building, structure, premises, dwelling unit, equipment and/or land pursuant to Article I, § 36-14, of this chapter, that work and/or a use is in noncompliance and shall cease.

**SLEEPING SPACE** – A room or part of a room that can be used, either on an occasional or permanent basis, for sleeping.

TENANT/RENTER – Any non-owner occupying a residential rental property.

UNIFORM CODE — The New York State Uniform Fire Prevention and Building Code.

VILLAGE — The Village of Brockport.

- D. Every portion of a building or premises used or intended to be used for human habitation shall comply with the provisions of this code, irrespective of when such building shall have been constructed, altered or repaired, except as hereinafter provided.
- E. Application of the Uniform Code and the Energy Code. The Uniform Code and the Energy Code shall apply to one- and two-family dwellings, all residential rental property, multiple dwellings, boardinghouses, furnished-room houses, rooming houses, tourist homes, apartment houses or any other type of residential rental property, in addition to any commercial occupancies, such as but not limited to stores and shops for retail purposes, bars and restaurants, private or public business uses, industrial manufacturing and processes, storage and warehousing, and also to hotels and motels serving transient guests and rest homes, convalescent homes and nursing homes whereby sleeping accommodations are provided, hospitals, religious facilities and private schools, day cares and municipal buildings and equipment therein. Any alterations to buildings or changes of use therein which may be caused directly or indirectly by the enforcement of this code shall be done in accordance with applicable sections of the Uniform Code, Energy Code, and any other local, regional state, and/or federal laws, rules or regulations that may apply.
- F. Conflict with other ordinances. In any case where a provision of this code is found to be in conflict with a provision of any zoning, building, fire, 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 code is found to be in conflict with a provision of any other ordinance or 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 code.
- G. Partial invalidity. If any section of this chapter shall be held unconstitutional, illegal, invalid, or otherwise unenforceable or in violation of state or local laws, the remainder of the chapter shall remain in full force and effect and be enforceable as such.
- H. This code establishes minimum requirements for the initial and continued occupancy of all buildings used for human habitation and does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment or facilities, except as provided in this chapter.
- I. Nothing in this code shall be deemed to abolish or impair existing remedies of the municipality or its officers or agencies relating to the removal or demolition of any buildings which are deemed to be dangerous, unsafe or unsanitary.
- J. Code Enforcement Officer.

- (1) It shall be the duty and responsibility of the Code Enforcement Officer to enforce the provisions of the Housing and Buildings Code as herein provided. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and local law(s). The Code Enforcement Officer shall have the following powers and duties:
  - (a) To receive, review, and approve or disapprove applications for building permits, operating permits, certificates of occupancy/certificates of compliance, conditional certificates of occupancy/certificates of compliance, residential rental property registrations, construction plans, specifications, construction documents and matters submitted as required with all such applications.
  - (b) To submit for review and approval by the Historic Preservation Board all building permit applications for structures designated as historic landmarks by the Historic Preservation Board or that are listed on the State or National Registry of Historic Places.
  - (c) Upon approval of such application(s), to issue building permits, operating permits, certificates of occupancy/certificates of compliance, conditional certificates of occupancy/certificates of compliance, residential rental registrations and operating permits, and to include in building permits, certificates of occupancy/certificates of compliance, conditional certificates of occupancy/certificates of compliance and residential rental registrations, such terms and conditions as the Code Enforcement Officer may determine to be appropriate.
  - (d) To conduct inspections, including, without limitation, for construction, fire, fire hazards or explosion, housing, verification of use, property maintenance and any and all inspections to be made prior to the issuance of building permits, operating permits, certificates of occupancy/certificates of compliance, conditional certificates of occupancy, residential rental registrations, fire safety inspections and property maintenance inspections incidental to the investigation of complaints and all other inspections required or permitted under any provisions of any local laws and/or other codes, rules and/or regulations.
  - (e) To issue stop-work orders.
  - (f) To review and investigate complaints.
  - (g) To placard unsafe buildings or structures.
  - (h) To issue orders pursuant to Article II, § 36-18, of this chapter.
  - (i) To maintain records.
  - (k) To collect fee(s) as determined from time to time by resolution adopted by the Board of Trustees Village of Brockport as contained in the Village of Brockport Fee Schedule.
  - (k) To pursue administrative enforcement actions and proceedings.
  - (l) In consultation with the Village of Brockport Attorney, to pursue such legal

actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and local laws or article/articles listed and/or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this chapter and local laws.

- (m) To exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this chapter.
- (2) The Code Enforcement Officer shall be employed by the Village of Brockport. The Code Enforcement Officer shall possess background experience related to building construction and fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Secretary of State.
- (3) One or more inspectors may be employed by the Village of Brockport to act under the supervision and direction of the Code Enforcement Officer to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this chapter. Each inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each inspector shall obtain certification from the Secretary of State pursuant to the Executive Law 381 Part 1208 and the regulations promulgated hereunder.

**§ 36-2. Building permits.**

- A. Building permits required. Except as otherwise provided in Subsection (B) of this section, a building permit shall be required for any work which must conform to the Uniform Code, the Energy Code and/or the Village of Brockport code(s), including but not limited to the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure, or any portion thereof, and the installation of a solid-fuel-burning heating appliance, gas appliances, chimneys or flues. No person shall commence any work for which a building permit is required without first having obtained a building permit from the Code Enforcement Officer. A specific list of building permits required is listed in the Village of Brockport Fee Schedule. Building permits shall be required for all exterior work on all properties designated as historic landmarks by the Historic Preservation Board or that are listed on the State or National Registry of Historic Places.
- B. Exemptions. No building permit shall be required for work in any of the following categories:
  - (1) Construction or installation of one-story detached structures associated with one- or two-family dwellings or townhouses which are used for tool and storage sheds, playhouses or similar uses, provided that the gross floor area does not exceed 144 square feet (13.88 square meters).
  - (2) Installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses).

- (3) Installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely aboveground.
  - (4) Installation of fences which are not part of an enclosure surrounding a swimming pool, or located in a front yard, per Chapter 6 of the Code.
  - (5) Construction of retaining walls, unless such walls support a surcharge or impound for Class I, II or IIIA liquids, as per the Uniform Code.
  - (6) Construction of temporary motion-picture, television and theater stage sets and scenery.
  - (7) Installation of window awnings supported by an exterior wall of a one- or two-family dwelling or townhouse.
  - (8) Installation of partitions or movable shelving or cases less than five feet nine inches in height.
  - (9) Painting, wallpapering, tiling, carpeting, or other similar finish work.
  - (10) Installation of generally accepted, tested or recognized and listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances.
  - (11) Replacement of any equipment, provided that the replacement does not alter the equipment's generally accepted listing or render it inconsistent with the equipment's original specifications.
  - (12) Repairs, provided that such repairs do not involve:
    - (a) The removal or cutting away of a load-bearing wall, partition, or portion thereof, or of any structural beam or load-bearing component;
    - (b) The removal or change of any required means of egress or the rearrangement of parts of a structure in a manner which affects egress;
    - (c) The enlargement, alteration, replacement or relocation of any building system; or
    - (d) The removal from service of all or part of a fire-protection system for any period of time.
- C. Exemption not deemed an authorization to perform noncompliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in Subsection B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code or the local law(s) of the Village of Brockport.
- D. Applications for building permits. Application for a building permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the permit applicant and the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit

a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code, the Energy Code and any local laws. The application shall include or be accompanied by the following information and documentation:

- (1) A description of the proposed work.
  - (2) The Tax Map number and the street address of the premises where the work is to be performed.
  - (3) The occupancy classification of any affected building or structure.
  - (4) Where applicable, a statement of special inspections in accordance with the provisions of the Uniform Code.
  - (5) At least two sets of construction documents, drawings and/or specifications which:
    - (a) Define the scope of the proposed work.
    - (b) Shall be prepared by a New York State registered architect or licensed professional engineer when cost exceeds \$20,000.00 and/or involves work affecting the structural integrity or public safety components of any portion of any buildings, as required by the New York State Education Law.
    - (c) Indicate with sufficient clarity and detail the nature and extent of the work proposed.
    - (d) Substantiate that the proposed work will comply with the Uniform Code, Energy Code and local laws.
    - (e) Where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed well or septic system, easements, rights-of-way, above-grade or below-grade utilities and drainage swales, as well as the location of the intended work and the distances between all other buildings and structures and lot lines.
- E. Construction documents. Construction documents will not be accepted as part of an application for a building permit unless they satisfy the requirements set forth in § 36-2(D)(5) of this chapter. Construction documents which are accepted as part of the application for a building permit shall be marked as accepted by the Code Enforcement Officer, and the Code Enforcement Officer shall retain one set of the accepted construction documents. Work shall not commence until and unless the Village of Brockport has issued a building permit.
- F. Issuance of building permits. An application for a building permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code, Energy Code and local laws. The Code Enforcement Officer shall issue a building permit only if the proposed work is in compliance with the applicable requirements of the Uniform Code, Energy Code and local laws.
- G. Insurance/indemnification. The building permit application, and the issuance and/or renewal thereafter of any building permit, may be conditioned upon the provision by the

owner of liability, fire and hazard insurance in amounts and with additional insured coverage naming the certificate holder as the Village and/or such indemnification as the Village of Brockport may require and workers' compensation coverage as applicable pursuant to General Municipal Law § 125. Permit holders are required to maintain applicable insurances throughout the life of the permit; the expense of such insurance and/or indemnification shall be borne by the owner. Failure of the owner to comply with this provision shall be a ground and/or basis for the denial, revocation or suspension of any building permit.

- H. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.
- I. Work to be in accordance with approved construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the building permit. The building permit shall contain such a directive. The permit holder shall immediately notify the Code Enforcement Officer of any proposed change occurring during the course of the work. The building permit also shall contain such a directive. If the Code Enforcement Officer determines that a proposed change warrants a new or amended building permit, such change shall not be made until and unless a new or amended building permit reflecting such change is issued.
- J. Time limits. A building permit or amended building permit shall become invalid unless the authorized work is commenced within six months following the date of issuance. Building permits or amended building permits shall expire 12 months after the date of issuance. Subject to approval by the Code Enforcement Officer, a building permit or amended building permit which, pursuant to this subsection, has become invalid or which has expired, may be renewed upon application by the permit holder, and payment of the applicable fee to the Village of Brockport.
- K. Revocation or suspension of building permits. If the Code Enforcement Officer determines that a building permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a building permit was issued violates the Uniform Code, Energy Code or local laws, the Code Enforcement Officer shall revoke the building permit or suspend the building permit until such time as the permit holder demonstrates that all work then completed is in compliance with all applicable provisions of the Uniform Code, Energy Code and/or local laws, and all further work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code, Energy Code and local laws.
- L. Fee(s); building permits. Initial issuance and/or renewals shall require fee payment specified in or determined in accordance with the provisions set forth as required by this chapter and shall be deposited with the Village of Brockport. Application fee(s) shall be determined by resolution adopted by the Board of Trustees as contained in the Village of Brockport Fee Schedule, which application fee(s) shall be equivalent whether for the initial issuance of building permits or for renewals thereof. Payment of fee(s) shall be required at the time of issuance of an initial building permit or renewal building permit. Fee(s) shall be determined, assessed, administered and enforced by the Code Enforcement Officer of the Village of Brockport. All fees associated with external plan review, special inspections, etc. shall be the responsibility of the applicant, and shall be paid for at the time

the building permit is issued.

- M. Liability for damages. This section shall not be construed to hold the Village of Brockport responsible for any damages to persons or property by reason of the issuance of a building permit or inspections made pursuant to a building permit or the failure to make inspections pursuant to an application for a building permit, or the issuance of or the failure to issue a building permit.

**§ 36-3. Operating permits.**

- A. Operating permits required. Operating permits shall be required for conducting the activities or using the categories of buildings listed below:
  - (1) Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Table 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4) in the publication entitled "Fire Code of New York State" and incorporated by reference in 19 NYCRR § 1225.1.
  - (2) Hazardous processes and activities, including but not limited to commercial and industrial operations which produce combustible dust as a by-product, fruit and crop ripening and waste handling.
  - (3) Use of pyrotechnic devices in assembly occupancies or locations.
  - (4) Buildings containing one or more areas of public assembly with an occupant load of 100 persons or more.
  - (5) Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined and adopted by the Board of Trustees of the Village of Brockport.
- B. Any person who proposes to undertake any activity or to operate any type of building listed in Subsection A of this section shall be required to obtain an operating permit prior to commencing or continuing such activity or operation. The eligibility of an owner for the issuance of an operating permit shall be subject to the owner being in full compliance with all applicable requirements of the Uniform Code, local laws, and the codes of the Village of Brockport, specifically, and without limitation, the Village of Brockport local laws and codes concerning certificates of occupancy, building permits and residential rental registrations.
- C. Insurance/indemnification. The classification of any property or use hereunder as requiring an operating permit, and the issuance and/or renewal thereafter of any operating permit, may be conditioned upon the provision by the owner of liability, fire and hazard insurance in amounts and with additional insured coverage naming the certificate holder as the Village, and/or such indemnification as the Village of Brockport may require, and workers'

compensation coverage as applicable pursuant to General Municipal Law § 125. Permit holders are required to maintain applicable insurances throughout the life of the permit; the expense of such insurance and/or indemnification shall be borne by the owner. Failure of the owner to comply with this provision shall be a ground and/or basis for the denial, revocation, or suspension of any operating permit.

- (1) The Code Enforcement Officer of the Village of Brockport shall classify properties in the Village as being subject to the requirements of this operating permit requirement. Each property classification under this code shall become a part of and be noted in any other permit or registration required for the property, as for example, on certificates of occupancy, on building permits, and on residential rental registrations. The applicant/owner shall be responsible for the expense of any professional or expert testing of the property for its anticipated use, occupancy, or operation as the Code Enforcement Officer deems necessary (in his or her sole discretion) to classify the property as being subject to, or exempt from, the requirements of this code.

D. Applications for operating permits. An application for an operating permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include all information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code, Energy Code and/or local laws. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or who is/are otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

- (1) In any circumstance in which more than one activity listed in Subsection A of this section is to be conducted at a location, the Code Enforcement Officer may require a separate operating permit for each such activity, or the Code Enforcement Officer may, in his or her sole discretion, issue a single operating permit to apply to all such activities.
- (2) Duration of operating permits. Except as otherwise provided in the Village of Brockport Fee Schedule, operating permits shall be issued for one year in the case of any operating permit issued for a permanent use, or for such lesser time periods for the occupancy, use, or operation of a property deemed by the Code Enforcement Officer to be of a temporary nature, consistent with local conditions. The effective period of the operating permit shall be specified in the operating permit. Operating permits are renewable at the expiration of each permit period noted on the permit. It is the obligation of the owner to order a compliance inspection for the renewal of the operating permit at least 60 days prior to the expiration of the operating permit. Failure of the owner to do so shall be deemed a violation of this chapter and may subject the owner to the imposition of fines and penalties as are stated in this chapter or elsewhere and to general jurisdiction fines and penalties as are stated in the Code of the Village of Brockport. The failure of an owner to comply with the operating permit requirements of this chapter may subject the owner to the issuance by the Code Enforcement Officer of a temporary or permanent cease-and-desist order and/or a stop-work order or an order to vacate and discontinue the use of the property unless

or until it again comes into compliance with the requirements of this chapter.

- (3) The Code Enforcement Officer (or his/her authorized inspector) shall inspect the subject premises prior to the issuance of an operating permit. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his authorized inspector) for proper enforcement of this provision, the Code Enforcement Officer (or his authorized inspector, as the case may be) shall be authorized to apply for a search warrant pursuant to § 36-10 (A)(2) of this chapter and such other legal requirements as may apply, to permit such inspection(s).
  - (4) Revocation or suspension of operating permits. If the Code Enforcement Officer determines that any activity or building for which an operating permit was issued does not comply with any applicable provision of the Uniform Code, Energy Code or any other state or local law that may apply (including, without limitation, certificate of occupancy/certificate of compliance requirements, building permit requirements, and residential rental registration requirements), such operating permit shall be revoked or suspended.
- E. Fee(s); operating permits. Initial issuance and/or renewals shall require fee payment specified in or determined in accordance with the provisions set forth as required by this chapter and shall be deposited with the Village of Brockport. Application fee(s) shall be determined by resolution adopted by the Board of Trustees as contained in the Village of Brockport Fee Schedule, which application fee(s) shall be equivalent whether for the initial issuance of operating permits or for renewals thereof. Payment of fee(s) shall be required at the time of filing of an application for an operating permit, or for renewal of an operating permit. Fee(s) shall be determined, assessed, administered and enforced by the Code Enforcement Officer of the Village of Brockport.

**§ 36-4. Registration of residential rental properties.**

- A. Owners are required to register with the Code Enforcement Officer each rental building contained on each of their residential rental properties as defined in § 36-1(C) above, on an annual basis
- B. For purposes of registration, including renewals, owners of residential rental properties located within the Village shall complete and sign a rental registration application provided by the Code Enforcement Officer, which shall state and provide the following information:
  - (1) The name, physical address, telephone number(s), and email address of each owner, or principal of each owner. Post Office Boxes shall not be accepted as physical addresses.
  - (2) The address of each residential rental property (including boardinghouses and rooming houses), the number of dwelling units contained within each residential rental property, the number of tenants, and any other pertinent data sought by the Code Enforcement Officer.
  - (3) The name(s), physical address, telephone number(s) and email address(es) of any local property manager(s) or agent(s) on behalf of the property owner(s), which shall

be required in all cases where no property owner physically resides within 50 miles of the Village. Post Office Boxes shall not be accepted as physical addresses.

- C. The rental registration application shall indicate an address for receipt of notices by mailing for purposes of this code and any other applicable laws or regulations.
- D. In the event that changing circumstances would render the information in the rental registration inaccurate, the owner shall be responsible for updating such information within a period of 90 days.
- E. The Code Enforcement Officer (or his authorized inspector) shall conduct such inspections as may be necessary to verify compliance with the provisions the Uniform Code, Energy Code, or any other local, regional, state or federal laws, rules or regulations that may apply, including the rules of this section. The Code Enforcement Officer (or his authorized inspector) shall have 30 days after the filing of a rental registration application in which to schedule the first such compliance inspection in order to verify the correctness of the information stated in the application. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his authorized inspector) for proper enforcement of this provision, the Code Enforcement Officer (or his authorized inspector, as the case may be) shall be authorized to apply for a search warrant pursuant to § 36-10-A(2) of this chapter, along with such other legal requirements as may apply, to permit such inspection(s). If the Code Enforcement Officer finds a discrepancy in the classification of the property, the Code Enforcement Officer shall issue a notice to the owner advising of the actual classification of the property.
- F. Fee(s); rental registrations. New registrations and registration renewals shall require payment of a fee which shall be determined by resolution of the Board of Trustees and contained in the Village of Brockport Fee Schedule. Payment of the fee shall be required at the time of filing of an application for a rental registration or registration renewal. Fees shall be assessed, administered and enforced by the Code Enforcement Officer of the Village of Brockport.

**§ 36-5. Certificates of occupancy/certificates of compliance.**

- A. Certificates of occupancy/certificates of compliance required. A certificate of occupancy/certificate of compliance shall be required for any work which is the subject of a building permit and for all structures, buildings, or portions thereof, and accessory structures and equipment thereof, which are constructed, converted from one use or occupancy classification or sub-classification to another, or have equipment installation or structural alterations. Permission to use or occupy or put into service a building, structure, or portion thereof, or equipment, for which a building permit was previously issued shall be granted only by issuance of a certificate of occupancy/certificate of compliance. No building or portion thereof shall be occupied without a valid certificate of occupancy.
- B. Certificates of occupancy/certificates of compliance for residential rental property will expire upon the sale or transfer of title to the premises, unless the certificate of occupancy/certificate of compliance has been issued no earlier than 60 days prior to transfer of title to the new owner. If a property is occupied at the time of title transfer and

the certificate of occupancy/certificate of compliance will expire with the transfer, the new owner must, within 10 days, apply for a new certificate of occupancy/certificate of compliance in order to avoid vacating the property.

- C. Any building or structure which has been vacant or which has had utilities disconnected in excess of 9 consecutive months shall also require a new certificate of occupancy/certificate of compliance, and otherwise may not be used for any purpose.
- D. Issuance of certificates of occupancy/certificates of compliance. The Code Enforcement Officer shall issue a certificate of occupancy/certificate of compliance if the work which was the subject of a building permit was completed in accordance with all applicable provisions of the Uniform Code, Energy Code and local laws, if applicable, and that the structure, building or portion thereof that was constructed, or was converted from one use or occupancy classification or sub-classification, or had equipment installation or structural alterations, complies with all applicable provisions of the Uniform Code, Energy Code and local laws. For purposes of § 36-5(B) of this chapter, the Code Enforcement Officer shall issue a current certificate of occupancy if the residential rental property, in its entirety, substantially conforms to the requirements of this Code, the Uniform Code, if applicable, and all other applicable laws, ordinances or rules. The Code Enforcement Officer (or his/her authorized inspector) is authorized to inspect the building, structure or work prior to the issuance of a certificate of occupancy/certificate of compliance. In addition, where applicable, documents or inspection(s) reports substantiating compliance can be prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or are otherwise acceptable to the Code Enforcement Officer, and such documents or inspection report(s) will be at the expense of the permit holder or applicant prior to issuance of the certificate of occupancy/certificate of compliance.
- E. Contents of certificates of occupancy/certificates of compliance. A certificate of occupancy/certificate of compliance shall contain the following information:
  - (1) A written statement of structural observations and/or a final report of special inspections.
  - (2) Flood hazard certifications.
  - (3) The building permit number, if any.
  - (4) The date of issuance of the building permit, if any.
  - (5) The name, address and Tax Map number of the property.
  - (6) If the certificate of occupancy is not applicable to an entire structure, a description of that portion of the structure for which the certificate of occupancy is issued.
  - (7) The use and occupancy classification of the structure.
  - (8) The type of construction of the structure.
  - (9) The assembly occupant load of the structure, if any.
  - (10) If an automatic fire sprinkler, fire-suppression system/systems or fire alarm/alarms are provided, a notation as to whether the automatic fire sprinklers and fire-

suppression system/systems or fire alarm/alarms are required.

- (11) Any special conditions imposed in connection with the issuance of the building permit.
  - (12) The signature of the Code Enforcement Officer issuing the certificate of occupancy and the date of issuance.
- F. Whenever violations of the Housing and Buildings Codes, or Chapter 58 of the Code, or any other applicable law, ordinance or rule are discovered, and those violations are such that the dwelling and/or any dwelling unit thereof is deemed a structure unfit for human habitation pursuant to § 36-15 of this chapter, the existing certificate of occupancy shall become null and void. In that case, the Code Enforcement Officer shall notify the registered owner(s) that the continued occupancy or use of the building is forbidden unless a conditional certificate of occupancy can be obtained as provided in § 36-7(B) of this chapter.
- G. Notwithstanding the existence of a valid certificate of occupancy/certificate of compliance, the Code Enforcement Officer may cause the subject building to be inspected as often as may be necessary for the purpose of ascertaining and causing to be corrected any violations of the provisions of the laws, ordinances or rules which are enforced hereunder. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his/her authorized inspector) for the proper enforcement of this provision, the Code Enforcement Officer (or his/her authorized inspector as the case may be) shall be authorized to apply for a search warrant pursuant to § 36-10 (A)(2) and such other legal requirements as may apply, to permit such inspection(s).
- H. Revocation or suspension of certificates of occupancy/certificates of compliance. If the Code Enforcement Officer determines that a certificate of occupancy/certificate of compliance was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate of occupancy/certificate of compliance.
- I. Fee(s); certificates of occupancy/certificates of compliance. Initial issuance shall require fee payment specified in or determined in accordance with the provisions set forth as required by this chapter and shall be deposited with the Village of Brockport. Application fee(s) shall be determined by resolution adopted by the Board of Trustees as contained in the Village of Brockport Fee Schedule. Payment of fee(s) shall be required at the time of filing of an application for a certificate of occupancy/certificate of compliance, and any assessed re-inspection fees shall thereafter be paid prior to issuance of the certificate of occupancy/certificate of compliance. Fee(s) shall be assessed, administered and enforced by the Code Enforcement Officer of the Village of Brockport.
- J. Liability for damages. This section shall not be construed to hold the Village of Brockport responsible for any damages to persons or property by reason of inspections made pursuant to an application for a certificate of occupancy/certificate of compliance, or the failure to

make inspections pursuant to an application for a certificate of occupancy/certificate of compliance, or the issuance of or the failure to issue a certificate of occupancy/certificate of compliance.

**§ 36-6. Residential rental property renewals of certificates of occupancy.**

- A. Where no changes of occupancy or use have occurred, and where there is full compliance with the applicable provisions of § 36-4 of this chapter, regarding the required registration of residential rental properties, as well as full compliance with the laws, ordinances and rules specified in the certificate of occupancy and any other applicable laws, ordinances or rules, a certificate of occupancy for a residential rental property shall be issued and shall remain valid for a period of three years. For purposes of renewal, no later than 30 days prior to the expiration of a certificate of occupancy, it shall be the obligation of the owner to notify the Code Enforcement Officer in order to cause a new certificate of occupancy to be issued for the residential rental property for which the existing certificate of occupancy will expire. The Code Enforcement Officer (or his/her authorized inspector) shall then make an inspection of the dwelling for which the certificate of occupancy application is made. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his/her authorized inspector) for proper enforcement of this provision, the Code Enforcement Officer (or his/her authorized inspector, as the case may be) shall be authorized to apply for a search warrant pursuant to § 36-10 (A)(2) of this chapter and such other legal requirements as may apply to permit such inspection(s).
- B. Fees; Fees for certificates of occupancy shall be set periodically by the Board of Trustees of the Village.
- C. Liability for damages. This section shall not be construed to hold the Village of Brockport responsible for any damages to persons or property by reason of inspections made pursuant to an application for a renewed certificate of occupancy, or the failure to make inspections pursuant to an application for a renewed certificate of occupancy, or the issuance of or the failure to issue a renewed certificate of occupancy.

**§ 36-7. Conditional certificates of occupancy.**

- A. The Code Enforcement Officer shall be permitted to issue a conditional certificate of occupancy allowing the temporary occupancy of a building or structure, or portion(s) thereof, prior to the completion of all the work which is the subject of a building permit. However, in no event shall the Code Enforcement Officer issue a conditional certificate of occupancy unless the Code Enforcement Officer determines:

- (1) That the subject building or structure is in compliance with Chapter 58 of the Code, or otherwise that applications for any necessary approvals have been filed with the Village;
  - (2) That the subject building or structure, or designated portion(s) thereof, may be occupied safely;
  - (3) That any required fire, smoke-detection, carbon monoxide and/or fire-protection equipment has been installed and is operational;
  - (4) That any required means of ingress and egress from the subject building or structure have been provided.
- B. If a conditional certificate of occupancy is issued, it shall state the specific work remaining to be done in connection with the building permit issued for the subject building or structure in order to bring the subject building or structure into full compliance with all applicable provisions of the Uniform Code, Energy Code, and/or local law(s), as well as the date by which the indicated work is required to be completed, as determined by the Code Enforcement Officer, but which in no event shall exceed six months from the issuance date of the conditional certificate of occupancy.
- C. Liability for damages. This section shall not be construed to hold the Village of Brockport responsible for any damages to persons or property by reason of inspections made or the failure to make inspections pursuant to the issuance of a conditional certificate of occupancy, or the issuance of or the failure to issue a conditional certificate of occupancy.

**§ 36-8. Certificate of occupancy/certificate of compliance issuance and filing.**

- A. Assuming all required conditions are satisfied in connection with any building permit issued for the subject building or structure, and otherwise that there is no existing violation of any applicable laws, ordinances or rules, a certificate of occupancy or certificate of compliance shall be issued within 10 days after written application thereof, or in the alternative a conditional certificate of occupancy if authorized pursuant to § 36-7 of this chapter.
- B. A record of all certificates of occupancy, certificates of compliance, and conditional certificates of occupancy, and their status, shall be kept in the office of the Code Enforcement Officer.
- C. Change of use or occupancy. No change of use or occupancy shall be made to a building or structure if it would result in any change in classification under the Uniform Code, this chapter, Chapter 58 of the Code, or any other applicable law, ordinance or rule, unless it is found by the Code Enforcement Officer to comply therewith, and the subject building or structure shall not be occupied until a new certificate of occupancy, as applicable, is issued.

**§ 36-9. Responsible parties.**

- A. The owner of a property is the party deemed responsible for compliance with the legal requirements of this chapter. Owners are persons with record title of property by conveyance deed, gift, devise, court order, or otherwise (including, but not limited to, by unrecorded instruments of conveyance or transfer, installment lease purchase option

agreements, installment land contracts, and wrap-around contracts with deed transfer upon fulfillment of conditions stated), or any other person in actual possession of or otherwise having charge, care or control of the property including but not limited to as executor, administrator, trustee, guardian, heir or distributee, and/or their guests(s) or agent(s). A "person" is defined, for purposes of this section, to include living persons or entities with the jural identity of a person, i.e., corporations, partnerships, LLCs, etc.

**§ 36-10. Inspections.**

- A. The Code Enforcement Officer (or his authorized inspector) shall be responsible to make or cause to be made property inspection(s) to determine the conditions of buildings and dwellings, including multiple dwellings, dwelling units, rooming houses, boardinghouses, rooming units and premises in order to safeguard the safety, health and welfare of the public under the provisions of this code. For that purpose, the Code Enforcement Officer (or his authorized inspector) is authorized to enter any dwelling, building, dwelling unit, multiple dwelling, rooming house or premises at any reasonable time for the purpose of performing his duties under this chapter. The owner, operator or occupant of every dwelling, building, multiple dwelling, dwelling unit or rooming unit, or the person in charge thereof, shall give the Code Enforcement Officer free access thereto and to all parts of the premises on which it is located at all reasonable times for the purpose of performing his duties under this chapter. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his authorized inspector) for proper enforcement of this provision, the Code Enforcement Officer (or his authorized inspector) shall be authorized to apply for a search warrant (pursuant to § 36-10(A)(2) of this chapter and such other legal requirements as may apply) to permit such inspection(s).
- (1) Access by owner or operator. Every occupant of a dwelling unit or rooming unit shall give the owner or operator thereof, or his agent or employee, access to any part of such dwelling unit, rooming unit or its premises at all reasonable times for the purpose of making such inspections, maintenance, repairs or alterations as are necessary to comply with the provisions of this code.
  - (2) Application for search warrant. If, in the opinion of the Code Enforcement Officer (or his authorized inspector), he has been unreasonably or unlawfully refused entry into the premises and/or property for purposes of conducting necessary property inspection(s), he shall apply forthwith for a search warrant, said application to be brought before a Town Justice of the Town of Sweden Justice Court or any other court of competent jurisdiction. Upon issuance of any such search warrant by the Town of Sweden Justice Court and/or other court of competent jurisdiction, the Code Enforcement Officer (or his authorized inspector) shall conduct the inspection pursuant to the provisions of Criminal Procedure Law §§690 et seq.
  - (3) Coordination of enforcement. Property inspections and the issuing of orders in connection therewith pursuant to the provisions of this chapter shall be the exclusive responsibility of the Code Enforcement Officer. Wherever, in the opinion of the Code Enforcement Officer, it is necessary or desirable to have inspections of any condition by any other department of the Village, the Code Enforcement Officer shall

arrange for this to be done in such manner that the owners or occupants of buildings shall not be unnecessarily subjected to multiple inspections or conflicting orders.

- B. Administrative liability. Except as may otherwise be provided by statute, local law or ordinance, no officer, agent or employee of the municipality charged with the enforcement of the Housing and Buildings Code shall render himself personally liable for any resulting damage that may occur to persons or property as a result of any act required or permitted in the discharge of his duties under this chapter. No person who institutes or assists in the prosecution of a criminal proceeding under this chapter shall be liable for any resulting damage unless he/she acted with actual malice and without reasonable grounds for believing that the person accused or prosecuted was guilty of an unlawful act or omission. Any suit brought against any Mayor, Trustee(s) of the Village of Brockport, officer, agent or employee of the municipality as a result of any act required or permitted in the discharge of his/her duties under this chapter shall be defended by the legal representative of the municipality at no cost to the Mayor, Trustee(s) of the Village of Brockport, officer, agent or employee of the municipality, until the final determination of the proceedings therein.

**§ 36-11. Construction inspections.**

- A. Work where a building permit has been issued shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer (or his authorized inspector). The permit holder shall notify the Code Enforcement Officer (or his authorized inspector) when any element of work described in Subsection B of this section is completed and ready for inspection. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his authorized inspector) for proper enforcement of this provision, the Code Enforcement Officer (or his authorized inspector as the case may be) shall be authorized to apply for a search warrant pursuant to § 36-10(A)(2) of this chapter and such other legal requirements as may apply to permit such inspection(s).
- B. Elements of work to be inspected. In connection with the issuance of a building permit, the following elements of work shall be subject to inspection by the Code Enforcement Officer (or his authorized inspector), without limitation, and as deemed necessary by the Code Enforcement Officer:
  - (1) Pre-construction worksite.
  - (2) Footing and foundation.
  - (3) Sanitary/storm laterals and water services.
  - (4) Structural framing assemblies.
  - (5) Building systems, including underground and rough-in.
  - (6) Fire-resistant construction.
  - (7) Fire-resistant penetrations.
  - (8) Electrical rough-in.

- (9) Fire-suppression and fire alarm systems installations and tests.
  - (10) Solid-fuel-burning heating appliances, gas appliances, chimneys, flues or gas vents.
  - (11) Energy Code compliance.
  - (12) Final inspection after all work authorized by the building permit has been completed.
- C. Construction inspection results. Upon inspection, the holder of the building permit, or an authorized agent, shall be notified of the work or portion of work which has been satisfactorily completed, or otherwise notified regarding any non-compliant work under the Uniform Code, Energy Code or local law(s). Any designated non-compliant work shall remain fully exposed and accessible until such time as found to be satisfactorily completed by the Code Enforcement Officer (or his authorized inspector), after re-inspection.
- D. Liability for damages. This section shall not be construed to hold the Village of Brockport responsible for any damages to persons or property by reason of construction inspections made pursuant to an application for a building permit, certificate of occupancy or certificate of compliance or the failure to make construction inspections pursuant to an application for a building permit, certificate of occupancy, certificate of compliance or the issuance of or the failure to issue a building permit, certificate of occupancy, or certificate of compliance as a result of making construction inspections.

**§ 36-12. Fire safety and property maintenance inspections.**

- A. Inspections required. The Code Enforcement Officer (or his authorized inspector) shall perform fire safety and property maintenance inspections of buildings and structures at the following intervals:
- (1) Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly that contains one or more areas of public assembly with an occupant load of 100 persons or more, shall be performed at least once annually as provided by § 36-3 of this chapter.
  - (2) Fire safety and property maintenance inspections of buildings or structures being occupied as health-care, private schools and day cares, shall be performed at least once annually.
  - (3) Fire safety and property maintenance inspections of all residential rental one- and two-family dwellings, multiple dwellings, boardinghouses, furnished-room houses, rooming houses, tourist homes, apartment houses, group homes or any other type of residential rental property, shall be performed at least once every three years.
  - (4) Fire safety and property maintenance inspections of all non-residential buildings and structures not included in subsections (A)(1) and (A)(2) above, shall be performed at least once every three years.
- B. Inspections permitted. In addition to the inspections required by this section, fire safety and property maintenance inspections of any building or structure may also be performed by the Code Enforcement Officer (or his authorized inspector) at any time upon:

- (1) The request and/or consent of the owner of the building or structure to be inspected or an authorized agent of such owner;
- (2) Receipt by the Code Enforcement Officer of a complaint statement alleging the existence of conditions or activities with respect to a building or structure which fail to comply with the Uniform Code, Energy Code or local laws; or
- (3) Receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, which gives rise to a cause to believe that there exist conditions or activities with respect to a building or structure which fail to comply with the Uniform Code, Energy Code or local laws; provided, however, that nothing in this subsection shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his authorized inspector) for proper enforcement of this provision, the Code Enforcement Officer (or his authorized inspector, as the case may be) shall be authorized to apply for a search warrant pursuant to § 36-10(A)(2) of this chapter and such other legal requirements as may apply to permit such inspection(s).

C. Liability for damages. This section shall not be construed to hold the Village of Brockport responsible for any damages to persons or property by reason of fire safety and property maintenance inspections or the failure to make or to cause to made any such fire safety and property maintenance inspections.

**§ 36-13. Complaints.**

A. The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, local law(s), or any other rule, regulation or ordinance. The process for responding to a complaint shall include the following steps as the Code Enforcement Officer, at his discretion, may deem to be appropriate:

- (1) Performing an inspection of the conditions and/or activities alleged to be in violation and documenting the results of such inspection. Should an owner (and/or agent, employee, authorized representative, or operator) decline consent to inspection(s) believed to be necessary by the Code Enforcement Officer (or his authorized inspector) for proper enforcement of this provision, the Code Enforcement Officer (or his authorized inspector, as the case may be) shall be authorized to apply for a search warrant pursuant to § 36-10(A)(2) of this chapter and such other legal requirements as may apply to permit such inspection(s).
- (2) If a violation is found to exist, providing the owner of the affected property, and any other person(s) who may be responsible for the violation, with notice of the violation and an opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described by this chapter.
- (3) If appropriate, issuing a stop-work order, pursuant to § 36-14 of this chapter, and/or

issuing a red tag/placard, pursuant to § 36-15 of this chapter.

- (4) If a violation which was found to exist is subsequently indicated to have been abated or corrected, performing a confirmatory inspection to ensure the remediation of the violation and, if remediation is confirmed, preparing and filing a final written report reflecting the remediation of the violation.

**§ 36-14. Stop-work orders.**

- A. Authority to issue. The Code Enforcement Officer (or his authorized inspector) is authorized to issue stop-work orders pursuant to this section. The Code Enforcement Officer (or his authorized inspector) shall issue a stop-work order to halt:
  - (1) Work that is determined by the Code Enforcement Officer (or his authorized inspector) to be contrary to applicable provisions of the Uniform Code, Energy Code or local laws, without regard to whether or not any building permit or approval was issued, or required to be issued, for the work to be completed;
  - (2) Work that is determined by the Code Enforcement Officer (or his authorized inspector) to be conducted in a dangerous or unsafe manner, without regard to whether or not a building permit or approval was issued, or required to be issued, for the work to be completed; or
  - (3) Work that is being performed without a building permit or approval, if a building permit or approval is required, or work that is being performed under a building permit or approval which has become invalid, has expired, or has been suspended or revoked.
- B. Content of stop-work orders. Stop-work orders shall:
  - (1) Be in writing;
  - (2) Be dated and signed by the Code Enforcement Officer (or his authorized inspector);
  - (3) State the reason(s) for issuance; and
  - (4) If applicable, state the condition(s) which must be satisfied before work will be permitted to resume.
- C. Service of stop-work orders. The Code Enforcement Officer (or his authorized inspector) shall cause a copy of the stop-work order to be served on the owner of the affected property and, if different, also to be served on the holder of the building permit or approval, which is to be served personally or by registered mail/certified mail. The Code Enforcement Officer (or his authorized inspector) shall be permitted, but not required, to cause a copy of the stop-work order to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in the work affected by the stop-work order, which may be served in any manner. Failure to serve this copy shall in no event affect the validity of the stop work order. In all cases, the Code Enforcement Officer (or his authorized inspector) shall also cause a copy of the stop-work order to be posted on the noncompliant building or other structure, equipment or land.

- D. Effect of stop-work order. Upon the issuance of a stop-work order, the owner of the affected property, the permit holder, if different, and any other person performing, taking part in or assisting in the work being performed, shall immediately cease all work which is the subject of the stop-work order.
- E. Remedy not exclusive. The issuance of a stop-work order shall not be the exclusive remedy available to address the events described in subsection (A) of this section, and in no event shall limit the ability and authority of the Code Enforcement Officer (or his authorized inspector) to pursue any other remedy or penalty pursuant to this chapter or under any other applicable state or local law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a stop-work order.

**§ 36-15. Structures unfit for human habitation (red tag/placard).**

A. Whenever the Code Enforcement Officer (or his authorized inspector) finds that any building, dwelling, multiple dwelling, dwelling unit, or any other structure or premises is potentially unsafe and/or constitutes a potential hazard to the safety, health or welfare of the occupants or to the public because it is significantly in disrepair, damaged, or unsanitary, or because it lacks necessary sanitary facilities or equipment, or otherwise because it fails to comply with the minimum provisions of this chapter, the Uniform Code, or other applicable state or local law, but has not yet reached such state of disrepair as to be condemned as an unsafe building pursuant to the provisions of Article II of this chapter, the Code Enforcement Officer (or his authorized inspector) may declare such building, dwelling, multiple dwelling, dwelling unit, structure or premises unfit for human habitation and thus order it to be vacated by all occupants thereof pending the appropriate remediation.

B. Any building, dwelling, multiple dwelling, dwelling unit, or other structure or premises which is declared unfit for human habitation shall be posted with a red tag/placard by the Code Enforcement Officer (or his authorized inspector). The red tag/placard shall include the following:

- (1) The name of the Village.
- (2) The name of the Code Enforcement Officer (or his authorized inspector) issuing the red tag/placard.
- (3) The section of this chapter under which the red tag/placard is issued.
- (4) If not directed by the Code Enforcement Officer (or his authorized inspector) to be vacated immediately, the date by which the dwelling, building, multiple dwelling or structure, or premises must be vacated.
- (5) Unless all entry is forbidden by the Code Enforcement Officer (or his authorized inspector), an order that the building, dwelling, multiple dwelling, dwelling unit, or other structure or premises must not be occupied until the red tag/placard is removed from the subject property by the Code Enforcement Officer (or his authorized inspector).
- (6) The date that the red tag/placard is posted.
- (7) A statement that it constitutes a violation of law under this chapter for any such red

tag/placard to be defaced or removed by other than the Code Enforcement Officer (or his authorized inspector).

- C. Notice to owner. Whenever the Code Enforcement Officer (or his authorized inspector) has declared a building, dwelling, multiple dwelling, dwelling unit, or other structure or premises unfit for human habitation, the Code Enforcement Officer shall provide separate notice of such declaration to the owner thereof. Such notice shall:
- (1) Be in writing.
  - (2) Include a description of the real estate sufficient for identification.
  - (3) Include a statement of the reason or reasons why it is being issued.
  - (4) State the required remedies to correct the deficient property conditions.
  - (5) If the property is not already vacant, state that all occupants must vacate immediately, or by a date specified, and that the property must remain vacant until appropriately remediated.
- D. Service of notice to owner. Notice of the declaration of a structure as unfit for human habitation shall be served upon the property owner in the same manner as provided in § 36-27(D) of this chapter. When the existing property conditions require the removal or demolition of the building, the Code Enforcement Officer (or his authorized inspector) shall have authority for emergency measures as provided in Article II of this chapter pertaining to unsafe buildings.
- E. Removal of red tag/placard. No person other than the Code Enforcement Officer (or his authorized inspector) shall deface or remove a red tag/placard from any building, dwelling, multiple dwelling, dwelling unit, or other structure or premises which has been declared unfit for human habitation.
- F. Vacating of structures declared unfit for human habitation. A building, dwelling, multiple dwelling, dwelling unit, or other structure or premises which has been declared unfit for human habitation by the Code Enforcement Officer (or his authorized inspector) shall be vacated immediately, or alternately by a date listed on the placard. It shall be unlawful for any person to occupy, and ~~or~~ for any owner or operator to permit to be occupied, any building, dwelling, multiple dwelling, dwelling unit, or other structure or premises, which has been declared as unfit for human habitation, after the red tag/placard is posted or after the vacate date on the placard.
- G. Occupancy of building. No building, dwelling, multiple dwelling, dwelling unit, or other structure or premises which has been declared unfit for human habitation shall again be used for human habitation until so approved by the Code Enforcement Officer (or his authorized inspector). The Code Enforcement Officer (or his authorized inspector) shall remove the red tag/placard only when the indicated defect(s) have been appropriately remediated, or as otherwise may be required by judicial proceedings.

## ARTICLE II

## **Unsafe Buildings**

### **§ 36-16. Unsafe buildings.**

- A. The purpose of this article is to promote, protect and preserve the safety, health, welfare and property of residents and owners of property within the Village of Brockport, by providing an ordinance for the removal or repair of unsafe buildings therein that, from any cause, may now be or shall hereafter become dangerous, unsafe or a public nuisance or fire hazard.
- B. Unsafe buildings; repair or demolition and removal. The owner of any building or structure, with owner as defined in § 36-9 of this chapter, shall at all times maintain and keep the same in good repair, and in a healthy, safe, secure and usable condition. If a building or structure, or any portion thereof, is in such state of disrepair as to constitute an unsafe building, as defined in subsection (C) below, it shall be repaired and made safe, healthy, secure and usable by the owner thereof, or otherwise be demolished and removed.
- C. Unsafe buildings; definition. An unsafe building is any structure or edifice or portion thereof where:
  - (1) The walls are in poor structural condition, the floors are overloaded or there are other major structural defects, including significant exterior deterioration; or
  - (2) There is a lack of safeguards against fire or the structure is so poorly maintained as to constitute a fire hazard; or
  - (3) It is open and/or unsecured at the doorways, windows or walls, permitting unauthorized access and entry; or
  - (4) It is or may become a place of rodent infestation; or
  - (5) There is debris, rubble or parts of buildings or structures left after demolition, reconstruction, fire or other casualty or occurrence; or
  - (6) There are substantial and significant violations of the Uniform Code or any other state or local codes, which violations constitute a danger to the health, safety and general welfare of the public; or
  - (7) There presents any other danger to the health, safety and general welfare of the public.

### **§ 36-17. Investigation and report.**

When, in the opinion of the Code Enforcement Officer, a building or structure is determined to be dangerous or unsafe to the health, safety and general welfare of the public and an unsafe building, pursuant to this article, the Code Enforcement Officer shall make a formal inspection thereof and report his findings and recommendations in writing to the Village Board with regard to the repair or demolition and removal of said building or structure.

### **§ 36-18. Order to repair or demolish and remove; hearing to be scheduled.**

The Village Board shall thereupon consider said written report from the Code Enforcement Officer, and if it finds that said building or structure is dangerous and unsafe to the public, it shall, by resolution, order the repair of said building or structure if it can be safely repaired, and if not, then its demolition and removal, and shall further order that a hearing be held before the Village Board at a time and place therein specified and on at least 10 days' notice to the owner of said building or structure and owner of the land upon which said building or structure is situated, with owner as defined in § 36-9 of this chapter, as well any tenant or occupant of said building or structure or of the land upon which it is situated, or any other identified persons having an interest therein, to determine whether said order to repair or remove shall be affirmed or modified or vacated, and in the event of affirmance or modification, to assess all costs and expenses incurred by the Village of Brockport in connection with the repair or removal of such building or structure, pursuant to § 36-23 below, against the land upon which it is situated.,

**§ 36-19. Contents of notice to repair or demolish; alternatively repair or demolition by the Village.**

- A. Contents of notice to repair or demolish to include as follows:
- (1) The name of the owner of the building or structure, and if different the name of the owner of the land upon which said building or structure is situated, as appears from the tax and/or deed records; and
  - (2) A brief description of the subject premises and its location; and
  - (3) A description of the building or structure, and a statement identifying the defects that make it an unsafe building; and
  - (4) An order requiring the building or structure to be made safe and secure or be demolished and removed; and
  - (5) The time and place of the hearing to be held before the Village Board, at which hearing the owner, occupant or other interested person may contest the order and findings of the Village Board.
- B. The securing or removal of said unsafe building or structure should commence within a specified number of days of the service of the notice to repair or demolish and shall be completed within a specified number of days thereafter.
- C. In the event that the owner, occupant or other interested person fails to contest such order and fails to comply with the same, the Village Board will order the repair or the demolition and removal of such unsafe building or structure by the Village, and the Village will assess all costs and expenses incurred in such repair or demolition and removal against the land upon which such building or structure is located.
- D. If an unsafe building, under this article, is made safe and secure by the boarding up thereof, the material used shall be approved in advance, and further shall be painted, as

near as practicable, the same color as the building.

**§ 36-20. Service and filing of notice to repair or demolish.**

- A. A copy of said notice to repair or demolish shall be personally served upon the owner, as defined in § 36-9 of this chapter, or upon one of the owner's executors, legal representatives, agents, lessees or other person or entity having a vested or contingent interest in the premises as shown from the tax and/or deed records or from the records of the Monroe County Clerk's Office.
- B. If no such person can be reasonably found for personal service, then a copy of said notice to repair or demolish shall be mailed to such person by registered mail addressed to his/her last known address and by personally serving a copy of said notice to repair or demolish upon person(s), if any, occupying said premises, and by also securely and visibly posting a copy of said notice to repair or demolish upon said building.
- C. A copy of said notice to repair or demolish shall be filed in the Monroe County Clerk's Office, which shall be filed in the same manner as a notice of pendency pursuant to Article 65 of the Civil Practice Law and Rules (CPLR) and shall have the same effect as a notice of pendency as therein provided. A notice to repair or demolish which is so filed shall be effective for a period of one year from the date of filing, subject to being vacated upon order of a judge or justice of a court of record, or upon the written consent of the Village Attorney of the Village of Brockport. Upon the presentation and filing of a certified copy of such order or such consent, the Monroe County Clerk's Office shall mark such notice to repair or demolish and any record or docket thereof as cancelled of record.

**§ 36-21. Hearing.**

- A. The Village Board shall conduct the public hearing at the time and place specified in the notice to repair or demolish. It may adjourn the hearing from time to time until all interested parties are heard and until the hearing is completed. At the conclusion of the hearing, the Village Board shall determine by resolution to revoke the order to repair or remove, modify said order to repair or remove, or continue and affirm said order to repair or remove, and in the event of modification or affirmance, direct the owner or other interested person(s) to complete the necessary work within the time specified in the order to repair or remove or such other time as shall be determined by the Village Board.

**§ 36-22. Failure to comply.**

In the event of the refusal, failure or neglect of the owner or other interested person(s) so notified to comply with said order to repair or remove within the specified time, and after the public hearing, the Village Board shall order that such building be made safe and secure or demolished

and removed, either by employees of the Village or by independent contractors. The Village reserves the right to proceed with competitive bidding for an award of a contract for repair or demolition after its determination of the potential cost and taking into consideration whether emergency action is required.

**§ 36-23. Assessment of costs and expenses.**

All costs and expenses incurred by the Village in connection with the proceedings set forth in this article, including the actual costs for making safe and securing or demolishing and removing the unsafe building, and also including any attorney fees incurred for the enforcement of this article, shall be assessed against the land on which the unsafe building was or is located, and shall be included in the tax levy and collected against said parcel of land, or alternatively may be collected in the same manner as provided in General Municipal Law § 78-b.

**§ 36-24. Emergency situations.**

Where it reasonably appears that there is a clear and imminent danger to the life, safety or health of any person or property unless an unsafe building is immediately repaired and secured or demolished and removed, the Village Board may by resolution authorize the Code Enforcement Officer to cause the repair or demolition of such unsafe building immediately, with the assessment of all attendant costs and expenses pursuant to § 36-23 of this chapter.

**§ 36-25. Application for court order.**

The Village Board, in its discretion, may elect to apply to the Supreme Court of the State of New York for an order directing that an unsafe building be repaired and secured or demolished and removed.

ARTICLE III  
**Administration**

**§ 36-26. Enforcement.**

Except as otherwise authorized, the Code Enforcement Officer of the Village of Brockport, and his authorized inspector(s), is/are the official(s) charged with enforcing the provisions of this chapter by notice, ticketing, etc., or by such other enforcement procedures, means and methods as set forth in the chapter or otherwise permitted by law.

**§ 36-27. Notice of violation; compliance orders; appearance tickets; penalties for offenses.**

- A. Notice of violation. When the Village of Brockport determines that any activity has not been carried out in accordance with the requirements of the Uniform Code, Energy Code, or this chapter, the Code Enforcement Officer (or his authorized inspector) shall be authorized to issue a written notice of violation(s) to the owner, as defined in § 36-9 of this chapter, and/or the owner's agent and/or any occupant(s) of the subject property or to any combination of property managers or agents, builder, architect, tenant(s), contractor, subcontractor, construction superintendent, or their agents, or any other person taking part

in work being conducted on or about a building structure, premises or property.

- B. Informal compliance orders. The Code Enforcement Officer (or authorized inspector) is authorized to order, either in writing or by any other means, the remediation of any condition or activity found to exist in, on or about any building, structure or premises in violation(s) of the Uniform Code, the Energy Code, or this chapter.
- C. Compliance order/order to remedy. The Code Enforcement Officer (or his authorized inspector) is further authorized to order, in writing, the remediation of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, Energy Code, or this chapter.. Upon finding that such condition or activity exists, the Code Enforcement Officer shall issue a compliance order/order to remedy. The compliance order/order to remedy shall:
  - (1) Be in writing.
  - (2) Be dated and signed by the Code Enforcement Officer (or his authorized inspector).
  - (3) Specify the condition or activity that violates the Uniform Code, Energy Code, or this chapter.
  - (4) Specify the provision or provisions of the Uniform Code, Energy Code, or this chapter which is/are violated by the specified condition or activity.
  - (5) Specify the period of time which the Code Enforcement Officer deems to be reasonably necessary for compliance.
  - (6) Direct that compliance occur within the specified period of time and state that an action or proceeding to compel compliance may be instituted if compliance is not achieved within the specified period of time.
- D. The Code Enforcement Officer (or his authorized inspector) shall cause the compliance order/order to remedy to be mailed to the property owner identified in filings with and records of the Village of Brockport (or as indicated in the real property records of the Monroe County Clerk), and/or to the property owner as defined in § 36-9 of this chapter, by registered and/or certified mail, and/or a copy thereof may be personally served on the owner of the affected property. The Code Enforcement Officer shall be permitted, but not required, to cause a copy of the compliance order/order to remedy to be mailed on any property manager or agent, builder, architect, tenant(s), contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work being performed or occurring at the affected property, and/or involved in the use of the affected property, also by registered and/or certified mail, and/or by personal service thereof.
- E. Appearance tickets. The Code Enforcement Officer (or his authorized inspector), is authorized to issue appearance tickets for any violation(s) of the Uniform Code, Energy Code, or this chapter.
- F. Civil penalties. In addition to those penalties prescribed by state law, any person who violates any provision of the Uniform Code, the Energy Code or the local law, or any term or condition of any building permit, certificate of occupancy/certificate of compliance,

temporary certificate of occupancy, conditional certificate of occupancy, residential rental registration, stop-work order, operating permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter, any other chapter of this Code, or local law(s) shall be liable to a civil penalty of not more than \$350 for each day or part thereof during which such violation continues. Each day on which any violation of any of the provisions of this chapter occurs shall constitute one offense, and each successive day of violation shall constitute a separate and distinct offense. Upon conviction of any such violation, such person, partnership, or entity and corporation shall be punished by a fine of not more than \$350 for each offense. In addition to any other penalty authorized by this section, any person, partnership, or entity and corporation convicted of violating any of the provisions of this chapter and/or local law(s) shall be required to bear the expense of such compliance. Any person who violates the provisions of this chapter and or local law(s) shall be subject to a fine not exceeding \$350 or imprisonment for a period not to exceed six months, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700 or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed six months, or both. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter or local law(s) shall be deemed misdemeanors; and for such purpose only, all provisions of law relating to misdemeanors shall apply to such violations. Each week's continued violation shall constitute a separate additional violation. The civil penalties provided by this subsection shall be recoverable in an action instituted in the name of the Village of Brockport.

- G. Injunctive relief. An action or proceeding may be instituted in the name of the Village of Brockport, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of or to enforce any provision of the Uniform Code, Energy Code, or this chapter or any term or condition of any building permit, certificate of occupancy/certificate of compliance, conditional certificate of occupancy/certificate of compliance, stop-work order, operating permit, residential rental registration, compliance order, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter. In particular, but not by way of limitation, where the construction or use of a building or structure violates any provision of the Uniform Code, Energy Code, or this chapter, or any stop-work order, compliance order or other order obtained under the Uniform Code, the Energy Code, or this chapter, an action or proceeding may be commenced in the name of the Village of Brockport, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subsection shall be commenced without the appropriate authorization from the Board of Trustees of the Village of Brockport.
- H. Remedies not exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedies available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in

§ 36-14 (Stop-work orders) or 36-15 (Structures unfit for human habitation) of this chapter or any other chapter of this Code, or local law, in any other section of the local law(s), or in any other state or local law, as applicable. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in § 36-14 (Stop-work orders) or § 36-15 (Structures unfit for human habitation) of this chapter, or local law, in any other section of local law(s), or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in Subdivision (2) of § 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in Subdivision (2) of § 382 of the Executive Law.

**§ 36-28. Recordkeeping.**

The Village of Brockport shall keep permanent official records of all transactions and activities conducted by all code enforcement personnel, including records of:

- A. All applications received, reviewed and approved or denied.
- B. All plans, specifications and construction documents approved.
- C. All building permits, certificates of occupancy/certificates of compliance, conditional certificates of occupancy/certificates of compliance, stop-work orders, and operating permits issued.
- D. All inspections and tests performed.
- E. All statements and reports issued.
- F. All complaints received.
- G. All investigations conducted.
- H. All other features and activities specified in or contemplated by §§ 36-2 through 36-8, and 36-12 through 36-16, inclusive, of this chapter; and all such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by state law and regulation.

**§ 36-29. Program review and reporting.**

- A. The Code Enforcement Officer shall annually submit to the Board of Trustees of the Village of Brockport a written report and summary of all business conducted by the Code Enforcement Officer and the inspectors, including a report and summary of all transactions and activities described in § 36-28 (Recordkeeping) of this chapter.
- B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of the Village of Brockport, on a form prescribed by the Secretary of State, a report of the activities of the Village of Brockport relative to administration and enforcement of the Uniform Code.

- C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials that the Village of Brockport is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of the Village of Brockport in connection with administration and enforcement of the Uniform Code.

**§ 36-30. Intermunicipal agreements.**

The Board of Trustees of the Village of Brockport may, by resolution, authorize the codes official of any municipality within New York State or enter into an agreement, in the name of the Village of Brockport, with other governments, to carry out the terms of this chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of NYCRR, or any other applicable law(s).

**§ 36-31. Validity.**

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

**§ 36-32. 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.<sup>2</sup>

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2. Editor's Note: This local law was filed with the Secretary of State on 10-27-2008.



## Brockport Arts Festival

Sponsored by  
**BISCO**



**Brockport Arts  
Festival  
Coordinating  
Committee**

**Art Appleby,**

**Howard Cotton**

**Christa  
Filipowicz,**

**Greg Lund,**

**Andy Pacitto,**

**Sue Parrino**

Margaret Blackman, Mayor  
Village of Brockport

On behalf of the BISCO Board of Directors, I would like to request a few minutes of your time at your next meeting to ask for the use of Main Street for the 20<sup>th</sup> Annual Arts Festival, scheduled for August 9-10. The festival will stretch from Clark Street to College Street, using Erie, Holley, Monroe, College, State and South for vendor parking along the curbs where parking is allowed.

As usual, we would need to have Main Street closed at 7 pm on Friday, August 8, and reopen at about 7 pm on Sunday, August 10, hopefully allowing time for cleaning.

In addition, the side streets between the canal and College Street would need to be limited to local and vendor access during this time.

Sincerely;

Art Appleby, Festival Chair

**[BrockportArtsFestival2014@gmail.com](mailto:BrockportArtsFestival2014@gmail.com)**  
**[www.BrockportArtsFestival.com](http://www.BrockportArtsFestival.com)**

Street and the east boundary line of tax account number 069.045-002.018 shall not be used for residential purposes. [Added 4-17-1995 by L.L. No. 3, 1995<sup>13</sup>]

(4) Two-family dwellings and multiple dwellings. [Added 4-17-1995 by L.L. No. 3, 1995<sup>14</sup>]

C. Building height. No building or structure shall exceed thirty-five (35) feet in height. [Amended 5-7-1984 by L.L. No. 1, 1984; 9-10-1990 by L.L. No. 1, 1990<sup>15</sup>]

D. (Reserved)<sup>16</sup>

E. Yards required. Buildings shall be set back at least forty-seven (47) feet from the center of Main Street and State Street or forty (40) feet from the center line of any other street within a B District, at least eleven (11) feet from the rear line, and need have no side yard if the rear portion of the building is accessible by alley, street or driveway for motor vehicle delivery and pickup. If such access is not available, a side yard or driveway of at least eleven (11) feet in width should be furnished. [Amended 9-10-1990 by L.L. No. 1, 1990<sup>17</sup>]

F. Sidewalk cafes. [Added 5-6-1996 by L.L. No. 2, 1996<sup>18</sup>]

(1) Definition. As used in this subsection, the following terms shall have the meanings indicated:

SIDEWALK CAFE — Those exterior facilities adjacent to and part of establishments selling food and/or drink that require the use of some village-owned property for operation, are temporary in

<sup>13</sup> Editor's Note: This local law was filed with the Secretary of State 4-27-1995.

<sup>14</sup> Editor's Note: This local law was filed with the Secretary of State 4-27-1995.

<sup>15</sup> Editor's Note: This local law was filed with the Secretary of State 9-27-1990.

<sup>16</sup> Editor's Note: Former Subsection D, Density, as amended, was repealed 4-17-1995 by L.L. No. 3, 1995, filed with the Secretary of State 4-27-1995.

<sup>17</sup> Editor's Note: This local law was filed with the Secretary of State 9-27-1990.

<sup>18</sup> Editor's Note: This local law was filed with the Secretary of State 5-10-1996.

*VB - possible recommendation that VB direct CCL to review + revise specifically as it relates to 58 F21 - would require public hearing via local law process. JAM*

nature and are open to the elements, except for original awnings. Sidewalk cafes, upon approval of the Village Board of Trustees, may be located in the Central Business District of the village, which district consists of Main Street from the canal bridge south to Holley Street.

- (2) Permit required; restrictions.
  - (a) No sidewalk or outdoor cafe shall be allowed to operate in any outdoor area unless a permit has been obtained from the Village Clerk and permission has been granted by the Village Board of Trustees.
  - (b) Any request for a permit to operate a sidewalk cafe shall be made, in writing, to the Village Board of Trustees.
- (3) Application for permit. The written request/application may, at the Village Board of Trustees' discretion, contain the following information:
  - (a) The name, address and telephone number of the applicant.
  - (b) The name, address and telephone number of the restaurant/business to be the subject of the application.
  - (c) The days and hours for which the permit is requested.
  - (d) The number and type of tables and chairs desired for this area and a rendering of positions of tables relative to entrances, exits and the sidewalk.
  - (e) A description of the facilities and equipment to be used, including whether live or mechanically reproduced music is to be played, and other devices needed for amplification of sound, when applicable.

- (f) An indication of all fixtures, such as planters to be used, and an indication of whether or not they will be removed when the cafe is closed.
- (g) Proof of insurance as outlined in § 58-11F(4)(g).
- (h) Any other information that the Village Board of Trustees may find reasonably necessary for the fair determination as to whether a permit should be issued.

(4) Conditions for issuance of permit.



- (a) The proposed sidewalk cafe will not unreasonably interfere with the pedestrian traffic and will occupy and use no more than fifty percent (50%) of the public concrete sidewalk, with the decorative brickwork being excluded from this calculation.
- (b) The applicant has met all other applicable Building Code,<sup>19</sup> Zoning Ordinance and the Historic District's Ordinance requirements.<sup>20</sup>
- (c) The permit holder shall be bound by all applicable rules, regulations, ordinances, local laws and statutes and shall have a current Monroe County Health Department permit.
- (d) The permit shall be valid for one (1) calendar year beginning in January and ending in December, regardless of the date of application. April 1 shall be the earliest date for placing tables and chairs on the sidewalk.
- (e) A fee of two hundred dollars (\$200.) shall be paid upon application for a permit, with fifty dollars (\$50.) being a nonrefundable administrative charge and with the remaining one hundred fifty dollars (\$150.) being refunded

<sup>19</sup> Editor's Note: See Ch. 10, Building Construction Code.

<sup>20</sup> Editor's Note: See § 58-23, Historic preservation.

upon denial of a permit or at the end of the calendar year if there are no penalties or fines imposed for violation of regulations.

- (f) The applicant shall sign an agreement to repair, at the expense of the applicant, any damage caused to the sidewalk in the operation of the cafe.
  - (g) A hold-harmless agreement executed by the applicant and indemnifying the village against loss, including costs and expenses, resulting from injury to person or property as a direct or indirect result of the operation of the cafe or for such injury occurring on the premises occupied by the cafe is required. The applicant shall be required to obtain a protective policy of insurance in the amount of five hundred thousand dollars (\$500,000.) covering said hold-harmless agreement. Said hold-harmless agreement shall be subject to the approval of the Village Attorney.
  - (h) Upon the request of the Village of Brockport, tables and chairs are to be removed from the sidewalks at any time during the season for special events or emergencies.
- (5) Cafe regulations. A cafe authorized and operated pursuant to this Article shall:
- (a) Comply with all plans submitted to and approved by the Village Board of Trustees.
  - (b) Serve or allow to be consumed no alcoholic beverages on or at any sidewalk cafe.
  - (c) Be used only by those patrons of the cafe who are eating a meal or dessert or consuming a beverage normally connected with the cafe.
  - (d) Not open for business before 6:00 a.m.

- (e) Cease all service of any kind whatsoever at 11:00 p.m., and all furniture, utensils, containers or any other materials used in the operation of the cafe shall be removed from the sidewalk cafe area no later than 11:00 p.m.
  - (f) Use only paper or plastic dishes when serving patrons of the cafe.
  - (g) Remove all cafe structures by October 31 in any year for which a permit is granted.
- (6) Maintenance of premises and furniture.
- (a) The property shall be cleaned and kept refuse-free, and the sidewalk shall be rinsed nightly. A covered trash receptacle with the approximate capacity of thirty (30) gallons shall be available for the use of patrons and shall be removed from the sidewalk each night at closing.
  - (b) Furniture shall be of uniform style and color coordinated to complement the facades of the downtown Business District. The furniture shall also be clean and in good repair.
  - (c) At the expiration of the term of the permit or at the time that the business ceases to operate a sidewalk cafe, all village-owned property shall be delivered to the village in good condition, damage by elements excepted. Public property shall not be altered in any way during the term of the permit.
- (7) Music, lighting and outdoor cooking.
- (a) Cafes located in the Business District shall comply with the Village of Brockport Noise Ordinance.<sup>21</sup>

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<sup>21</sup> Editor's Note: See Ch. 55, Noise.

- (b) Lighting shall be minimal and shall be installed so that direct or indirect illumination from the source of light shall not cause illumination in excess of five-tenths (0.5) footcandle on any abutting property.
  - (c) No outdoor cooking of any type is permitted in sidewalk cafes.
- (8) Notice of violation, fines and revocation of permit.
- (a) When a violation of any provision(s) of the Sidewalk Cafe Ordinance occurs, the appropriate village representative, whether it be a police officer or the Building Inspector, shall give written notice to the applicant to correct said violation within twenty-four (24) hours of receipt of said notice by the applicant.
  - (b) A fee of not less than twenty-five dollars (\$25.) shall be levied for each violation of this subsection.
  - (c) Any person who violates or allows his patrons to violate this subsection or the Village Noise Ordinance<sup>22</sup> two (2) times in one (1) year shall have his permit revoked for the remainder of the calendar year.
  - (d) Issuance of a permit in subsequent years shall be partially dependent upon the history of the applicant's adherence to village ordinances.
- (9) Appeal of denial, revocation or issuance of permit. All appeals of denial, revocation or issuance of permit shall go before the Village Board of Trustees.

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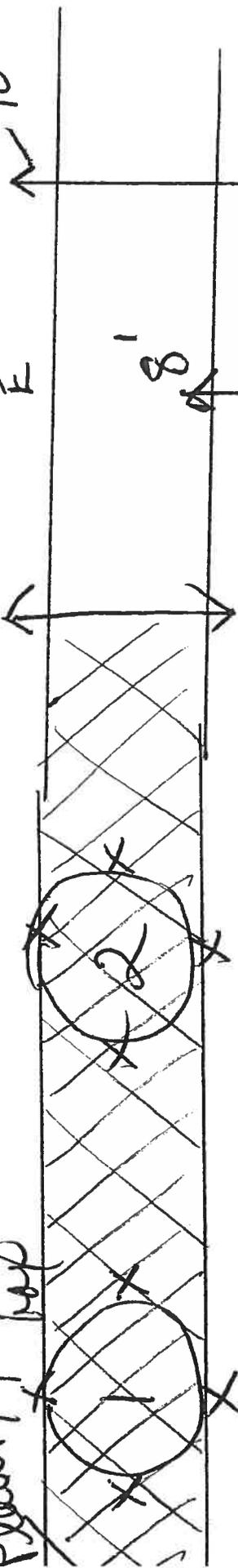
<sup>22</sup> Editor's Note: See Ch. 55, Noise.



Plant/flower  
bed

6'5" S  
E

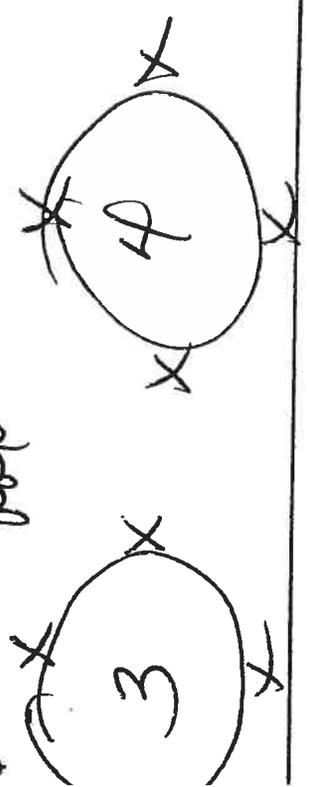
18'10" N



1'8" main sidewalk

4'5"

Plant/flower  
bed



Bed/Bird 25 Snow ST

VILLAGE OF BROCKPORT  
SIDEWALK CAFÉ PERMIT APPLICATION

Date of Application: 5/14/14

Fee submitted: ✓

Proof of Insurance submitted: ✓

Date scheduled on Village Board agenda: 5/19/14

Note: Applicant must attend the Village Board meeting.

BUSINESS: YOTWISTERS (DIY BROCKPORT, LLC)

PERSON / PERSONS IN CHARGE: Byron Aruyacatman

ADDRESS: 21 MAIN ST

TELEPHONE: 585-391-3749 FAX: \_\_\_\_\_

E-MAIL: FYSS\_BROCKPORT@yahoo.com

DAYS OF WEEK SIDEWALK IS TO BE USED: M - Sunday

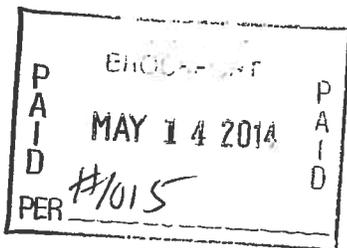
HOURS OF DAY SIDEWALK IS TO BE USED: 1pm - 9pm

DESCRIBE EXACTLY WHAT WILL BE PLACED ON SIDEWALK:  
(# of tables, # of chairs, umbrellas, trash receptacle, cigarette receptacle...)

~~20 TABLES 12 CHAIRS~~ 4 TABLES 16 CHAIRS

APPLICANT AGREES TO ABIDE BY THE REGULATIONS SET FORTH IN VILLAGE OF BROCKPORT CODE REGARDING SIDEWALK CAFÉS (§58-11F).

Byron Aruyacatman  
SIGNATURE OF APPLICANT





# VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420  
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## VILLAGE OF BROCKPORT NOTICE Brockport Village Hall Holidays & Floating Holidays

Please take notice that the holiday / floating holiday schedule for fiscal year 6/1/14 to 5/31/15 was adopted by the Brockport Village Board 11/14/13. Brockport Village Hall will be closed:

Friday, July 4<sup>th</sup>

Monday, September 1<sup>st</sup>

Monday, October 13<sup>th</sup>

Tuesday, November 11<sup>th</sup>

Thursday, November 27<sup>th</sup>  
Friday, November 28<sup>th</sup>

Thursday, December 25<sup>th</sup>  
Friday, December 26<sup>th</sup>

Thursday, January 1<sup>st</sup>  
Friday, January 2<sup>nd</sup>

Monday, January 19<sup>th</sup>

Monday, February 16<sup>th</sup>

Friday, April 3<sup>rd</sup>

Friday, May 22<sup>nd</sup>  
Monday, May 25<sup>th</sup>

Leslie Ann Morelli  
Village Clerk  
Village of Brockport

For publication in Suburban News 6/1/14 & posting on Village website & at Village Hall.

Mayor Margaret B. Blackman  
Trustee/Deputy Mayor William G. Andrews  
Trustees Valerie A. Ciciotti, Carol L. Hannan, John D. La Pierre

To: Mayor Blackman  
 From: Daniel P. Hendricks   
 Date: May 14, 2014  
 Re: 2014-15 Tax Rate Calculation

When I calculated the 2014-15 Village Tax Rate, I used the incorrect assessed valuation for the Town of Sweden. The figures are shown below. Due to the increase in assessment, the Village tax rate will decline by \$.59 per \$1,000 of assessed valuation, a 5.00% decline from last years rate. The change in assessment does not impact the tax levy.

2013-14 Tax Levy		2,414,833.00		2012-13		2012-13		2013-14	
	2012	Assessed Valuation	Equalization Rate	Taxable valuation	Tax %	Tax Levy	Tax Rate	Rate Change	% Rate Change
Sweden	204,947,460	204,947,460	100.00%	204,947,460	99.533%	2,403,552.20	11.7277	(0.36)	-2.97%
Clarkson	961,898	961,898	100.00%	961,898	0.467%	11,280.80	11.7276	(0.36)	-2.97%
	205,909,358	205,909,358		205,909,358	100.00%	2,414,833	11.7277	(0.36)	-2.97%

**Village of Brockport**

2014-15 Tax Rate Calculation - Revised		2,455,372.00		2013-14		2013-14		2013-14	
	2013	Assessed Valuation	Equalization Rate	Taxable valuation	Tax %	Tax Levy	Tax Rate	Rate Change	% Rate Change
Sweden	219,504,923	219,504,923	100.00%	219,504,923	99.572%	2,444,860.01	11.1381	(0.59)	-5.00%
Clarkson	943,789	943,789	100.00%	943,789	0.428%	10,511.99	11.1381	(0.59)	-5.00%
	220,448,712	220,448,712		220,448,712	100.00%	2,455,372.00	11.1381	(0.59)	-5.00%



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## VILLAGE OF BROCKPORT REVISED NOTICE TO VILLAGE TAXPAYERS (indicates corrected tax rate)

PLEASE TAKE NOTICE that the Brockport Village Board adopted the Final Budget for the Village of Brockport for the fiscal year June 1, 2014 – May 31, 2015:

RESOLVED, that the Brockport Village Board adopts the 06/01/14 – 05/31/15 General Fund budget in the amount of \$5,044,538, the Water Fund budget in the amount of \$1,095,296, and the Sewer Fund budget in the amount of \$145,346 and that there be levied and assessed against the real property of the Village of Brockport the following sums for village government and other charges for the fiscal year 2014-2015 with a tax rate of **\$11.14** per thousand of assessed valuation levying the total taxes and other charges extended and levied against each parcel of real property, shown on the roll prepared and verified by the Town Assessor for the 2014-2015 fiscal year:

General Fund:		
Total Taxes for Current Budget		\$2,455,372
For Releived Property Maintenance Charges		\$2,952.92
Water Fund:		
For Releived Water Rents & Charges		0
Sewer Fund:		
For Releived Sewer Rents & Charges		0
<b>TOTAL REAL PROPERTY TAXES</b>		
<b>AND OTHER CHARGES ON ROLLS</b>	<b>=</b>	<b>\$2,458,324.92</b>

Tax rate **decreased from \$11.73 to \$11.14**/1,000 of assessed valuation.

Water rates remain unchanged.

Sewer rates remain unchanged.

Leslie Ann Morelli  
Village Clerk  
Village of Brockport

For publication in the 5/25/14 edition of Suburban News and posting on Village website and at Village Hall.

Mayor Margaret B. Blackman  
Trustee/Deputy Mayor William G. Andrews  
Trustees Valerie A. Ciciotti, Carol L. Hannan, John D. La Pierre

**PROPERTY TAXES**  
**Within the Village of Brockport**  
**Sample – June 2014**

**JANUARY**                      **Town of Sweden / County of Monroe**  
**Brockport Fire District**

**JUNE**                              **Village of Brockport**

**SEPTEMBER**                      **Brockport Central School District**

**Tax Rates:**

**June 2014**

**Village**                              **11.14**

**January 2014**

**Town**                                **2.38**

**County**                              **9.19**

**County Services**                **1.37**

**12.94**

**Fire**                                 **1.17**

**14.11**

**September 2013**

**School**                              **24.77**

=      **\$50.02/1,000 of assessed value**

**Example:**

**If your home's assessed value is \$100,000**

**Village:**                      **11.14 x 100,000 =**                      **\$1,114**

**Town/County:**              **12.94 x 100,000 =**                      **\$1,294**

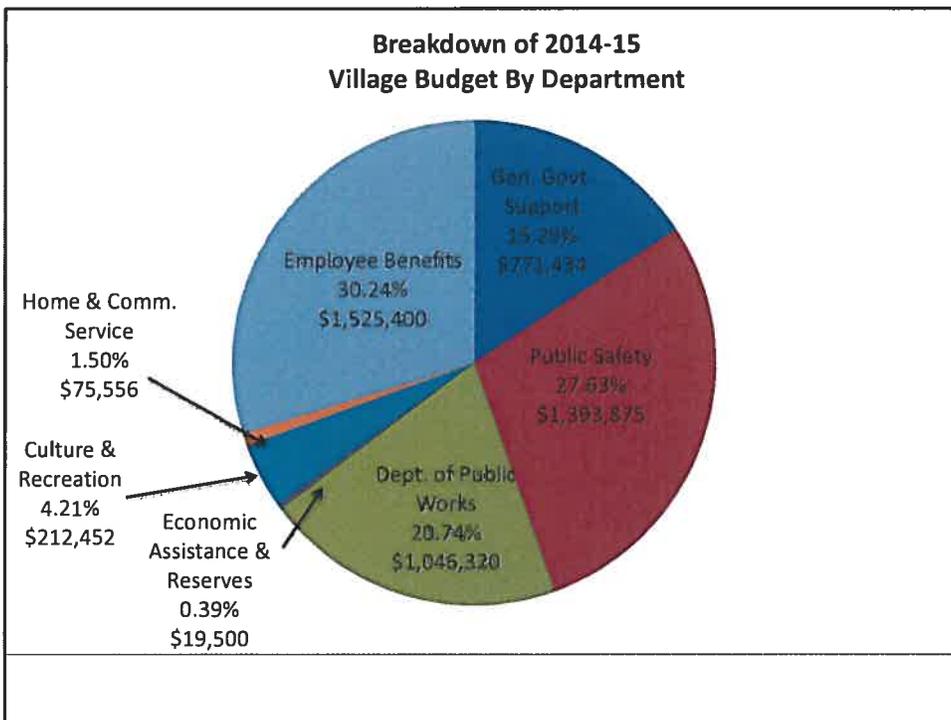
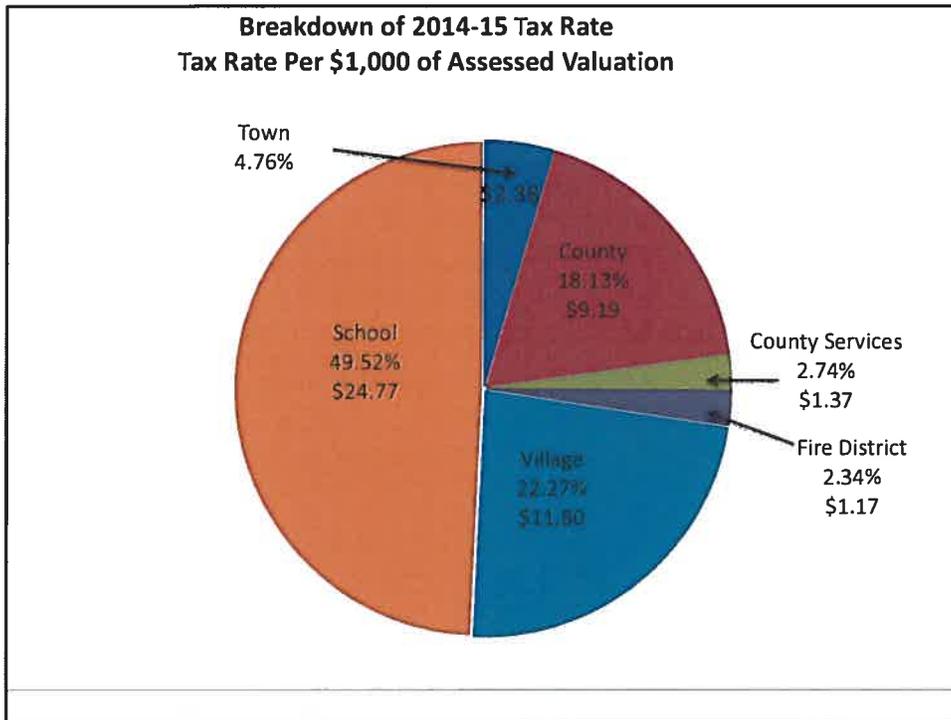
**Fire:**                              **1.17 x 100,000 =**                      **\$ 117**

**School:**                        **24.77 x 100,000 =**                      **\$2,477**

**Total annual property taxes would be:**                      **\$5,002**

Contact Town Assessor at 637-8683 to apply for possible tax exemptions:

i.e. STAR, senior citizens, veterans, disability, clergy, single & 2-family home improvements, non-residential conversion to mixed-use, etc...





# VILLAGE OF BROCKPORT

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## VILLAGE OF BROCKPORT TAXPAYERS NOTICE OF COLLECTION

The Tax Roll and Warrant for the collection of Village Taxes for fiscal year June 1, 2014 - May 31, 2015 have been filed in the Village Clerk's Office. **TAX BILLS WILL BE MAILED ON MAY 30, 2014.**

**To help us improve efficiency, please use the return addressed envelopes included with the bills.**

Check or money order for the exact amount should be made payable to the  
Village of Brockport  
and mailed with payment stub to:  
Village of Brockport  
Dept. # 117015  
P.O. Box 5270  
Binghamton, NY 13902-5270  
**OR**

Payment may be made in person to Village Hall at 49 State Street Brockport, NY 14420 Monday through Friday 8:30am – 4:30pm except holidays.

### **PAYMENT OPTIONS**

1) Payment is due in full by July 1, 2014 without penalty

Late penalties:

July 2<sup>nd</sup> - 31<sup>st</sup> = 5%

August 1<sup>st</sup> - 31<sup>st</sup> = 6%

September 1<sup>st</sup> - 30<sup>th</sup> = 7%

October 1<sup>st</sup> - 31<sup>st</sup> = 8%

November 1<sup>st</sup> - Village taxes remaining unpaid will be turned over to Monroe County to re-levy onto the January 2015 County/Town tax bill with additional penalties.

**OR**

2) Payment may be made in 2 equal installments:

**MUST** make 1<sup>st</sup> installment by July 1, 2014 without penalty

Then make 2<sup>nd</sup> installment due by August 1, 2014 without penalty

Late penalties:

August 2<sup>nd</sup> - 31<sup>st</sup> = 6%

September 1<sup>st</sup> - 30<sup>th</sup> = 7%

October 1<sup>st</sup> - 31<sup>st</sup> = 8%

November 1<sup>st</sup> – Village taxes remaining unpaid will be turned over to Monroe County to re-levy onto the January 2015 County/Town tax bill with additional penalties.

**IF YOUR TAXES ARE NOT ESCROWED IN YOUR MORTGAGE, AND YOU DO NOT RECEIVE A VILLAGE TAX BILL WITHIN THE FIRST WEEK OF JUNE, PLEASE CALL VILLAGE HALL AT 637-5300 X12.**

Leslie Ann Morelli, Village Clerk  
Village of Brockport

Dated: 5/19/14

For publication in Suburban News & posting on Village website & at Village Hall.

Mayor Margaret B. Blackman  
Trustee/Deputy Mayor William G. Andrews  
Trustees Valerie A. Ciciotti, Carol L. Hannan, John D. La Pierre



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## LEGAL NOTICE TO THE ELECTORS OF THE VILLAGE OF BROCKPORT, NEW YORK ELECTION

NOTICE IS HEREBY GIVEN THAT AN ELECTION IN AND FOR THE VILLAGE OF BROCKPORT, COUNTY OF MONROE, STATE OF NEW YORK WILL BE HELD ON **TUESDAY, JUNE 17, 2014** AT BROCKPORT VILLAGE HALL, 49 STATE STREET, BROCKPORT, NEW YORK 14420. **THE POLLS WILL BE OPENED AT 12:00 NOON AND CLOSED AT 9:00PM.**

- The following officers are to be chosen:  
One (1) Trustee to complete a term to 6/30/16  
Two (2) Justices each to complete a four (4) year term to 6/30/18

### LIST OF NOMINATIONS

The following is a list of nominations filed in the office of Monroe County Board of Elections of the candidates for the office to be filled at the Election in and for the Village of Brockport on Tuesday, June 17, 2014:

#### TRUSTEE – for a term to 6/30/16 (vote for one)

- | <u>Party</u>           | <u>Name</u>       | <u>Address</u>    |
|------------------------|-------------------|-------------------|
| • Revitalize Brockport | John D. La Pierre | 45 College Street |

#### JUSTICE – each for a 4-year term to 6/30/18 (vote for two)

- | <u>Party</u>           | <u>Name</u>             | <u>Address</u>    |
|------------------------|-------------------------|-------------------|
| • Revitalize Brockport | William G. Andrews, Jr. | 39 College Street |
| • Revitalize Brockport | Kent R. Blair           | 220 Clark Street  |

### QUALIFICATIONS OF VOTERS

- A Citizen of the United States.
- Eighteen (18) years of age or older.
- Resident of the Village of Brockport thirty (30) days preceding this General Election.

### REGISTRATION OF VOTERS

- Your name must appear on the Monroe County Register for the Village of Brockport to be eligible to vote.
- In accordance with Section 15-118 (2) of the New York State Election Law, the voter must be registered with the Monroe County Board of Elections at least ten (10) days prior to the date of the Village General Election. The registration deadline for the above election date is: Friday, June 6, 2014. There will not be a voter registration day in the Village.
- Application for absentee ballots may be obtained at the Monroe County Board of Elections 39 West Main Street Rochester, NY 14614 or by calling (585) 753-1550 or downloading from [www.monroecounty.gov](http://www.monroecounty.gov). Application for absentee ballot must be filed with Monroe County Board of Elections no later than Tuesday, June 10, 2014.

Leslie Ann Morelli  
Village Clerk  
Village of Brockport

Dated: 5/19/14

For publication in Suburban News & posting on Village website & at Village Hall

# **Statement of Expenditures**

## **General Fund**

**April 30, 2014**

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 4/30/2014

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	12,628.00			1,149.00	91.66
A1010.4000							
Trustees-Contractual Expenses	37,291.00		37,290.40			0.60	100.00
A1010.4090							
Trustees-Miscellaneous	275.00		275.00				100.00
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	9,044.75			822.25	91.67
A1210.4000							
Mayor-Contractual Expenses	500.00				500.00		100.00
A1210.4010							
Mayor-Telephone	1,500.00	124.27	1,437.71			62.29	95.85
A1210.4050							
Mayor-Conference Exp	730.00		730.00				100.00
A1320.4000							
Auditor-Contractual Expenses	12,750.00		1,765.85			10,984.15	13.85
A1325.1000							
Clrk/Treas-Personal Services	145,956.00	10,364.40	86,636.41			59,319.59	59.36
A1325.4000							
Clrk/Treas-Total Contractual Expense	300.00	25.00	275.00			25.00	91.67
A1325.4010							
Clrk/Treas-Telephone	7,700.00	310.67	3,618.63			4,081.37	47.00
A1325.4020							
Clrk/Treas-Office Supplies	7,675.00	1,713.63	6,766.83		635.55	272.62	96.45
A1325.4030							
Clrk/Treas-Computer Supplies	9,230.00	120.00	9,098.55		250.00	118.55-	101.28
A1325.4050							
Clrk/Treas-Membership Fees	600.00		375.00			225.00	62.50
A1325.4060							
Clrk/Treas-Postage	3,300.00	120.98	1,304.33		244.03	1,751.64	46.92
A1325.4070							
Clrk/Treas-Copier Expenses	5,325.00	408.47	4,823.45			501.55	90.58
A1325.4080							
Clrk/Treas-Payroll Expense	5,000.00	423.18	3,419.09			1,580.91	68.38
A1325.4090							
Clrk/Treas-Miscellaneous	9,200.00	798.40	9,075.35		51.10	73.55	99.20
A1325.4100							
Clrk/Treas - Publications	4,000.00	452.83	3,426.06		570.00	3.94	99.90
A1325.4110							
Clrk/Treas-Training	2,500.00		1,438.48			1,061.52	57.54
A1325.4120							
Clrk/Treas-Tax Bill Processing	1,700.00		350.00			1,350.00	20.59

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 4/30/2014

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
A1420.4000							
Law-Total Contractual Expenses	25,625.00	900.00	1,473.00			24,152.00	5.75
A1420.4016							
Village Attorney- Harris, Chesworth &	40,375.00	6,620.00	40,375.00				100.00
A1440.4000							
Engineer-Total Contractual Expense	550.00		529.50			20.50	96.27
A1440.4020							
Engineer-Chatfield Engineers	4,450.00		558.00			3,892.00	12.54
A1450.4000							
Total Contractual Expenses	600.00					600.00	
A1450.4010							
Elections-Inspector Salaries	1,000.00		1,000.00				100.00
A1450.4020							
Elections-Legal Notice Publication	200.00		188.80		11.20	0.00	100.00
A1450.4030							
Elections-Supplies	1,040.00		1,037.40			2.60	99.75
A1490.1000							
Pub Wrks Admin-Total Personal Ser	116,603.00	6,061.46	78,015.69			38,587.31	66.91
A1490.4010							
Pub Wrks Admin-Telephone	500.00		192.81			307.19	38.56
A1490.4020							
Pub Wrks Admin-Conference Exp	300.00		245.00			55.00	81.67
A1490.4030							
Office Supplies/Postage	965.00	61.38	538.05		376.34	50.61	94.76
A1490.4040							
Permits, Licenses, Fees	300.00		184.00			116.00	61.33
A1490.4090							
Pub Wrks Admin-Miscellaneous	500.00		268.00			232.00	53.60
A1620.4020							
Natural Gas-DPW	6,725.00	2,479.70	6,710.79			14.21	99.79
A1620.4021							
Bidqs-Gas 1 Clinton Street	1,550.00	552.66	1,547.98			2.02	99.87
A1620.4022							
Bidqs-Gas 49 State Street	2,000.00	609.21	1,825.08			174.92	91.25
A1620.4030							
Electric-DPW	5,135.00	947.24	4,612.15			522.85	89.82
A1620.4031							
Bidqs-Electric-1 Clinton Street	10,060.00	1,243.03	10,054.76			5.24	99.95
A1620.4032							
Bidqs-Electric-49 State Street	5,060.00	634.64	5,052.55			7.45	99.85
A1620.4034							
Elec- Main St Sign	370.00	31.42	368.44			1.56	99.58

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 4/30/2014

Selecting on FUND from A to A

ACCOUNT	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1620.4050						
Bldgs-Janitorial Supplies	750.00	386.46		213.54	150.00	80.00
A1620.4051						
Bldgs-Janitor Supplies- Clinton St	4,150.00	3,778.24		218.26	153.50	96.30
A1620.4052						
Bldgs-Janitor Supplies-State Street	4,300.00	3,747.51		536.49	16.00	99.63
A1620.4060						
Bldgs-Repair Items	12,075.00	8,809.80		3,137.31	127.89	98.94
A1620.4070						
Telephone - DPW	1,722.11	1,712.05			10.06	99.42
A1620.4090						
Bldgs-Miscellaneous	2,827.89	2,516.66		38.34	272.89	90.35
A1640.4000						
Central Garage- Contractual Expens	1,750.00	286.44			1,463.56	16.37
A1640.4010						
Fasteners	1,000.00	164.27		524.83	310.90	68.91
A1640.4020						
Auto -Electrical	650.00	147.89		302.11	200.00	69.23
A1640.4040						
Tools	1,000.00	94.12		728.88	177.00	82.30
A1640.4050						
Welding Supplies	500.00	311.91		88.09	100.00	80.00
A1640.4060						
Fuel Additives/Oil	3,375.00	1,350.45		82.37	1,942.18	42.45
A1640.4061						
Oil Expenditures (Not Fuel Oil)	462.83	462.83				100.00
A1640.4070						
Shop Supplies	2,500.00	1,102.66		885.08	512.26	79.51
A1640.4080						
Hydraulic Supplies	537.17				537.17	
A1640.4090						
Miscellaneous	4,425.00	2,143.66		132.12	2,149.22	51.43
A1670.4000						
Central Mailing	2,250.00	2,333.49			83.49-	103.71
A1680.2000						
IT Hardware Software	5,000.00	1,724.92			3,275.08	34.50
A1680.4000						
IT Hardware Software	7,500.00	2,446.78			5,053.22	32.62
A1910.4000						
Unallocated Insurance	60,473.00	60,472.01			0.99	100.00
A1920.4000						
Municipal-Membership Dues	5,100.00	4,840.00			260.00	94.90

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 4/30/2014

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
A1950.4000							
Taxes on Village Property	1,271.00		1,270.78			0.22	99.98
A1990.4000							
Contingency-Allocation Only	78,876.00	750.00-	750.00-			79,626.00	0.95-
A3120.1000							
Police-Total Personal Services	934,858.00	101,408.45	925,921.34			8,936.66	99.04
A3120.1030							
Police-P/T Officers	37,704.00		37,703.80			0.20	100.00
A3120.1040							
Police-Crossing Guards	12,418.00	10,039.06	10,039.06			2,378.94	80.84
A3120.1055							
Police-Secretaries P/T	40,020.00	3,171.20	33,297.60			6,722.40	83.20
A3120.1060							
Overtime	120,000.00	6,301.32	121,498.29			1,498.29-	101.25
A3120.2010							
Police-Vehicles	24,500.00		24,042.34			457.66	98.13
A3120.2020							
Police-Firearms	2,000.00		1,214.46		784.60	0.94	99.95
A3120.2040							
Police-Office Furniture/Equip	250.00	56.05	165.04			84.96	66.02
A3120.2051							
Police-Computer Software	2,300.00		1,185.56		90.00	1,024.44	55.46
A3120.4000							
Police-Total Contractual	4,975.00		4,955.71			19.29	99.61
A3120.4010							
Police-Telephone	10,200.00	1,463.19	11,044.26			844.26-	108.28
A3120.4020							
Police-Office Supplies/Postage	2,800.00	153.87	2,082.96		343.30	373.74	86.65
A3120.4030							
Police-Fleet Maintenance	3,300.00	505.57	2,030.92		1,268.89	0.19	99.99
A3120.4031							
Police-Fleet Repairs	5,600.00	127.78	4,577.64		722.54	299.82	94.65
A3120.4032							
Police-Fleet Supplies & Equip	11,600.00	1,455.00	7,969.28		2,945.24	685.48	94.09
A3120.4040							
Police-Fuel	24,000.00	2,645.12	23,915.31			84.69	99.65
A3120.4060							
Police-Maintenance Contracts	2,400.00	78.75	1,767.43		9.30	623.27	74.03
A3120.4065							
Office Equip Lease/Rental	7,600.00	316.92	3,772.66			3,827.34	49.64
A3120.4080							
Police-Quarter Master Unit	6,925.00	12.00	4,837.92		1,671.04	416.04	93.99

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 4/30/2014

Selecting on FUND from A to A

ACCOUNT	ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4090								
	Police-Miscellaneous	500.00	137.64	189.58			310.42	37.92
A3120.4100								
	Affiliations	150.00		120.00			30.00	80.00
A3120.4105								
	Training, School, Conferences	1,400.00		218.86			1,181.14	15.63
A3120.4110								
	Police-Publications	600.00		490.05	0.30		109.65	81.73
A3120.4120								
	Police-Supplies/Life Safety Supplies	3,800.00	261.27	3,059.59			740.41	80.52
A3120.4130								
	Police-Computer Supplies	1,000.00		399.95	239.97		360.08	63.99
A3120.4140								
	Police-Medical/Psychological	600.00					600.00	
A3120.4150								
	Police-Special Enforcement	840.00		290.00			550.00	34.52
A3120.4155								
	Police- STOP DWI	10,975.00		193.45			10,781.55	1.76
A3120.4160								
	Police-Bike Patrol	300.00		0.03		145.00	154.97	48.34
A3120.4170								
	Police-Explorer Post	200.00					200.00	
A3120.4180								
	Police-Community Service	245.00					245.00	
A3120.4210								
	Police-Technicians	230.00		220.04			9.96	95.67
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	3,800.00	726.81	2,831.84	1,639.01		670.85-	117.65
A3310.4010								
	Traffic Control-Signal	600.00	62.05	445.19			154.81	74.20
A3310.4020								
	Traffic Control-Paint	1,500.00		877.88	622.12			100.00
A3310.4030								
	Traffic Control-Signs	2,500.00		1,269.14	821.16		409.70	83.61
A3310.4040								
	Traffic Control-Channels & Posts	1,275.00		726.85			548.15	57.01
A3310.4090								
	Traffic Control-Miscellaneous	400.00		238.29	102.67		59.04	85.24

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 4/30/2014

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
A3320.4000							
Parking Enforcement	13,134.00		13,134.00				100.00
A3410.4290							
Alpha Papers	48.00					48.00	
A3620.1000							
Safety Insp-Total Personal Services	80,816.55	5,568.70	56,539.67			24,276.88	69.96
A3620.1010							
Bldg/Zoning Officer	1,441.57		1,441.57				100.00
A3620.2000							
Safety Insp-Equipment	1,000.00	998.99	998.99			1.01	99.90
A3620.4000							
Safety Insp-Total Contractual Expens	1,810.88	304.00	1,110.88		700.00		100.00
A3620.4010							
Cellular/Telephone	1,500.00		1,083.17			416.83	72.21
A3620.4020							
Training	675.00	93.20	386.38			288.62	57.24
A3620.4030							
Safety Insp-Computer Supplies	300.00		57.13			242.87	19.04
A3620.4040							
Fuel	1,800.00	102.05	891.71			908.29	49.54
A3620.4050							
Association Dues	250.00	55.00	55.00			195.00	22.00
A3620.4080							
Safety Insp-Uniforms	200.00		44.95			155.05	22.48
A3620.4090							
Miscellaneous	1,535.00		1,119.55		398.55	16.90	98.90
A3620.4200							
Postage	800.00	24.24	469.97			330.03	58.75
A3620.4210							
Vehicle Maintenance	875.00	107.95	281.20		75.00	518.80	40.71
A4540.4000							
Ambulance-Total Contractual Expen			227.20			227.20-	
A4540.4010							
Telephone			1,111.08			1,111.08-	
A5110.1000							
Str Maint-Total Personal Services	472,450.00	39,871.64	471,090.91			1,359.09	99.71
A5110.1001							
Streets O/T	19,000.00		16,553.04			2,446.96	87.12
A5110.1060							
Str Maint-Overtime	34,500.00	3,082.56	23,230.95			11,269.05	67.34
A5110.2080							
Str Maint-Other Equip-Over \$10,000	35,250.00					35,250.00	

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 4/30/2014

Selecting on FUND from A to A

ACCOUNT	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5110.4000							
Str Maint-Total Contractual Expense	200.00					200.00	
A5110.4010							
Str Maint-Telephone	1,000.00	93.19	1,075.50			75.50-	107.55
A5110.4041							
Str Maint-Diesel Fuel	25,000.00	9,561.57	51,947.48		4,488.45	31,435.93-	225.74
A5110.4042							
Str Maint-Regular Fuel	19,000.00	3,056.21-	11,300.42			7,699.58	59.48
A5110.4050							
Str Maint-Tools	900.00		500.57		189.63	209.80	76.69
A5110.4060							
Str Maint-Stone	2,000.00		1,001.55			998.45	50.08
A5110.4070							
Str Maint-Asphalt	80,000.00	3,219.34	37,043.98		17,773.24	25,182.78	68.52
A5110.4080							
Str Maint-Uniforms	3,500.00		2,885.76		200.00	414.24	88.16
A5110.4085							
Str Maint-Shoes/Boots	1,500.00	151.20	1,166.39			333.61	77.76
A5110.4090							
Str Maint-Miscellaneous	3,000.00		2,654.67		345.00	0.33	99.99
A5110.4100							
Str Maint-Equipment Parts	4,800.00	114.58	3,218.66		1,010.78	570.56	88.11
A5110.4110							
Str Maint-Truck Parts	16,950.00	235.83	13,225.65		7,904.36	4,180.01-	124.66
A5110.4130							
Str Maint-Physicals/Drug Testing	850.00	180.20	906.22			56.22-	106.61
A5110.4140							
Str Maint-Buildings	1,200.00		1,176.69			23.31	98.06
A5110.4150							
Str Maint-Concrete	2,200.00		220.06		4.94	1,975.00	10.23
A5110.4160							
Str Maint-Fill Material	100.00					100.00	
A5110.4165							
Str Maint-Top Soil	1,000.00		340.00			660.00	34.00
A5110.4170							
Str Maint-Shop Supplies	965.00	561.35	1,236.14		89.90	361.04-	137.41
A5110.4180							
Str Maint-Training/Travel	1,000.00		995.41			4.59	99.54
A5110.4190							
Str Maint-Grass Seed	500.00		231.96		268.04	0.00	100.00
A5110.4200							
Str Maint-Publications	550.00		339.80			210.20	61.78

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 4/30/2014

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
A5110.4210							
Str Maint-Manholes & Covers	1,000.00					1,000.00	
A5110.4220							
Str Maint-Office Supplies	100.00					100.00	
A5110.4230							
Str Maint-Equip Rental	100.00					100.00	
A5112.2000							
CHIPS Work	67,084.00				36,500.00	30,584.00	54.41
A5142.0000							
Personal Services	10,000.00					10,000.00	
A5142.2000							
Snow Plowing-Equipment-Plows	7,000.00					7,000.00	
A5142.4010							
Snow Plowing-Salt	33,000.00		19,194.17		8,805.83	5,000.00	84.85
A5142.4015							
Snow Plowing-Deicer	7,000.00		6,388.00			612.00	91.26
A5142.4030							
Snow Plowing-Plow Parts	3,000.00	149.09	1,802.09		486.49	711.42	76.29
A5142.4090							
Snow Plowing-Contractual Expenses	200.00					200.00	
A5182.4010							
Street Lighting-Electricity	83,000.00	9,642.55	84,552.63			1,552.63	101.87
A5182.4030							
Street Lighting-Repairs	5,649.00	180.32	1,040.88		3,672.04	936.08	83.43
A5182.4040							
Street Lighting-Parts	1,500.00		635.44		64.56	800.00	46.67
A5182.4090							
Street Lighting-Contractual Expenses	100.00					100.00	
A5410.4010							
Sidewalks-Concrete	9,300.00		7,211.01		488.00	1,600.99	82.79
A5410.4020							
Sidewalks-Stone	210.00		205.04			4.96	97.64
A5410.4090							
Sidewalks-Contractual Expenses-Mis	530.00		519.53		9.88	0.59	99.89
A5550.4020							
Paint	160.00					160.00	
A5650.4030							
Signs	200.00		132.80			67.20	66.40
A5650.4040							
Posts	200.00					200.00	
A6410.4000							
Economic Development	395.00	78.40	390.99			4.01	98.98

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 4/30/2014

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A6410.4200							
Welcome Center	5,210.00	429.89	7,295.34		500.75	2,586.09-	149.64
A6520.4000							
Farmer's Mkt Manager	2,250.00		2,000.00			250.00	88.89
A6520.4010							
Farmer's Market- Publications	250.00		79.00			171.00	31.60
A7140.2000							
Parks/Playgrounds-Total Equipment	8,400.00					8,400.00	
A7140.2020							
Parks/Playgrounds-Park Equipment	3,650.00	562.24	3,649.96			0.04	100.00
A7140.4000							
Parks & Playgrounds-Totals Contrac	1,350.00		122.80		1,127.20	100.00	92.59
A7140.4010							
Parks/Playgrounds-Equipment Repai	500.00		40.40		359.60	100.00	80.00
A7140.4020							
Parks/Playgrounds-Maintenance Sup	2,100.00		452.55		204.32	1,443.13	31.28
A7140.4030							
Parks/Playgrounds-Gardening	400.00		73.61		276.39	50.00	87.50
A7415.4000							
Seymour Library	189,052.00		189,052.00				100.00
A7450.4000							
Museum-Contractual Expenses	4,255.00	1,487.21	3,440.72		812.49	1.79	99.96
A7460.4000							
Historic Grant Loft Apts. - Contractua	8,492.00		8,491.90			0.10	100.00
A7510.4000							
Total Contractual Expenses	1,200.00					1,200.00	
A7510.4090							
Historian-Miscellaneous			125.00			125.00-	
A7550.4000							
Celebrations-Total Contractual Expe	6,330.00		6,326.83			3.17	99.95
A7550.4020							
Celebrations-Banners			712.80			712.80-	
A7550.4040							
Celebrations-Special Events	100.00-	200.00-	1,004.24-		200.00	704.24	804.24
A7550.4050							
Celebrations-Electric	700.00	90.94	699.47			0.53	99.92
A7550.4090							
Celebrations-Miscellaneous	1,000.00		458.87		256.38	284.75	71.53
A8010.4010							
Zoning- Member Stipends	795.00		80.00			715.00	10.06
A8010.4020							
Zoning-Conference Expense	75.00		75.00				100.00

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 4/30/2014

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
A8020.1000							
Planning Board-Personal Services	5,996.00	566.42	5,052.12			943.88	84.26
A8020.4000							
Planning Board-Total Contractual Ex	1,045.00	120.00	1,038.75			6.25	99.40
A8020.4020							
Planning Board-Conference Expense	115.00		75.00			40.00	65.22
A8020.4090							
Planning Board-Miscellaneous	250.00		250.00				100.00
A8120.4020							
Sanitary Sewer-Supply Parts	80.00					80.00	
A8120.4080							
Utilities-Pump Station	600.00	129.54-				600.00	
A8140.4010							
Storm Sewer-Supply Parts	6,000.00		4,045.76	1,688.04		266.20	95.56
A8140.4020							
Strom Sewer-Maintenance Supplies	1,000.00	225.13	225.13	574.87		200.00	80.00
A8140.4090							
Storm Sewers-Miscellaneous	4,134.00		3,938.74	132.50		62.76	98.48
A8160.4010							
Refuse Collection-Monthly Trash Ren	3,950.00	344.02	3,543.72	402.96		3.32	99.92
A8160.4030							
Refuse Collection-Brush Pick-up	600.00			400.00		200.00	66.67
A8160.4040							
Refuse Collection-Special Pick-up (	50.00		100.00-			150.00	200.00-
A8160.4050							
Refuse Collection-Coolant Removal	200.00					200.00	
A8170.4010							
Str Cleaning-Sweeper Repairs	1,000.00	609.00	805.79			194.21	80.58
A8170.4020							
Str Cleaning-Sweeper parts	4,000.00	214.85	2,523.84	648.91		827.25	79.32
A8170.4090							
Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4000							
Sanitation-Landfill Monitoring	3,000.00		604.56	2,395.44			100.00
A8189.4002							
Sanitation-Landfill-Testing	5,000.00					5,000.00	
A8560.4000							
Shade Trees-Total Contractual Expe	2,200.00	1,280.00	2,180.00			20.00	99.09
A8560.4005							
Tree Fund Expenditures	425.00		425.00	1,610.00		1,610.00-	478.82
A8560.4010							
Equipment Repairs	1,200.00		1,215.19	300.00		315.19-	126.27

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 4/30/2014

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
A8560.4030							
Shade Trees-Supplies	500.00	418.01	418.01		37.66	44.33	91.13
A8560.4090							
Shade Trees-Miscellaneous	500.00		77.17		37.83	385.00	23.00
A9010.8000							
NYS Retirement	218,927.00		215,137.67			3,789.33	98.27
A9015.8000							
Police Retirement System Payments	276,457.00		276,456.71			0.29	100.00
A9030.8000							
Social Security	173,303.00	13,938.91	142,194.87			31,108.13	82.05
A9040.8000							
Workers Compensation	124,489.00		65,789.50			58,699.50	52.85
A9045.8000							
Life Insurance	8,076.00	598.19	6,480.85			1,595.15	80.25
A9050.8000							
Unemployment Expense	10,000.00					10,000.00	
A9055.8000							
Disability Insurance	5,660.00	448.00	4,800.34			859.66	84.81
A9055.8100							
Wellness Insurance	1,265.00		952.00			313.00	75.26
A9060.8000							
Medical Insurance	399,378.00	23,876.90	306,065.34			93,312.66	76.64
A9061.8000							
HRA	140,400.00	11,354.04	89,594.25			50,805.75	63.81
A9070.8000							
Dental Insurance	61,136.00	5,030.91	55,228.67			5,907.33	90.34
A9950.9510							
Proj 51 - Smith St Bridge	10,000.00					10,000.00	
Totals for Fund:	4,760,568.00	301,639.77	3,936,058.97	0.00	116,370.81	708,138.22	85.12
A (Fund - A)							
Report totals	4,760,568.00	301,639.77	3,936,058.97	0.00	116,370.81	708,138.22	85.12

# **Statement of Expenditures**

## **Water Fund**

**April 30, 2014**

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 4/30/2014

Selecting on FUND from F to F

ACCOUNT	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		5.00			4,995.00	0.10
F1620.4060							
Bldg. Repairs - Water Dept.	1,755.00		1,593.02		160.55	1.43	99.92
F1680.2000							
It Hardware Software	1,000.00		111.50			888.50	11.15
F1680.4000							
IT Hardware Software	2,500.00					2,500.00	
F1910.4000							
General Insurance	20,760.00		20,760.00				100.00
F1990.4000							
Water-Contingency	17,845.00					17,845.00	
F8310.1000							
Water-Supervision	87,090.00	8,550.35	79,333.47			7,756.53	91.09
F8310.4000							
Water Admin Total CE	1,400.00					1,400.00	
F8310.4040							
Office Expense	2,200.00	93.98	1,252.05		461.03	486.92	77.87
F8310.4090							
Miscellaneous	900.00	307.54	624.34		83.20	192.46	78.62
F8310.4200							
Postage	1,000.00	167.33	1,876.45			876.45-	187.65
F8320.4000							
Water Purchases	450,000.00	39,921.04	400,495.69		49,504.31		100.00
F8340.1000							
Water-Labor	93,500.00	3,948.35	52,461.58			41,038.42	56.11
F8340.1001							
Water, O/T	3,000.00		187.65			2,812.35	6.26
F8340.2020							
Vehicles	28,130.00		6,565.00			21,565.00	23.34
F8340.2040							
Meters	60,000.00		64,195.00			4,195.00-	106.99
F8340.2050							
Wtr Transm - Equipment Other	4,500.00		2,879.12			1,620.88	63.98
F8340.4000							
Wtr Transm-Ttl Cont Exp	47,225.00	52.60	13,740.96		409.52	33,074.52	29.96
F8340.400B							
Barry St. Project	37,500.00		2,518.03			34,981.97	6.71
F8340.4010							
Water Main Supplies	6,338.00		5,174.49		251.29	912.22	85.61
F8340.4020							
Vehicle Parts & Supplies	6,427.00		534.63		4,059.37	1,833.00	71.48

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 4/30/2014

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F8340.4030							
Meter Supplies	800.00		626.32		165.98	7.70	99.04
F8340.4040							
Curb Box Supplies	2,100.00				600.00	1,500.00	28.57
F8340.4041							
Fuel	6,200.00	763.28	6,140.96			59.04	99.05
F8340.4050							
Stone	1,500.00		1,430.24		69.76	0.00	100.00
F8340.4060							
Asphalt	100.00					100.00	
F8340.4080							
Water Transm-Uniforms	1,285.00		1,006.13		275.00	3.87	99.70
F8340.4090							
Miscellaneous	4,565.00	215.80	1,914.27		1,630.09	1,020.64	77.64
F8340.4100							
Water Transm-Telephone	2,164.00	165.72	1,850.31			313.69	85.50
F8340.4110							
Water Transm-Electricity	4,575.00	490.01	4,365.60			209.40	95.42
F8340.4120							
Transm - Sample Testing	23,950.00	5,165.80	23,841.30		85.53	23.17	99.90
F8340.4130							
Wtr Transm-Drug/Alcohol Testing	250.00		150.68		115.00	15.68-	106.27
F8340.4140							
Wtr Trans-Equip Repair	850.00		480.19			369.81	56.49
F8340.4150							
Wtr Trans-Training	250.00		150.00			100.00	60.00
F8340.4160							
Wtr Trans-Concrete	200.00				50.00	150.00	25.00
F8340.4170							
Wtr Trans-Gas	200.00		197.92			2.08	98.96
F8340.4171							
Heating Oil	5,075.00	149.46	5,056.79			18.21	99.64
F8340.4180							
Water Transm-Publications	600.00		594.74		1.65	3.61	99.40
F9010.8000							
NYS Retirement	13,875.00		13,875.00				100.00
F9030.8000							
Social Security	14,225.00	899.88	9,979.81			4,245.19	70.16
F9040.8000							
Workers Compensation	12,500.00		12,500.00				100.00
F9045.8000							
Life Insurance	1,000.00					1,000.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 4/30/2014

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
F9055.8000							
Disability Insurance	1,100.00					1,100.00	
F9060.8000							
Hospital Insurance	25,000.00		1,218.75			23,781.25	4.88
F9061.8000							
HRA	15,600.00					15,600.00	
F9070.8000							
Dental Insurance	12,000.00					12,000.00	
F9710.6000							
Serial Bond - Principle payments	33,107.00					33,107.00	
F9710.7000							
Serial Bond - Interest payments	28,845.00		16,053.45			12,791.55	55.65
F9999.9000							
Prior Year Expenses	62,085.30		496.08	79,281.68	79,281.68		100.00
Totals for Fund:	1,152,071.30	60,891.14	756,236.52	79,281.68	137,203.96	276,323.28	76.02
F (Fund - F)							
<b>Report totals</b>	<b>1,152,071.30</b>	<b>60,891.14</b>	<b>756,236.52</b>	<b>79,281.68</b>	<b>137,203.96</b>	<b>276,323.28</b>	<b>76.02</b>

# **Statement of Expenditures**

## **Sewer Fund**

**April 30, 2014**

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 4/30/2014

Selecting on FUND from G to G

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G8120.2000							
Sanitary Sewers- Equipment	2,050.00		1,174.00			876.00	57.27
G8120.4000							
Contractual	38,121.00	4,843.35	33,747.22		2,479.03	1,894.75	95.03
G8120.4010							
Sanitary Sewers- Truck Parts	4,600.00		1.71		1,048.29	3,550.00	22.83
G9710.6000							
Bond Principal	46,155.00					46,155.00	
G9710.7000							
Bond Interest	51,374.00		25,687.22			25,686.78	50.00
G9999.9000							
Prior Year's Expense	3,198.90		1,417.85	1,531.05	1,531.05		100.00
Totals for Fund:	<b>145,498.90</b>	<b>4,843.35</b>	<b>62,028.00</b>	<b>1,531.05</b>	<b>5,058.37</b>	<b>78,162.53</b>	<b>46.28</b>
G (Fund - G)							
Report totals	<b>145,498.90</b>	<b>4,843.35</b>	<b>62,028.00</b>	<b>1,531.05</b>	<b>5,058.37</b>	<b>78,162.53</b>	<b>46.28</b>

# **Statement of Revenues**

## **General Fund**

**April 30, 2014**

Date: 5/7/2014  
 Time: 1:50:13PM

Statement of Actual & Estimated Revenue

User: DAN  
 Page: 1

Village of Brockport  
 For Period Ending 4/30/2014  
 Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A0599.0000					
Appropriated Fund Balance	200,000.00			200,000.00	
A1001.0000					
Real Property Taxes	2,414,833.00		2,414,071.29	761.71	99.97
A1081.0000					
In-Lieu-Of Taxes	130,000.00	22,386.17-	146,355.11	16,355.11-	112.58
A1090.0000					
Int & Penalties on Taxes	8,000.00		13,089.64	5,089.64-	163.62
A1120.0000					
County Sales Tax	1,450,000.00		1,202,391.00	247,609.00	82.92
A1130.0000					
Utility Gross Receipts Tax	70,000.00	297.22	75,648.77	5,648.77-	108.07
A1170.0000					
Franchise Tax	81,000.00		74,748.38	6,251.62	92.28
A1230.0000					
Clerk/Treasurer Fees	1,000.00	100.00	1,570.00	570.00-	157.00
A1520.0000					
Police Fees	1,000.00		486.84	513.16	48.68
A1560.0000					
Safety Inspections	15,000.00	1,349.00	13,202.00	1,798.00	88.01
A1640.0000					
Ambulance Charges			905.82	905.82-	
A1710.0000					
Public Works Services	3,000.00		6,226.67	3,226.67-	207.56
A1789.0000					
Docking Fees	4,500.00		3,010.75	1,489.25	66.91
A2089.0000					
Farmers Market Fees	1,500.00		2,520.00	1,020.00-	168.00
A2110.0000					
Zoning Fees	500.00		25.00	475.00	5.00
A2115.0000					
Planning Fees	600.00	345.00	1,620.00	1,020.00-	270.00
A2389.3000					
Monroe County - DWI		3,464.41	23,819.31	23,819.31-	
A2389.8000					
Monroe Ctny-CD Block Grants			37,250.00	37,250.00-	
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00			5,000.00	
A2401.0000					
Interest & Earnings	3,000.00	178.04	1,635.05	1,364.95	54.50
A2401.1000					
Int Earned-Spec Reserves		14.19	92.92	92.92-	
A2401.3000					
Interest & Earnings- Asset Forfeiture		0.05	0.44	0.44-	
A2545.0000					
Bus / Occupation License	15,000.00		750.00	14,250.00	5.00
A2590.0000					
Permits	5,000.00	600.00	5,300.00	300.00-	106.00
A2610.0000					
Fines & Forfeitures	50,000.00	4,482.00	110,718.65	60,718.65-	221.44
A2650.0000					
Scrap Sales	1,000.00		156.00	844.00	15.60
A2665.0000					
Sale of Equipment	3,500.00		13,418.00	9,918.00-	383.37
A2680.0000					
Insurance Recoveries	6,000.00	352.85	8,461.68	2,461.68-	141.03
A2690.0000					
Other Comp-Landfill Reimbursement	2,500.00		7,648.98	5,148.98-	305.96
A2701.0000					
Refund of P/Y Exp	7,500.00	104,241.00	104,761.58	97,261.58-	1396.82
A2705.0000					
Gifts & Donations			6,238.19	6,238.19-	

Date: 5/7/2014  
 Time: 1:50:13PM

## Statement of Actual & Estimated Revenue

User: DAN  
 Page: 2

Village of Brockport  
 For Period Ending 4/30/2014

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A2770.0000 Other Unclassified	500.00	95.58	21,411.73	20,911.73-	4282.35
A3001.0000 State Aid - AIM	110,000.00			110,000.00	
A3005.0000 State Aid-Mortgage Tax	30,000.00		38,984.93	8,984.93-	129.95
A3089.7000 State Aid - Other	10,975.00			10,975.00	
A3089.7001 State Aid, CHIPS	67,000.00			67,000.00	
A3089.9000 State Aid-STEP			19,740.62	19,740.62-	
A9999.0000 Acct for Exp. Transfers		3,976.82	40,675.37	40,675.37-	
<b>Total for Fund: A (Fund - A)</b>	<b>4,697,908.00</b>	<b>97,109.99</b>	<b>4,396,934.72</b>	<b>300,973.28</b>	<b>93.59</b>
 <b>Report Totals</b>	 <b>4,697,908.00</b>	 <b>97,109.99</b>	 <b>4,396,934.72</b>	 <b>300,973.28</b>	 <b>93.59</b>

# **Statement of Revenues**

## **Water Fund**

**April 30, 2014**

Date: 5/7/2014  
 Time: 1:50:24PM

# Statement of Actual & Estimated Revenue

User: DAN  
 Page: 1

Village of Brockport  
 For Period Ending 4/30/2014

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
F2140.0000					
Metered Water Sales	582,000.00	51,099.23	563,413.94	18,586.06	96.81
F2141.0000					
Meter Water Sales O/G	503,486.00	38,231.22	357,478.59	146,007.41	71.00
F2144.0000					
Water Service Charges	2,000.00	386.88	11,131.30	9,131.30-	556.57
F2148.0000					
Interest & Penalties	1,250.00	847.36	10,837.82	9,587.82-	867.03
F2401.0000					
Interest & Earnings	1,000.00	33.92	549.48	450.52	54.95
F2401.1000					
Int Earned-Spec Reserves	250.00	14.83	97.00	153.00	38.80
F2650.0000					
Scrap Sales			10,000.85	10,000.85-	
<b>Total for Fund:</b> <b>F (Fund - F)</b>	<b>1,089,986.00</b>	<b>90,613.44</b>	<b>953,508.98</b>	<b>136,477.02</b>	<b>87.48</b>
<b>Report Totals</b>	<b>1,089,986.00</b>	<b>90,613.44</b>	<b>953,508.98</b>	<b>136,477.02</b>	<b>87.48</b>

# **Statement of Revenues**

## **Sewer Fund**

**April 30, 2014**

Date: 5/7/2014  
Time: 1:50:36PM

# Statement of Actual & Estimated Revenue

User: DAN  
Page: 1

Village of Brockport  
For Period Ending 4/30/2014  
Selecting on FUND from G to G

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
G2122.0000					
Sanitary Sewer- Sewer Charges	139,300.00	10,978.21	131,538.79	7,761.21	94.43
G2128.0000					
Sanitary Sewer- Interest and Penalties	3,000.00			3,000.00	
G2401.0000					
Interest and Earning- Sewer Fund		2.74	10.51	10.51-	
<b>Total for Fund: G (Fund - G)</b>	<b>142,300.00</b>	<b>10,980.95</b>	<b>131,549.30</b>	<b>10,750.70</b>	<b>92.45</b>
<b>Report Totals</b>	<b>142,300.00</b>	<b>10,980.95</b>	<b>131,549.30</b>	<b>10,750.70</b>	<b>92.45</b>

Village of Brockport

Budget Amendment Form

Account Number	Description	Amount	
A3120.4165	Grant - Police Traffic Safety	\$ 4,200.00	(1)
A3120.4175	Grant - Moreoe County "Crackdown" Initiative	\$ 7,800.00	(2)
A7450.4000	Museum - Supplies	\$ 1,605.00	(3)

Purpose:

- (1) Grant Funding for Police Traffic Safety Grant
- (2) Grant funding for Monroe County "Crackdown: Initiative Grant
- (3) Museum Supplies from Shaffer Trust

Requested By:

Daniel P. Hendricks  
(Treasurer)



## REDEVELOPMENT COMPANY CONTRACT

Agreement, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Village of Brockport, a municipal corporation of the State of New York (hereinafter referred to as the "Village"), Town of Sweden, a municipal corporation of the State of New York (hereinafter referred to as the "Town"), and Brockport Village Limited Partnership, a New York limited partnership (hereinafter referred to as the "Partnership").

WHEREAS, the Partnership acquired 1.3 acres of certain real property located in the Village of Brockport, State of New York a description of which is annexed hereto as Exhibit A (hereinafter referred to as the "Real Property"); and

WHEREAS, the partnership has constructed 28 housing units on the Real Property (hereinafter referred to as the "Project") and

WHEREAS, the Partnership has previously received a commitment for the New York State Division of Housing and Community Renewal (herein after referred to as "HCR") and USDA, Rural Development (herein after referred to as "USDA") for permanent financing of the property; and

WHEREAS, the Village and Town have determined that there is a need in the Village of Brockport for low income housing for the elderly; and

WHEREAS, the State of New York has requested that the partnership that the Partnership make arrangements to provide that local and municipal taxes not exceed .....

- six hundred dollars (\$600.00) per unit per years 1 through 5 (2014-15 through 2018-19)
- six hundred twenty five dollars (\$625.00) per unit per years 6 through 10 (2019-20 through 2023-24)
- six hundred fifty dollars (\$650.00) per unit per years 11 through 15 (2024-25 through 2028-29); and

WHEREAS, it is in the best interest of the Village and Town to exempt the Real Property from local and municipal taxes, provided the Village and Town receive payments in lieu of taxes with respect to the Real Property in the amounts described previously; and

WHEREAS, the Treasurer of the Village, (hereinafter referred to as "Supervising Agent"), and the applicable planning commission have previously approved the Project; and

WHEREAS, the Supervising Agency and the applicable planning commission has previously issued a certificate of approval for the project; and

WHEREAS, the plans have previously been approved, a proposed form of this contract have been submitted by the Partnership to the Village Board for its approval, and such approval has been granted; and

WHEREAS, the partnership will continue to provide low income housing for the elderly and to enter into this Redevelopment Company Contract with the Village and Town provided the Partnership does not lose its ability to sell the Project in accordance with applicable HCR/USDA regulations and/or dissolve the Partnership pursuant to New York Partnership law without providing that the remaining surplus be paid into the general funds of the Village and Town; and

WHEREAS the Village and Town are willing to allow the Partnership to sell the Project in accordance with applicable HCR/USDA regulations and/or dissolve the Partnership pursuant to New York Partnership law without providing that the remaining surplus be paid into the general funds of the Village and Town; and

WHEREAS, the Partnership has duly formed a Redevelopment Company organized and existing under and pursuant to Article V of the New York State Private Housing finance Law (hereinafter referred to as "Article V"); and

WHEREAS, the parties desire to enter into a contract as contemplated by Article V respecting the operation and supervision of the Project.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto, hereby agree as follows:

Article 1. Exemption from local and Municipal Taxes.

Pursuant to section 125 of Article V, the Village, Town and the Partnership hereby agree that the Real Property shall be exempt from local and municipal taxes. For purposes of this contract, "local and municipal taxes" shall include taxes levied by the Village, Town, County and school district but shall not include assessments for local improvements.

Article 2. Payments in Lieu of Taxes.

The Village, Town and the Partnership hereby agree that the Partnership shall pay to the Village the following annual amounts:

- six hundred dollars (\$600.00) per unit per years 1 through 5 (2014-15 – 2018-19) - \$16,800
- six hundred twenty five dollars (\$625.00) per unit per years 6 through 10 (2019-20 – 2023-24) - \$17,500
- six hundred fifty dollars (\$650.00) per unit per years 11 through 15 (2024-25 – 2028-29) - \$18,200

In lieu of any real property taxes which may become due with respect to the real Property for a period of fifteen (15) years. The annual payment of this agreement shall be due by September 1 of each year. Upon receipt of the payment in lieu of taxes, the Village will distribute the funds among

the Village, Town, County, School and special districts in such proportionate shares as their tax rates are proportional to each other. If such payment are not received by the Village by the aforementioned due date, the Partnership shall owe late charges and accrued interest at the rate of one percent (1%) per month, until such payments are paid in full.

Article 3. Project Organized for Public Purpose.

The Village, Town and Partnership hereby agree that, for purposes of Article V, the providing of low rental housing units for the elderly constitutes a public purpose. The Village, Town and the Partnership hereby agree that, as long as such housing is so provided, the policies and purposes of Article V are hereby satisfied.

Article 4. Project subject to the rules and regulations of HCR, USDA and the State of New York.

The Village, Town and Partnership hereby agree that the project shall be operated in accordance with the applicable rules and regulations previously promulgated or hereinafter promulgated by HCR and/or USDA. The Village, Town and the Partnership agree that the rental rates to be charged to tenants for units in the Project shall be in accordance with the applicable rules and regulations of HCR and USDA.

Article 5. Consistency with Article V.

The Village, Town and Partnership agree that this contract shall be subject to the provisions of Article V. The Village, Town and Partnership agree that, without enumerating the applicable provisions of Article V, the Project shall be operated in accordance with the provisions of Article V.

Article 6. Powers of Partnership.

Pursuant to Section 106 of Article V, the Partnership shall have and may exercise such of the powers conferred by law as shall be necessary in conducting the business of the partnership.

Article 7. Duration of this Contract.

This Redevelopment Company Contract shall terminate June 30, 2029. Any provisions of the Private Housing Finance Law that are intended to survive this termination shall so survive.

Article 8. Sale of the Project.

Pursuant to Section 122 of Article V, the Village, and Town hereby consents to the sale of the project by the Partnership, provided such sale is in accordance with applicable HCR regulations. Pursuant to Subdivision four of section 123 of Article V, the Village and Town hereby consents to the voluntary dissolution or termination of the Partnership after such sale of the Project, and hereby consents that such dissolution or termination need not be in accordance with Subdivisions one (1) and two (2) of Section 123 of Article V.

Article 9. Miscellaneous.

(a) Binding effect. This Agreement states the entire understanding of the parties and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Deviation from the terms of this Agreement shall be permitted only by mutual written consent of the parties.

(b) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of New York.

(c) Usage and Headings. The paragraph headings herein are for convenience only and shall not affect the construction hereof.

(d) Venue. Any litigation relating hereto shall take place in the State of New York, Supreme Court, County of Erie.

IN WITNESS WHEREOF, the undersigned have duly executed this Redevelopment Company Contract as of the day and year first above written.

Village of Brockport

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

Margaret B. Blackman, Mayor

Town of Sweden

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

Robert A. Carges, Supervisor

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

Bruce C. Baird, President

Belmont Development Corporation, General Partner



# VILLAGE OF BROCKPORT

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

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

## Village of Brockport DPW Seasonal Employment Opportunity

### SUMMER EMPLOYMENT

The Village of Brockport Department of Public Works  
is accepting applications for four (4) Seasonal Laborers.

Work week shall be Monday - Friday 7:00am to 3:30pm, 40 hrs/week.

Wage subject to experience. No benefits.

Must have a valid NYS Drivers License. Minimum age requirement is 18.  
Applicants are subject to pre-employment and random alcohol/drug testing.

Employment application can be obtained at Brockport Village Hall  
or downloaded from the Village website: [www.brockportny.org](http://www.brockportny.org).

Completed applications must be turned in to:

Leslie Ann Morelli, Village Clerk

Village of Brockport

49 State Street, Brockport, NY 14420

Monday thru Friday 8:30 am to 4:30 pm

**Application Deadline: Noon, Monday, April 28, 2014**

*DPW Sgt. Donahoe  
to provide hiring to fill  
recommendation for 4 spots.  
last 2 of the 4 spots.*

Mayor Margaret B. Blackman  
Trustee/Deputy Mayor William G. Andrews  
Trustees Valerie A. Ciciotti, Carol L. Hannan, John D. La Pierre

## Leslie Morelli

---

**From:** John LaPierre [jlapierre@brockportny.org]  
**Sent:** Thursday, May 08, 2014 9:49 AM  
**To:** Leslie Morelli  
**Cc:** mblackman@brockportny.org; Harry Donahue  
**Subject:** Item for meeting 5/19  
**Attachments:** Duryea easement quote 05 08 14.pdf

Per request from Harry Donahue please add this item for next meeting.

Approve survey required for easement for sewer lines on Duryea property. Survey to be done by Bernard Schmieder Land Surveyor. Cost \$1750.00

see attached.

From Harry's note:

"On another note I heard back from our Engineers office about the Duryea easement. They do not have the staff to complete this in house so they would be contracting this out. They passed along a proposal from a firm that has worked closely with the Duryea's in the past on other mapping. The company is Bernard Schmieder Land Surveyor. I am familiar with him and I also believe that he may have the most accurate maps of the property. Anyone else would have to spend a considerably amount of time researching and developing what he probably has. I would like to recommend to the board that we approve his proposal as written. As you can see in the attachment his cost for this is \$1,750.00."

Thank you

**BERNARD C. SCHMIEDER, P.E., L.S.**

CONSULTING ENGINEER & LAND SURVEYOR

**TELEPHONE/FAX (585) 345-0747**

11172 SILVER ROAD, EAST BETHANY, NY 14054

April 30, 2014

Scott D. Mattison, P.E.  
Chatfield Engineers, P.C.  
2800 Dewey Ave.  
Rochester, N.Y. 14616

Re: Sewer easement, Village of Brockport, Monroe County

Dear Scott,

With regard to your request for a proposal for survey services for the above referenced project, the following quotes apply.

Locate exposed manholes and prepare an easement map and description for the sewer between the old sewer treatment plant to where it enters the highway, across Marilyn Duryea's lands, in the Village of Brockport.

Fee \$1750.00

The plans shall be completed within 4 weeks from the notice to proceed. The prices quoted shall be good for a period of 6 months from the date of this quote.

If you have any questions or require any additional information please give me a call.

Very truly yours,



Bernard C. Schmieder, P.E., L.S.

Your signature below will constitute an acceptance of the contract for the services and fees described herein. I accept and hereby engage your services in accordance with the forgoing:

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

Dated: \_\_\_\_\_



*Office of the County Executive*

Monroe County, New York

**Maggie Brooks**  
*County Executive*

**Daniel M. DeLaus, Jr.**  
*Deputy County Executive*

May 2, 2014



Hon. Margaret Blackman, Mayor  
Village of Brockport  
49 State Street  
Brockport, New York 14420

**SUBJECT:** Lead Agency Request-Monroe County Public Safety Communications Facilities

Dear Mayor Blackman:

Monroe County has identified your agency as an involved agency for the above referenced project. The County wishes to take lead agency status pursuant to the State Environmental Quality Review Act (6 NYCRR Part 617).

The County has determined the project to be Unlisted pursuant to 6 NYCRR Part 617.2. Attached for your consideration is Part 1 of the Short Environmental Assessment Form.

The County wishes to expedite the designation of Lead Agency and has enclosed a response form for your prompt reply. If you agree to the County being designated as Lead Agency, please sign the form and return it to the County as soon as possible. You may fax this form to the Department of Planning and Development at (585) 753-2028.

Lead agency must be agreed upon within thirty (30) calendar days from the date the EAF has been transmitted to you. If you fail to respond within that time, Monroe County will assume lead agency status.

If you have any questions regarding this request, please contact David Moore, Director, Monroe County Department of Public Safety at (585) 753-3014.

Sincerely,

  
Maggie Brooks  
County Executive

xc: Judy Seil, Director of Planning and Development

**LEAD AGENCY COORDINATION RESPONSE**

**Monroe County Public Safety Communications Facilities**

This letter responds to your communication of May 2, 2014 regarding lead agency coordination of the above project under Article 8 (State Environmental Quality Review - SEQR) of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617.

Based on the information provided, this agency has no objection to the County assuming lead agency status for this action.

\_\_\_\_\_  
(Name of Agency)

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

\_\_\_\_\_  
(Print/Type Name of Person)

\_\_\_\_\_  
(Print/Type Title or Office)

\_\_\_\_\_  
(Date)

Please return this form to:

Monroe County Department of Planning and Development  
CityPlace  
50 West Main Street, Suite 8100  
Rochester, New York 14614  
Fax: (585) 753-2028

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

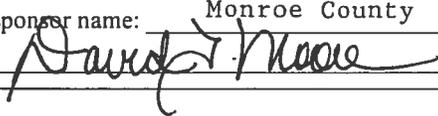
**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Monroe County Public Safety Communications Facilities			
Project Location (describe, and attach a location map): 5 locations within Monroe County. Refer to the attached list as well as the locations maps.			
Brief Description of Proposed Action: The proposed project entails the modification to five existing communication facilities. Modifications include the addition of a prefabricated equipment shelter, an antenna, fence extensions and appurtenances.			
Name of Applicant or Sponsor: Monroe County		Telephone: 585-753-3014 E-Mail: mcpublicsafety@monroecounty.gov	
Address: City Place, 4th Floor, 50 W. Main St.			
City/PO: Rochester		State: NY	Zip Code: 14614
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: State of NY Department of Agriculture & Markets- Waivers for Chili and Perinton. NYS Division of Homeland Security & Emergency Services- Grant.			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			See attached.
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland <div style="text-align: right;">See attached.</div>			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Monroe County</u>	Date: <u>April 30, 2014</u>	
Signature: <u></u>		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"**

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

## SEQR Short Form Part 1- Supporting Narrative

### Project Locations:

1. Chili- 4304 Union Street, Chili, NY 14514
2. Brockport- 38 East Avenue, Brockport, NY 14420
3. Webster- 1213 East Ridge Road, Webster, NY 14580
4. Rush- 492 Stony Brook Road, Rush, NY 14543
5. Perinton- 735 Thayer Road, Fairport, NY 14450

Refer to the attached USGS topographic maps for further details.

### Number 3a-c:

#### Chili

- 3.a Total acreage of the site of the proposed action? 0.016 acres
- 3.b Total acreage to be physically disturbed? 0.016 acres
- 3.c Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3.98 acres

#### Brockport

- 3.a Total acreage of the site of the proposed action? 0.053 acres
- 3.b Total acreage to be physically disturbed? 0.053 acres
- 3.c Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3.74 acres

#### Webster

- 3.a Total acreage of the site of the proposed action? 0.053 acres
- 3.b Total acreage to be physically disturbed? 0.053 acres
- 3.c Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 23.97 acres

#### Rush

- 3.a Total acreage of the site of the proposed action? 0.034 acres
- 3.b Total acreage to be physically disturbed? 0.034 acres
- 3.c Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 46.9 acres

#### Perinton

- 3.a Total acreage of the site of the proposed action? 0.025 acres
- 3.b Total acreage to be physically disturbed? 0.025 acres

3.c Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.28 acres

**Number 4- Land uses that occur on, adjoining and near the proposed action**

Chili- Communications, Agricultural, Forest, Residential

Brockport- Communications, Urban, Commercial

Webster- Communications, Residential, Commercial, Forest, School

Rush- Communications, Rural (non-agricultural), Forest, Residential

Perinton- Communications, Agricultural, Forest, Residential

**Number 15- Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?**

For certain types of communication facilities, both the New York State Department of Environmental Conservation (NYSDEC) Natural Heritage Program and the United States Department of Interior Fish and Wildlife Service (USFWS) have issued a categorical signoff.

Refer to the attached copies of these categorical signoffs. The following sites comply with both the NYSDEC and the USFWS categorical signoffs:

- Rush
- Brockport
- Chili
- Webster

Since the Perinton site did not comply with the categorical signoff, the NYSDEC Natural Heritage Program was contacted regarding the presence of State listed endangered and threatened species. A response from the NYSDEC is pending.

The USFWS Information, Planning, and Conservation System (IPaC) online system was also reviewed. The federally listed threatened and endangered species that may occur in the project area are:

- Bog Turtle (*Clemmys mühlenbergii*), Threatened
- Northern long-eared bat (*Myotis septentrionalis*), Proposed Endangered

Bog turtles prefer deep mucky soil, tussock forming vegetation, and slow moving water that is cool and shallow. This species can be found in wet meadows or open calcareous boggy areas that are dominated by sedges. This species prefers areas with a good amount of solar penetration<sup>1</sup>.

The Natural Resources Conservation Service soil survey indicates that loam is present on site and based on the site investigation completed by CHA on April 17, 2014, no deep mucky soil,

---

<sup>1</sup> NYSDEC, Bog Turtle Fact Sheet. < [www.dec.ny.gov](http://www.dec.ny.gov) > (accessed December 23, 2013).

wet meadows, cool, shallow, slow moving water or bogs were identified within the project area. Habitat suitable for bog turtles was not identified. Since the preferred habitat was not identified, a take is not anticipated.

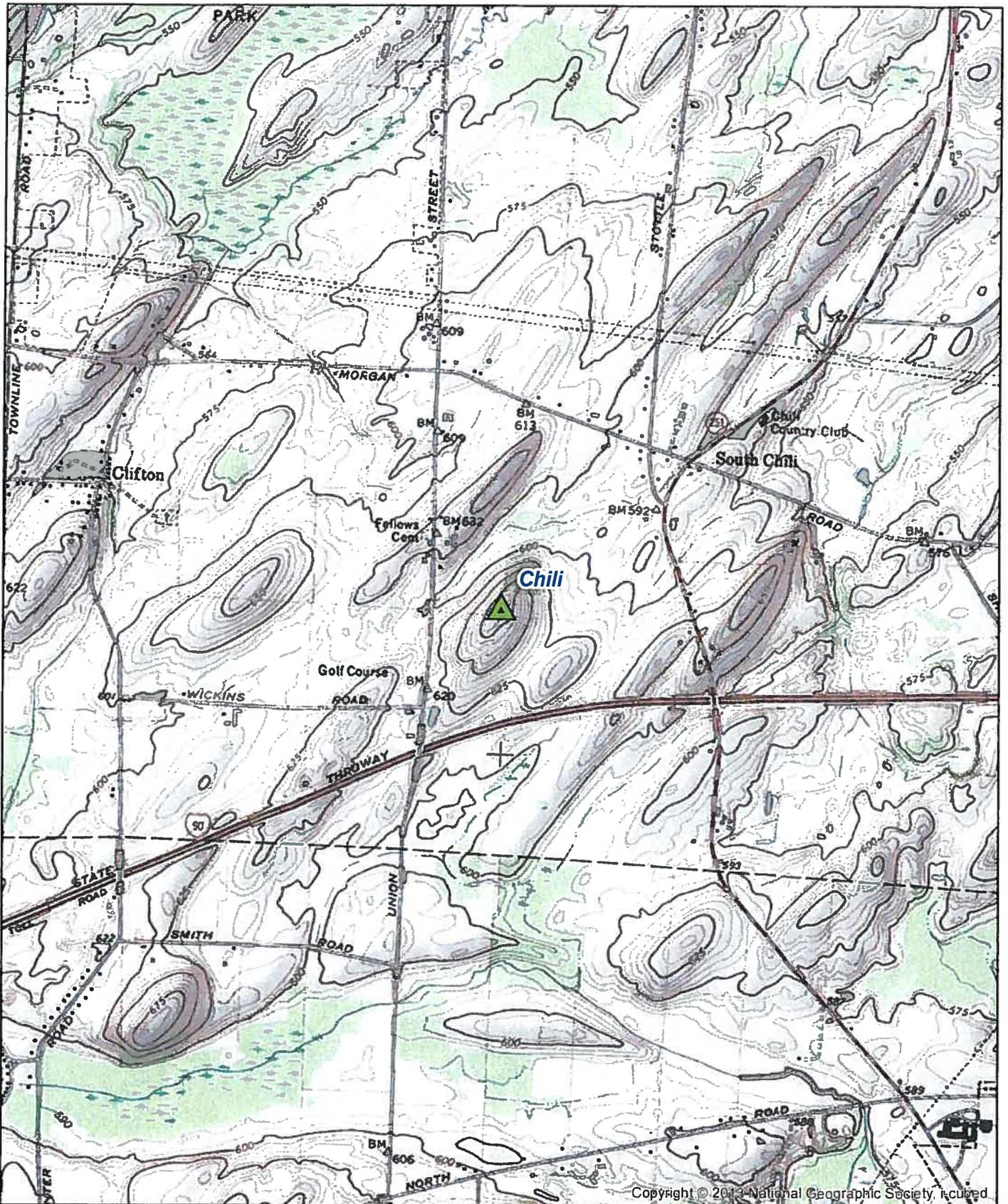
The northern long-eared bats are typically associated with old growth forests with trees that are 100 years old or older. An intact interior forest with a low edge to interior ratio is relied upon. Relevant forests include woody debris, snags, a high number of old trees, multiple and single tree fall gaps and an uneven forest structure. These bats hibernate in tunnels, caves and mines<sup>2</sup>.

The project area does not contain any trees, and no tunnels, caves or mines were identified during the site visit. Therefore, there will be no jeopardy to the northern long-eared bat.

Since the suitable habitats for the bog turtle and the northern long-eared bat are not present on site, no coordination with the USFWS is required.

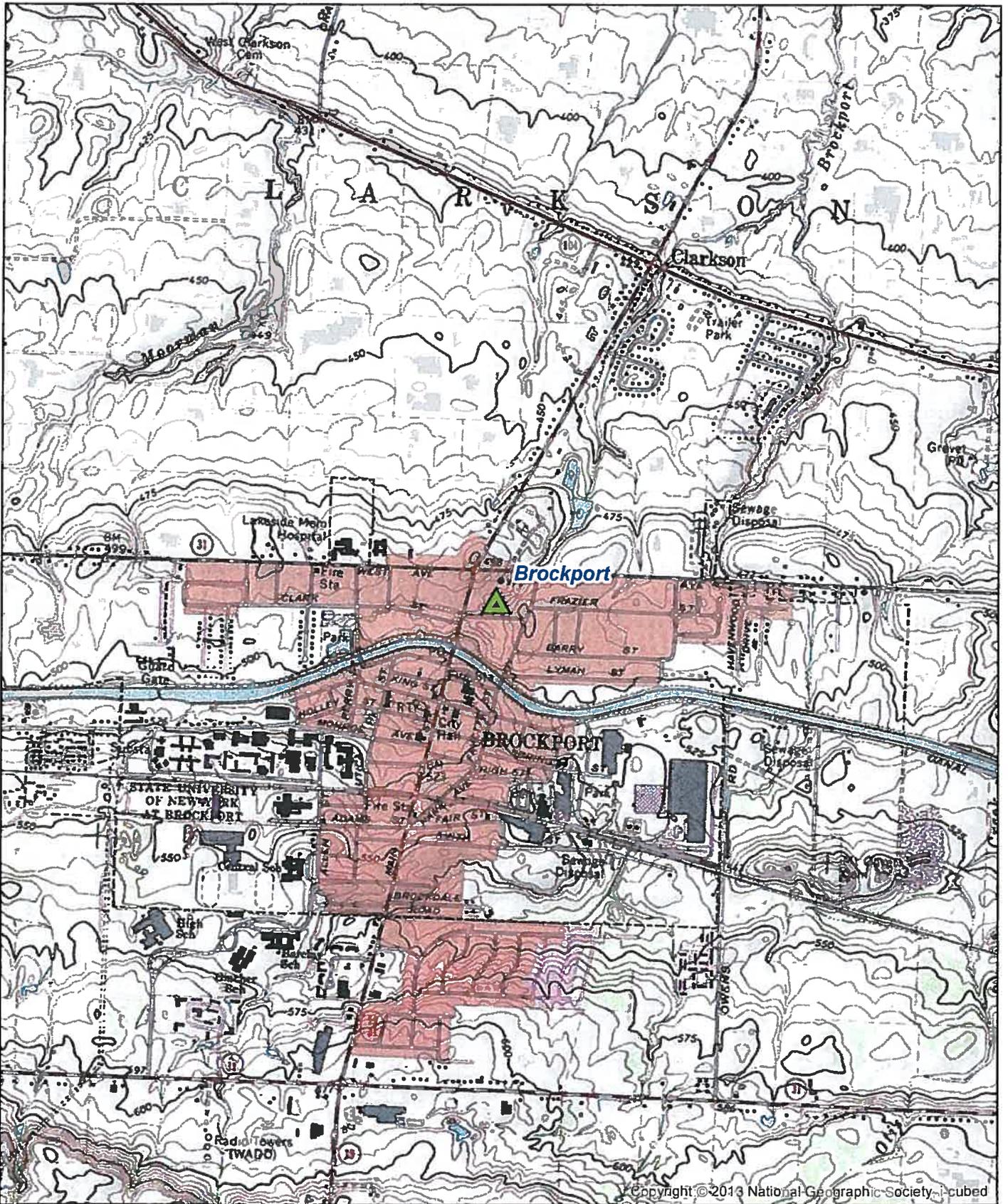
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<sup>2</sup> NatureServe, 2013, NatureServe Explorer: An online encyclopedia of life [web application], Version 7.1, *Myotis septentrionalis*, n.d., <[www.natureserve.org](http://www.natureserve.org)> (accessed November 13, 2013).



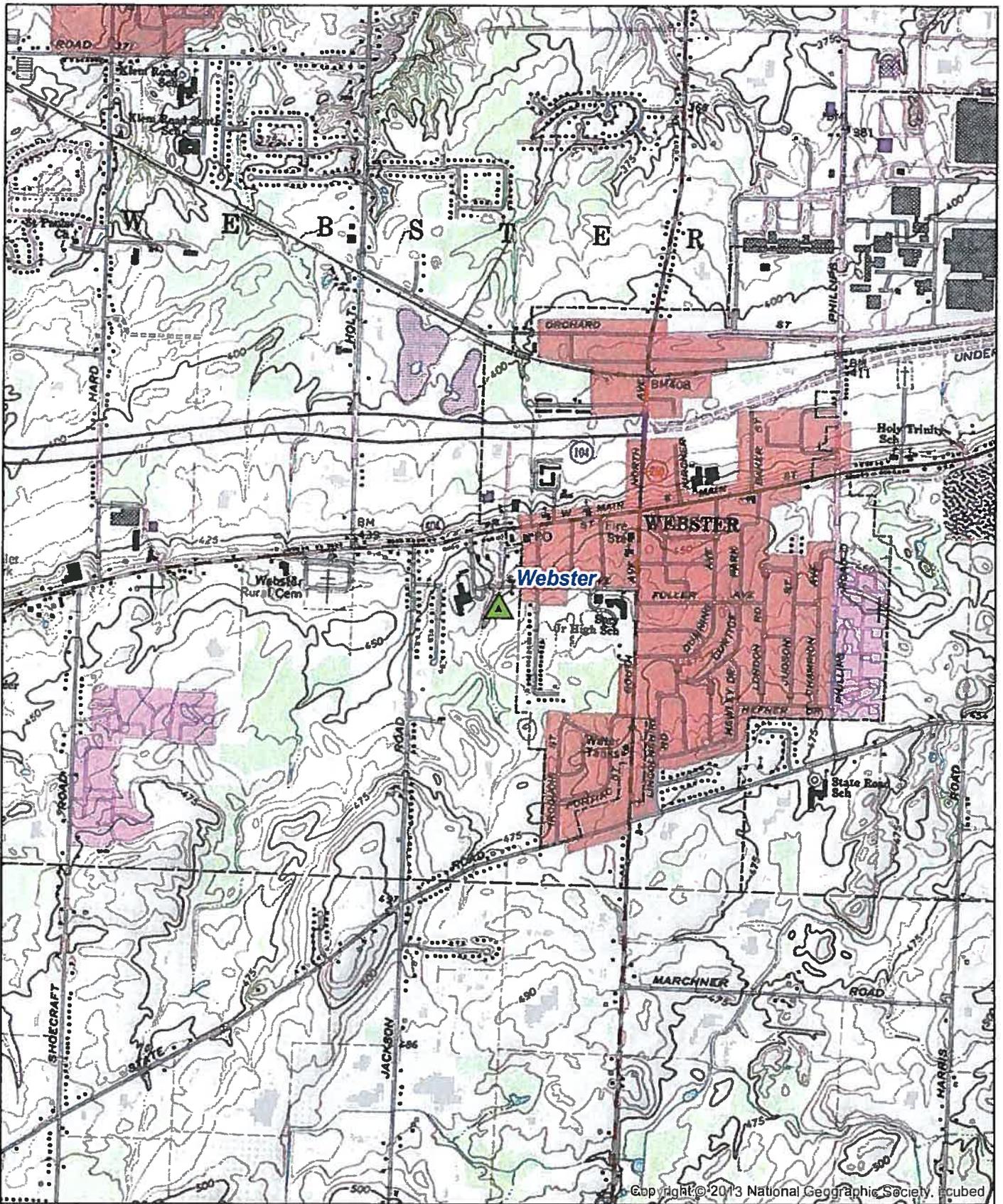
Copyright © 2013 National Geographic Society, Inc.

		<p align="center"><b>Project Location Map</b> <i>Chili</i></p>
<p>Scale 1" = 2000'</p>	<p>CHA File No: 28157</p>	<p align="center">Monroe County Public Safety Communications Project Monroe County, NY Clifton USGS Quadrangle</p>



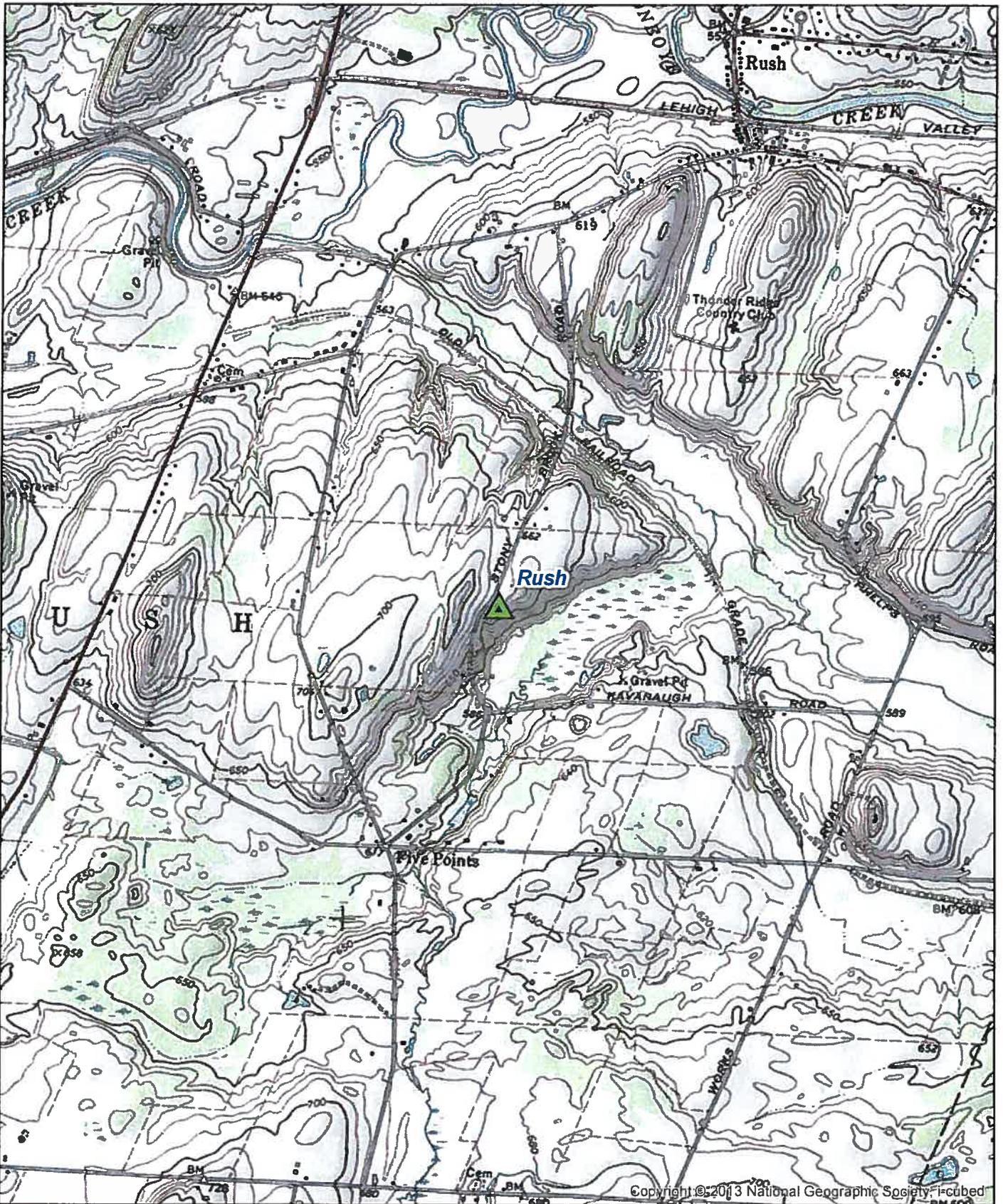
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	<p><b>CHA</b> design/construction solutions</p>	<p><b>Project Location Map</b> <i>Brockport</i></p>
<p>Scale 1" = 2000'</p>	<p>CHA File No: 28157</p>	<p>Monroe County Public Safety Communications Project Monroe County, NY Brockport USGS Quadrangle</p>



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		<p align="center"><b>Project Location Map</b> <i>Webster</i></p>	
		<p>Scale 1" = 2000'</p>	<p>CHA File No: 28157</p>



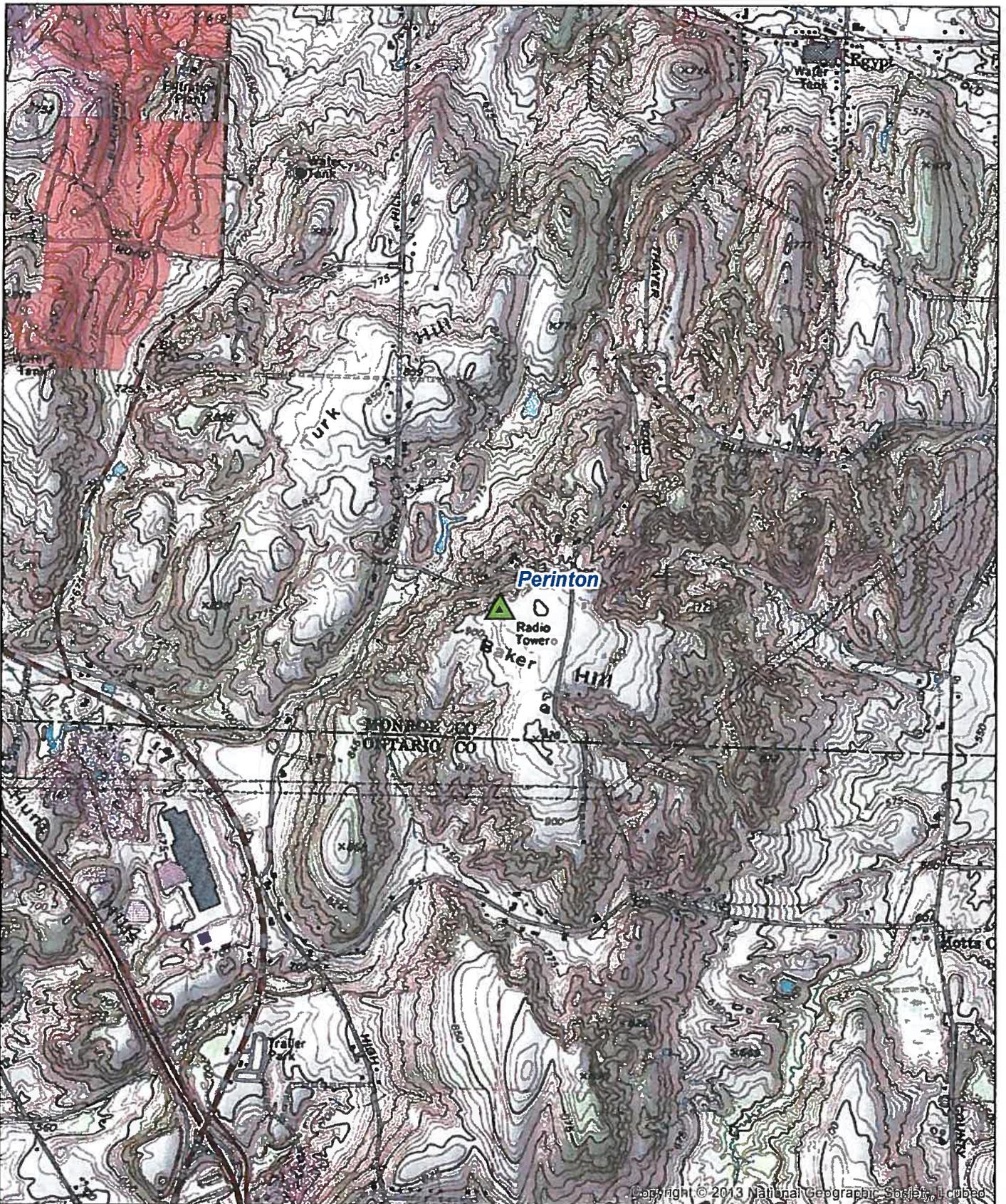
**CHA**  
design/construction solutions

Scale 1" = 2000'

CHA File No:  
28157

**Project Location Map**  
*Rush*

**Monroe County Public Safety  
Communications Project  
Monroe County, NY  
USGS Quadrangles**



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	<p><b>CHA</b> design/construction solutions</p>	<p><b>Project Location Map</b> <i>Perinton</i></p>
	<p>Scale 1" = 2000'</p>	<p>CHA File No: 28157</p>
		<p><b>Monroe County Public Safety Communications Project Monroe County, NY Fairport USGS Quadrangle</b></p>



Joe Martens  
Commissioner

2012

**Guidelines for Consultation with NY Natural Heritage  
regarding  
Proposed Collocations of Telecommunication Facilities on Existing Towers and Buildings**

Regarding reviews of the databases of the New York Natural Heritage Program for rare, endangered, or threatened species in the vicinity of proposed telecommunication equipment to be collocated on existing telecommunications towers and on existing buildings: New York Natural Heritage has no records of rare or listed species which would be of concern, and therefore does not require a consultation with NY Natural Heritage, for any communication facilities projects that meet one of three criteria below:

- 1) New antennae or panels on existing towers, or new communications equipment installed within existing fenced equipment areas, provided that all new work is confined within existing equipment areas, no previously undisturbed land is disturbed, and no new access roads or expansion of existing access roads is involved.
- 2) New or existing towers, antennae, and associated equipment installed at a location currently wholly occupied by lawn, pavement and/or gravel.
- 3) New or existing towers, antennae, and associated equipment installed on or in existing buildings, rooftops, billboards, or bridges, with the exception of the buildings and bridges with peregrine falcon nests listed later in this letter.

For projects which meet the above criteria, we do not have any records of rare species or significant natural communities which will be of concern in relation to the proposed projects. Therefore, in these cases, separate consultation with the New York Natural Heritage Program is not necessary for a project sponsor to complete the environmental assessment required by the FCC; this letter may serve as a finding of no known impacts on state-listed species or on other rare species. This determination may be reconsidered at any time should additional information on communication facility projects or on rare species become available. Please note that neither this office, nor the NYS DEC Endangered Species Unit, need to be consulted in the future regarding communication facilities and equipment collocated on existing towers in New York State, nor for those located on buildings and bridges except for those listed below.

The NYS DEC Endangered Species Unit offers this guidance regarding cellular communication facilities atop buildings in urban areas: There is not a concern with regards to peregrine falcons when new antennas or communications towers and associated equipment are proposed, or existing ones modified, unless they are actually on the same building or bridge that

a nest is located on. Projects located in adjacent areas will not have a significant impact on this species. If the projects are proposed for construction on the same building or bridge as a nest or breeding pair, then please contact the Endangered Species Unit for further consultation at 625 Broadway, Albany, NY, 12233-4754.

For your reference, peregrine falcon nests currently occur on the following buildings and bridges in the following major urban areas:

New York City buildings:

- \$ Cornell Medical College, 68<sup>th</sup> Street and York Avenue
- \$ Wall Street: 48 Wall Street at Nassau Ave., and at 55 Water Street
- \$ Riverside Church, Riverside Drive and 120<sup>th</sup>
- \$ Met Life Building, 200 Park Avenue
- \$ Candler Building, W 42<sup>nd</sup> and Fashion Avenue (near Times Square)
- \$ Pier 57

New York City bridges:

- \$ Verrazano Narrows, Throgs Neck, Hell Gate Railroad, Triborough, Outerbridge Crossing, Marine Parkway, Goethals, George Washington, Bayonne, Brooklyn, Broadway, Williamsburg, Park Avenue Railroad
- \$ Town of Hempstead, Nassau County – Nassau County Medical Center, East Meadow
- \$ Town of Islip, Suffolk County – Captree Island Bridge
- \$ Buffalo – Statler Building (Franklin and West Genessee Streets), City Hall (Niagara Square), Central Terminal, and State University at Buffalo-s South Campus
- \$ Rochester – Times Square Building, Powers Building, Eastman Kodak Building, and Marine Midland Plaza Building
- \$ Syracuse – State Tower Building (South Warren Street)
- \$ Binghamton – Exchange Street
- \$ Albany – Dunn Memorial Bridge
- \$ Troy – Collar City (Route 7) Bridge
- \$ Hudson River Bridges – Tappan Zee, Newburgh-Beacon, Kingston-Rhinecliff, Mid-Hudson, Rip van Winkle, Castleton-on-Hudson, and Bear Mountain
- \$ Ogdensburg – Ogdensburg Bridge
- \$ Grand Island/Niagara Falls – North and South Grand Island Bridges (I-190 over Niagara River)

For proposed telecommunications facilities which do not meet the above criteria, including those projects involving the construction of new towers, please submit a request to the New York Natural Heritage Program for a review of any rare or listed species in the vicinity of the proposed project. Directions for submitting a request can be found at <http://www.dec.ny.gov/animals/31181.html>, or can be provided by NY Natural Heritage.

If you have any questions regarding these determinations, please contact our office.



## United States Department of the Interior

FISH AND WILDLIFE SERVICE

3817 LUKER ROAD  
CORTLAND, NY 13045

December 21, 2001

Mr. Dan Abeyta  
Federal Communications Commission  
445 12th Street Southeast, Suite 4A-236  
Washington, DC 20554

Dear Mr. Abeyta:

This letter is in reference to requests for information on the presence of Federally listed endangered or threatened species in the vicinity of certain existing or proposed communications towers, antennas, and associated equipment in New York State. It updates our similar letter of April 18, 2001, to reflect a change in the contact information for the New York State Department of Environmental Conservation, and adds a fifth recommendation regarding measures to reduce migratory bird mortality.

This correspondence is intended to address the following types of communications facilities:

1. New antennas on existing towers with any new associated equipment installed only within the existing previously disturbed equipment areas.
2. New or existing towers, antennas, and associated equipment installed on or in existing buildings, rooftops, billboards, basements, or bridges, or located in previously disturbed areas (manicured lawns, paved, graveled, or otherwise unvegetated areas).

Except for occasional transient individuals, no Federally listed or proposed endangered or threatened species under our jurisdiction are known to exist in the project impact areas for the types of projects described above. In addition, no habitat in the project impact areas is currently designated or proposed "critical habitat" in accordance with provisions of the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.). Therefore, no Biological Assessment or further Section 7 consultation under the Endangered Species Act is required with the U.S. Fish and Wildlife Service (Service). Should project plans change, or if additional information on listed or proposed species or critical habitat becomes available, this determination may be reconsidered.

The above comments pertaining to endangered species under our jurisdiction are provided pursuant to the Endangered Species Act. This response does not preclude additional Service comments under other legislation.

By copy of this letter we are also advising consultants and project sponsors that they do not have to contact this office for information on the presence of Federally listed endangered or threatened species for the types of projects described above.

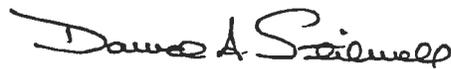
For projects on buildings, rooftops, or bridges as described above, the New York State Department of Environmental Conservation (State) requests that you be advised that the peregrine falcon (*Falco peregrinus*), listed as endangered by the State of New York, may occur in the vicinity of such projects located in the following areas: the New York City Area (including Nassau County), Albany, Binghamton, Buffalo, Rochester, and the Hudson River up to Albany. These projects should, therefore, be coordinated with the State. The State contact for the peregrine falcon is Mr. Peter Nye, Endangered Species Unit, 625 Broadway, Albany, NY 12233 (telephone: [518] 402-8859).

To reduce the potential for migratory bird mortality, it is recommended that:

1. The height of any individual tower be reduced to less than 200 feet.
2. Individual towers be co-located on an existing structure or within an antenna farm.
3. Lighting should be avoided, but if required, only white strobe lights are used.
4. Guy wires should be avoided.
5. If the proposed tower does require guy wires, daytime visual markers should be placed on the guy wires to prevent avian collisions.

Should you have any questions regarding these comments, please contact Mark Clough or Michael Stoll at (607) 753-9334.

Sincerely,



David A. Stilwell  
Field Supervisor

cc: Consultants List  
NYSDEC, Albany, NY (Endangered Species Unit, Attn: P. Nye)



# Department of Transportation

Monroe County, New York

**Maggie Brooks**  
*County Executive*

**Terrence J. Rice, P.E.**  
*Director*

May 8, 2014

Harry Donahue  
Director of Public Works  
Village of Brockport  
49 State Street  
Brockport, New York 14420

**RE: ALL SEASONS AGREEMENT**

Dear Mr. Donahue:

Enclosed are three (3) copies of the *All Seasons County/Village Work Agreement* for 2014. The term of the agreement is from January 1, 2014 through December 31, 2014 with additional one-year term extensions "upon mutual consent of the parties for additional one-year terms for a maximum agreement term of three years ending December 31, 2016." Please have the agreement authorized by your Village Board and signed/notarized accordingly.

This agreement is the same agreement that was executed in 2007 with other towns and villages in Monroe County. Since that time, the County has changed its' insurance requirements as written in the agreement. Please see the attached *Monroe County Summary of Vendor Insurance Requirements Checklist* for your reference and use when submitting the required proof of insurances.

This agreement also contains Appendices A & B for 2014 which indicates the fringe rates to be used in 2014. The fringe rates used for this agreement are either the actual village fringe rate as calculated by our Controllers Office using data provided by the Village or the County's calculated rate if the Village rate is higher. Currently, we have no calculated fringe rate data on file for the Village of Brockport, therefore, for purposes of the agreement, the fringe rates used for 2014 will be the maximum value allowed which is the Monroe County rate. Next year, we may adjust your fringe rate based on your 2014 calculated rate.

Once your Village Board authorizes this agreement, please return all copies of the agreement as well as copies of the Resolution and insurance to: Joyce Cordello, Principal Permit Assistant, Monroe County, Department of Transportation, 50 West Main Street, Rochester, NY 14614. Once all the documents are received and complete, I will execute the agreement and return a fully executed original to you.

If you have any questions regarding this agreement, please contact Tim Frelier at 753-7731 or me.

Sincerely,

Terrence J. Rice, P.E.  
Director of Transportation

Attached

cc: T. Frelier  
A. Mazzo, MC Law Department  
File

## Monroe County Summary of Vendor Insurance Requirements

Check

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

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

2. Provide the following Insurance Coverages:

A. General Liability Insurance

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

B. Professional Liability Insurance (if applicable) (not applicable for permits) \_\_\_\_\_

- 1) \$1 million per occurrence \_\_\_\_\_
- 2) \$3 million aggregate \_\_\_\_\_
- 3) DO NOT name Monroe County as additional insured \_\_\_\_\_

C. Automobile Liability Insurance

- 1) \$1 million per occurrence for bodily injury and property damage \_\_\_\_\_
- 2) Name **Monroe County** as additional insured and provide additional insured endorsement showing same (NOTE: ACORD Form alone is INSUFFICIENT for additional insured proof) \_\_\_\_\_

D. Workers Compensation Insurance (obtain forms from NYS Workers Comp website [www.wcb.ny.gov](http://www.wcb.ny.gov)). Provide one of these certificates, depending upon vendor's business and employees: \_\_\_\_\_

- 1) C-105.2 (or U-26.3) \_\_\_\_\_
- 2) SI-12 (or GSI 105.2) \_\_\_\_\_
- 3) CE-200 \_\_\_\_\_

NOTE: ACORD Form alone is INSUFFICIENT

E. Disability Benefits Insurance (obtain from [www.wcb.ny.gov](http://www.wcb.ny.gov)). Provide one of these certificates, depending upon type of coverage: \_\_\_\_\_

- 1) DB-120.1 \_\_\_\_\_
- 2) DB-155 \_\_\_\_\_
- 3) CE-200 \_\_\_\_\_

NOTE: ACORD Form alone is INSUFFICIENT

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**ALL SEASONS COUNTY/VILLAGE WORK AGREEMENT**

THIS AGREEMENT, this 7th day of May, 2014, by and between the County of Monroe, a municipal corporation having its office and place of business in the County Office Building, 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "County", and the **Village of Brockport** a municipal corporation within the County of Monroe, having its office and place of business at **49 State Street, Brockport, New York 14420**, hereinafter referred to as the "Village".

**WITNESSETH:**

WHEREAS, the County owns, operates, and maintains a highway system in the Villages and villages of the County, and

WHEREAS, the County Superintendent of Highways has authorized this Intermunicipal Agreement under the provisions of Monroe County Code, Article C6-19(B)(7), and

WHEREAS, the Mayor of the Village has authorized this Intermunicipal Agreement pursuant to the Village Board Resolution No. \_\_\_\_\_ of 2014, and

WHEREAS, the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads, and

WHEREAS, the County funds may be expended for maintenance and repair of County roads, and

WHEREAS, the County desires to contract with the Village for planned county road and bridge work, including highway resurfacing and reconstruction, bridge rehabilitation and replacement, and other planned construction work to be paid on an hourly labor and cost of Equipment basis ("Planned Work"), and

WHEREAS, the County desires to contract with the Village for unplanned road repairs and service responses, and snow and ice build-up removal, to be paid on an hourly Labor and Equipment basis ("Unplanned Work"), and

WHEREAS, the parties shall refer to Planned Work and Unplanned Work collectively as "Hourly Work", and

WHEREAS, the County may contract with the Village for roadside mowing, dead animal pickup and roadside pickup, all of which shall be paid on a unit cost per the rates of Appendix "B" ("MAR Services"), and

WHEREAS, the parties shall refer to Hourly Work and MAR Services collectively as "County Work", and

WHEREAS, the Village represents that it has appropriate equipment, personnel, and support to perform County Work,

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth, and pursuant to Sections 135,135-a and 142-d of the New York State Highway Law, the parties hereto mutually agree that the Village will perform County Work on County roads, and that the County will reimburse the Village in the manner described herein.

### GENERAL CONDITIONS

1. The term of this Agreement shall be January 1, 2014 through December 31, 2014. However, the Agreement may be renewed upon the mutual written consent of the parties for additional one-year terms, for a maximum Agreement term of three (3) years.
2. The Village hereby agrees to perform County Work on designated County roads according to the terms described herein, and according to project agreements and work orders to be executed between the parties for County Work.
3. The Village in which County work on designated County Roads is required shall have the first right to perform said County Work. In the event the Village is unable or unwilling to perform the necessary County Work the County shall have the right to subcontract with any other town or village it shall choose.
4. From time to time, the parties may use one another's equipment and machinery (hereafter "Equipment") for County Work. In exchange for payment according to the Current New York State Department of Transportation Equipment Rental Rate Schedule ("NYSDOT Schedule"), and subject to availability, the Village agrees to provide the County with Equipment listed on the latest Village Equipment inventory at any time and place within Monroe County, upon reasonable request of the County Superintendent of Highways, or designee. In the event that the Village should request and obtain County Equipment for County Work, the Village shall not be paid rental fees according to the NYSDOT Schedule for such borrowed Equipment. If the Village does not possess Equipment necessary to perform County Work, the Village or County may obtain Equipment from another village or town to complete County Work, and the County shall tender payment to the other village or town for the use of such Equipment.
5. The Village will maintain its Equipment in serviceable condition at its own expense during the term of this Agreement. The Village will furnish and pay for all supplies, including but not limited to petroleum products and tires necessary for the operation of the Equipment. The Village shall utilize the appropriate Equipment for all tasks required to perform the County Work. The County shall have no responsibility for the care, maintenance or repair of such Equipment.
6. The Village shall furnish qualified and licensed operators for such Equipment that require operators, and will provide additional labor as requested and as approved by the County. The operators and other labor shall be paid by the Village, which shall also carry State required workers' compensation insurance for such personnel.
7. The Village shall furnish and make available for the performance of County Work: small tools, including picks, shovels, and other implements necessary for County Work. The use of small tools shall not be the subject of any additional charge to the County.

8. The Village shall mark all sites for County Work with the proper warning lights, barricades and signs in accordance with the most recent ADOPTED MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES BY NEW YORK STATE, or as required by the County Superintendent of Highways, or designee. No work shall commence until required traffic measures and controls are in place. Signs shall remain in place until directed to be removed by the County Superintendent of Highways or designee.
9. The Village shall equip all trucks, tractors and other vehicles working in or along the roads with hazard or warning signs and/or lights as required by law, and these lights must be used when vehicles are parked or standing, or moving at slow speed along the road.
10. The Village shall equip and require its employees working in or along the County right-of-way to wear long pants, shirts with sleeves, and personal safety protective gear, including but not limited to hard hats, reflective vests, and protective footwear which shall comply with ANSI standards.
11. The Village shall be fully responsible for compliance with all applicable safety rules, regulations, laws, statutes and ordinances which pertain to the performance of County Work, and shall indemnify the County pursuant to paragraph 35 for any failure to so comply.
12. If the Village has insufficient Village labor crews to perform Planned County Work, the Village may sub-contract Planned County Work to another village or town, (hereinafter referred to as "Sub") in Monroe County to complete a portion of the Planned County Work. However, except as described in paragraph 21, the Village shall remain responsible to the County for the obligations delegated to the Sub under this Agreement.
13. If the parties cannot agree to the terms of a project agreement or work order, the County shall perform the work with County forces or contract with another village or town for such services.

### HOURLY WORK

14. The County shall issue a Project Agreement or Work Order for all Hourly Work which shall be paid on an hourly basis (Labor and Equipment) according to rates described in Sections 4 and 23, and in Appendix "A". The Village shall not commence work until a project agreement or work order has been executed by the County and the Village Highway Superintendent or Commissioner of Public Works.
15. The County shall furnish the Village with a list of approved purchase orders. The Village shall use these purchase orders when obtaining material for authorized Hourly Work. The County shall be responsible for payment to vendors only for authorized purchases by the Village. The County shall not reimburse the Village for unauthorized purchases. In the event material is removed from the Village inventory, the County shall pay the reasonable cost of such material. If the Village must purchase material for Hourly Work, the County shall reimburse the Village at a rate to be agreed upon by the parties.
16. Pursuant to Labor Law Section 220, the normal workday shall be eight (8) hours. In all cases in which the Village performs Hourly Work, the Village shall establish its own hours and procedures subject to the requirements of the New York Labor Law. Travel time up to a maximum of fifteen (15) minutes to and from the work site will be reimbursed by the County

for work within the Village, and adjusted accordingly for work in other Villages by actual measurement. Any additional travel time shall not be at the County's expense. Except as provided in Section 17, payment shall be made for actual hours worked per day, including authorized travel time. **PRIOR APPROVAL FROM THE COUNTY HIGHWAY MAINTENANCE MANAGER IS REQUIRED FOR AUTHORIZATION OF OVERTIME HOURS.** In cases in which the Village performs MAR Services, the Village shall establish its own hours consistent with the New York Labor Law.

17. In the event inclement weather disrupts the normal work operations for Hourly Work, the County shall reimburse the Village for labor at the rate of four (4) hours of pay for the first four (4) hours or less of actual work, unless other County Work can be found for Village forces to complete for the remainder of the four hour period. Equipment shall be reimbursed only for actual hours of operation.
18. The Village that executes the project agreement or work order (the "Lead Village"), hereinafter referred to as "Lead" shall collect, organize, code, and provide materials tickets to the County on at least a weekly basis for review and approval by the County Highway Superintendent or designee.
19. The Lead shall complete daily maintenance reports of all authorized projects in process and provide an original on at least a weekly basis to the County for review and approval by the County Highway Superintendent or designee. The daily maintenance reports must indicate daily labor, equipment/machinery, and materials costs, including unit costs, extensions and total costs, and totals costs to date.
20. The County Highway Superintendent or designee shall pick up the materials tickets and the original daily maintenance reports from the Lead on a weekly basis.
21. If the Lead has subcontracted Labor and Equipment to a Sub, the Lead shall include the Sub's daily maintenance reports in the Lead 's submittal to the County in accordance with Sections 19 and 20 of this Agreement. If a Lead has subcontracted Labor and Equipment to a Sub, the Sub shall complete the daily maintenance reports and either deliver the original signed daily maintenance report or fax a copy of the report to the Lead for signature by the Lead 's foreman.
22. The Lead and Sub's are required to produce and submit to the County, a bill/invoice for reimbursement of their Labor and Equipment expenses. In no event shall the Lead be responsible for preparing and submitting a bill/invoice for the work of the Sub. The Sub shall submit its claims to the County in accordance with Section 33 of this Agreement.
23. The County shall reimburse the Lead for labor costs for authorized Hourly Work. Such labor costs shall include the hourly labor rate, increased by an additional amount for fringe rates ("Loaded Labor Rate"). (MAR Services shall be paid on a unit cost basis per the rates in Appendix "B" pursuant to Section 32.)
24. For each year of this Agreement, the County shall pay a fringe benefit rate for all full and part time Village employees working regular and overtime hours for Hourly Work according to the applicable section of Appendix A attached hereto. The Village shall submit fringe benefit information to the County on an annual basis.

25. On an annual basis, the County shall prepare a list of Village employees and submit the list to the Village for corrections. The Village shall review the list, add and delete employees, and update the labor rates. The County shall revise the employee roster and labor rates in accordance with the Village's corrections. The County shall apply a fringe rate to each employee's labor rate and calculate Loaded Labor Rates for each full time and part time employee, including regular and overtime rates. The County shall provide the Village with the updated Loaded Labor Rates.
26. The County shall update the Village labor rates throughout each year of the Agreement to record Village labor rate changes, such as merit increases and cost of living increases. The Village is required to notify the County of changes in the employee roster or labor rates as of the effective date of such roster or labor rate changes.
27. With respect to snow and ice removal, the Village shall push back and haul snow from County highway rights-of-way, remove ice build-ups from pavements, and open culvert crossings or drainage ways obstructed by ice build-ups as authorized by a work order issued by the County.
28. From time to time, the County may request services of the Village for unplanned Work such as repair to County roads caused by storms, flooding, or other acts of God, customer services responses and other services requested by the County as authorized by a work order issued by the County.
29. All Unplanned Work shall require prior approval by the Monroe County Superintendent of Highways or designee. The County shall orally approve Unplanned Work, and shall confirm with a work order which shall identify the location and scope of work to be performed and which shall be signed by the parties.
30. The Village shall provide daily Labor and Equipment costs of Unplanned Work on the County Daily Maintenance Report form. These time records must include the work order number and the rates for Loaded Labor and Equipment currently in effect, and shall be reported by the Village to the County. The Village shall submit these forms to Monroe County Department of Transportation on a weekly basis.
31. Unplanned Work shall be reimbursed based on actual costs of Village Labor and Equipment used to perform the Work. Payment for Unplanned Work shall require a properly completed County claim voucher, a copy of the issued work order(s) and the daily time and cost records. The County shall reimburse the Village in accordance with the County's payment schedule (bi-weekly) during the term of the Agreement.

### MAR SERVICES

32. Dead Animal Pickup shall be paid by the centerline mile according to the rate set forth in Appendix "B". Roadside pickup and roadside mowing shall be paid on a lump sum basis according to Appendix "B". Roadside mowing, roadside pickup and dead animal pickup shall be paid according to the terms of Project Agreements which must be approved and signed between the County and Village prior to the commencement of MAR Services during the term of this Agreement. Rates for roadside mowing, roadside pickup and dead animal pickup shall be negotiated by the parties for any renewal of this Agreement.

## GENERAL TERMS

33. Except for MAR Services under paragraph 32, the County shall process Village claims for payment for work performed on a Labor and Equipment basis upon submission (to the Finance Division of the Department of Transportation) of a properly completed Monroe County claim voucher and a Village generated bill/invoice in a form acceptable to the County. The bill/invoice shall include project name and number and daily information regarding Labor and Equipment used.

The suggested format and required information included on the bill/invoice are as follows:

A columnar format with headings for employee number, name, date(s) worked, total hours worked, loaded labor rates, extensions. The Village should record the name and number of each employee working during the claim period, and record corresponding information for the dates and hours worked, total hours worked, loaded labor rates, extensions (total hours X loaded labor rates), and a grand total of the extensions. Overtime hours worked by an employee(s) should be recorded on a separate row with the actual hours worked and the loaded over time rate listed. The extensions should be totaled and recorded as Total Labor Costs at the bottom of the labor bill/invoice.

Village Equipment should also be in a columnar format with headings for Equipment number, date(s) used, total hours used, rental rates, and extensions. The Village should record the Equipment number used during the claim period, and record corresponding information for the dates and hours used, total hours used, rental rates for the piece of Equipment, extensions (total hours X rental rates), and a grand total of the extensions. The extensions should be totaled and recorded as Total Equipment Costs at the bottom of the Equipment bill/invoice. The County shall pay no overtime costs for Equipment.

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

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

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

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

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

Monroe County Department of Transportation  
CityPlace, Suite 6100  
50 West Main Street  
Rochester, New York 14614

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

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

35. The Village shall, at its own expense, indemnify and hold harmless the County, its officers, agents and employees from any and all fines, fees, penalties, attorney's fees, liabilities, judgments, costs, claims, causes of action, damages and expense arising out of the Village's negligence in performance of such work, labor or services by the Village, its agents, servants or employees under this Agreement, PROVIDING, however, that timely notice shall be given to the Village by the County of any claim, action or proceeding which may be filed or commenced against the County by reason of the performance of such work.

As a part of its obligation to indemnify and hold harmless the County, its officers, agents and employees, as set forth above, the Village agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below:

- A. Workers' Compensation Insurance: A policy covering the operations of the Village in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under the Agreement, whether performed by the Village or by its subcontractors. The Agreement shall be void and of no effect unless the Village making or executing same shall secure workers' compensation coverage for the benefits or, and keep insured during the life of said Agreement, such employees in compliance with the provisions of the Workers' Compensation Law. A certificate of insurance or other proof that workers' compensation coverage is in effect shall be provided before the start date of this Agreement.

B. Liability And Property Damage Insurance:

1. Contractor's Liability Insurance issued to the Village and covering the liability for damages imposed by law upon the Village with respect to all work performed by the Village under this Agreement naming the County as additional insured and in the amount of \$2,000,000 for each occurrence is required. All of the following coverage shall be included:

Comprehensive Form  
 Premises Operations  
 Products Completed Operations  
 Contractual Insurance covering the Hold Harmless Provision  
 Broad Form Property Damage  
 Independent Contractors  
 Personal Injury

2. Owner's and Contractor's Protective Liability Insurance Policy issued to the Village and naming Monroe County as an additional insured and covering the liability for damages imposed by law upon the Village for the acts or neglect of each of the Village subcontractors with respect to all work performed by said subcontractors under the Agreement.

3. Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

BODILY INJURY LIABILITY Single Limit	PROPERTY DAMAGE Single Limit
\$2,000,000 each person \$2,000,000 each occurrence	\$2,000,000 each occurrence
OR COMBINED SINGLE LIMIT	
\$2,000,000	

4. The limits of liability set forth above shall be per occurrence. A claims made policy is not acceptable.

C. Motor Vehicle Insurance:

Motor Vehicle Insurance issued to the Village and covering public liability and property damage on the Village's vehicles in the amount of:

BODILY INJURY LIABILITY	PROPERTY DAMAGE
\$2,000,000 each person \$2,000,000 each occurrence	\$2,000,000 each occurrence
OR COMBINED SINGLE LIMIT	
\$2,000,000	

- D. A currently and properly executed County-provided Certificate of Insurance, naming Monroe County as additional insured under the general liability policy covering all services to be provided by the Village pursuant to the Work Agreement, shall be submitted prior to issuance of payments, to the Office of the Monroe County Director of Transportation. This Certificate of Insurance shall be subject to the approval of the County Attorney.

All said insurance policies and certificates shall contain the following clause:

"In the event of any change or a cancellation of this policy, at least thirty (30) days notice thereof shall be given to the County Director of Transportation, at the Director's office."

- E. In the event a Certificate of Insurance is not available, the County will accept a self-insurance document on appropriate letterhead containing the following language:

"This is to advise you that the Village of Brockport is self-insured for worker's compensation, general liability and auto liability insurance and therefore cannot provide a certificate of insurance. If there is a change in the self-insured status of the Village of Brockport, the County of Monroe will be notified.

In any contract requiring indemnification of the County by the Village of Brockport, this letter is to represent that the Village of Brockport will hold harmless and indemnify the County for losses sustained resulting from such contracts.

The Village of Brockport will defend and indemnify the County for each such contract, for the period January 1, 2014 through December 31, 2014, through the Village of Brockport's self-insurance reserve.

- F. The initial term of this Agreement is one (1) year, January 1, 2014 through December 31, 2014. For every required insurance coverage that is for a period of time less than the full term, the Village shall provide proof of adequate insurance coverage at least forty-five (45) days before the expiration of the previous coverage.

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

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

Notice shall be given in writing to:

Employment Coordinator  
Monroe County Department of Social Services  
111 Westfall Road  
Rochester, New York 14620  
Fax: (585) 753-6322  
Telephone: (585) 753-6308

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

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

VILLAGE OF BROCKPORT

By \_\_\_\_\_  
Margaret B. Blackman, Mayor

COUNTY OF MONROE

By \_\_\_\_\_  
Terrence J. Rice, P.E.  
County Superintendent of Highways

State of New York    )  
County of Monroe    ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret B. Blackman, 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    )  
County of Monroe    )

On the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence J. Rice, P.E., 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**APPENDIX A**

**FRINGE RATES TO BE PAID PER LABOR HOUR FOR 2014  
(Brockport)**

<b>ALL HOURLY WORK</b>	
Full Time/Regular Hours	56.76%
Full Time/Overtime Hours	24.35%
Part Time/Regular Hours	10.71%
Part Time/Overtime Hours	10.71%

**APPENDIX B**

**MAR SERVICES**

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

Altec Capital Services  
 33 Inverness Center Parkway  
 Suite 200  
 Birmingham, Alabama 35242  
 May 15, 2014

*Re: bucket trucks*



Estimated Lease Quote for

**Village of Brockport**  
 2015 LR7-60E70RM M2-106 4x2

Altec Capital Services is pleased to offer you financing for your utility equipment. You can choose from any of these rates and terms:

	<b>Municipal Lease Purchase</b>		
	<b>\$1-Buyout Annual Payments</b>		
Total Bid Price*	\$163,239		\$163,239
Lease Term (in years)	5		0
Residual	\$1		\$1
Lease Payment	<b>\$34,541</b>		<i>Invalid Term</i>

\*Refers to bid price based on base unit before options are included, all payments due in advance (at lease commencement).  
 \*\*Payments do not include sales tax or license fees.  
 Submit ACS Credit Application for Credit Approval.  
 Taxes can be paid either upfront at time of registration (DMV) or Altec Capital can finance all applicable sales taxes for you.  
 This quote is valid for seven days, an updated quote will be necessary if the lease acceptance date is after the seven day period.  
 Documentation Fee \$500

**Lease Descriptions**

**Lease Purchase:** A Capital Lease. The Lessee makes a final payment and takes ownership (\$ 1- Buyout ) of the equipment at the end of the lease. It is treated for accounting purposes as if the equipment were purchased even though it has been financed over time. This form of lease is an installment purchase and includes a specified purchase option at end of term. For Accounting purposes, the equivalency to that of a loan. This Lease is structured so that the Lessee owns the equipment. This lease is intended to meet all requirements of a Municipal Lease Purchase.

**Requirements**

**Insurance:** A Minimum of \$1,000,000 Auto & General Liability Insurance must be maintained. Property Damage Insurance to cover the value of the unit. Proof and/or copy of Insurance Certificates must be furnished to ACS.

**Physical Damage Insurance:** Altec Capital Services, LLC offers Physical Damage Insurance. This is optional coverage offered by ACS which is designed to help mitigate risk. \$9 per thousand Annually. This annual insurance is for Physical Damage Insurance ONLY, deductibles will apply and does not cover your general or auto liability.

**Credit:** A completed ACS Credit Application must be submitted to receive definitive rates. You can obtain an ACS Credit Application by contacting the below account manager: A Security Deposit and/or Down Payment may be required. For transactions that exceed \$150,000, two years' audited and Interim financial statements are required in addition to two years' tax returns and possible financial statements from the Guarantors / Shareholders.

Contact: **Tim Greenfield**  
 Phone: **607-423-5231**  
 Fax: **205-408-8228**  
 Email: **tim.greenfield@altec.com**

\*\*ACS shall be entitled, after consultation with you, to change the pricing, terms, structure or amount of, or to eliminate, any of the facilities if ACS determines that such changes are necessary to fund the transaction at a rate equal to our cost of funds plus an acceptable spread and/or advisable to ensure a successful syndication of the transaction. The terms herein are subject to the arrangements in this paragraph.

## Housing Task Force

### Code Enforcement A Year in Review:

- March 2014 – Hiring of full time CEO, David Miller, former CEO from Lockport. bringing with him 6yrs of experience
- Miller is evaluating and making recommendations for dept. needs
- Miller was approved for upgrade of dept. software
- Temporary increase in the hours of part time CE clerk, Pam Krahe
- As the result of the above the board agreed to increase the hours of the anticipated part time CE assistant hire from 8 to 20hrs

The purpose of a Housing Task Force would be to review safety and quality of life issues in our community and produce fact-based reports and make recommendations.

Proposed Housing Task Force would initially be a six-month project. Meetings would be scheduled two times per month. Members would possibly consist of the CEO, liaisons to code enforcement, planning board member, and community members.

### Housing Task Force will review:

- Fee & fine schedules
- Coordination of efforts between code enforcement dept. and police dept.
- Annual Rental Registration of rental properties
- 3 strike policy – method of dealing with properties that have habitual life safety issues
- Tax incentives for property owners that invest in improvements to their properties
- Consolidation of CE records - dept. and its files need to be housed together
- Chapter 36 of housing code
- Complementary Programs such as:
  - Proactive Rental Inspection Program – Program can be found on “ChangeLabSolutions” website
  - Deconversion Incentive - rebates to owners of multi-family dwellings for converting those structures to single-family dwellings
  - Partner with Housing Visions - a non profit org, which renovates and manages residential rental properties

In addition a Housing Task Force would foster community involvement in the creation of community-based programs such as:

- Main Street LLC – private sector fueled, community led development group focused on redevelopment of commercial main street properties.
- Neighborhood Associations - a group of community members who organize to enhance the quality of life for their neighborhood.

Why do we need a Housing Task Force:

- We need to improve our overall quality of life, which includes making Brockport the place to live, work and play.



*Office of the Controller*  
Monroe County, New York

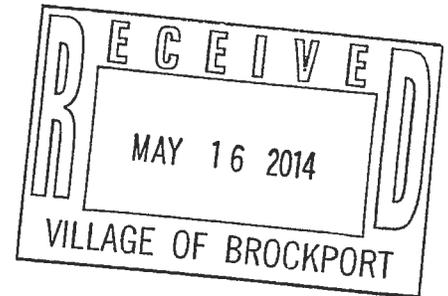
FYE

**Maggie Brooks**  
*County Executive*

**Anthony Feroce**  
*Controller*

May 15, 2014

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



**Subject: Monroe County Sales Tax Distribution for First Quarter 2014**

Dear Ms. Blackman:

Your village's share of the First Quarter 2014 sales tax receipts is \$387,770.94. This compares to \$375,057.49 distributed for the same quarter in 2013.

A copy of this letter, along with a check representing your village's distribution, has been sent to your Village Treasurer.

Please note, if the New York State Taxation and Finance Department, through its auditing process, uncovers any discrepancies with this quarter's reported amount, the figures may be adjusted thereby affecting future quarterly reporting periods.

If you have any questions, feel free to contact me at (585) 753-1157.

Sincerely,

Anthony Feroce  
*Controller*

xc: Village Treasurer, Village of Brockport

FYE



[www.RocLandlord.com](http://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 Agendas 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*  
Landlord workshops are funded by the City of Rochester and Monroe County

### Choose From

Date	Time
Saturday March 22, 2014 Webster	10:00AM to 5:00PM
Saturday April 26, 2014 The Housing Council	10:00AM to 5:00PM
Saturday May 31, 2014 Village of Brockport	10:00AM to 5:00PM

**Fee:**  
**\$45 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](http://www.RocLandlord.com)

*Make Check out to The Housing Council. Mail Registration to:  
The Housing Council, 75 College Ave., 4<sup>th</sup> 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 # \_\_\_\_\_