

**VILLAGE OF BROCKPORT  
VILLAGE BOARD - MEETING AGENDA  
Tuesday, February 28, 2012 7:00pm**

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices & refrain from texting
- **MOMENT OF SILENCE:** to honor those that serve our Country, enforce our laws, & respond to emergencies
- **GUESTS:**
  - Darrell Stewart – Brockport Merchants Association Wine Walk Event
- **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 if possible)
- **CONSENSUS ITEMS:**
  - Approval of minutes – 2/14 & 2/24
  - Approval of bills to be paid
- **MANAGER/TREASURER & CLERK REPORTS:**
  - Manager/Treasurer – Michael A. Giardino
    - FY 2012-2013 Budget preparation update
  - Clerk – Leslie Ann Morelli
- **DEPARTMENT REPORTS:** (Department Heads are in attendance the 4<sup>th</sup> Tuesday of each month)
  - Building / Zoning / Code Enforcement – Codes Officer Scott C. Zarnstorff
    - 2011 Report
  - Police – Police Chief Daniel P. Varrenti
  - Public Works – Superintendent Harry G. Donahue
    - Declare surplus request – old water meters
  - Fire / Ambulance – Chief Michael J. Henry
    - Training/Travel request – FDIC 4/15-4/21
- **PERSONNEL ITEMS:**
  - Resignations –
    - Accept resignation of Michael A. Giardino as Village Manager/Treasurer
    - Accept resignation of David Markham as Historic Preservation Board member
- **OLD BUSINESS:**
  - Re-schedule public hearing from 2/28 to 3/27 re accepting dedication of water mains, sanitary sewers, storm sewers, manholes, roadways, sidewalks & related infrastructure appurtenances – Sunflower Landing Sections 1 & 2
  - Resolution for mandatory referendum (6/19/12) re VC Chapter 59 Code Enforcement
  - Approve & authorize Mayor to execute Kenyon Street easement agreement
  - Update on parking ticket collection proposal
- **VILLAGE BOARD REPORTS:**
  - Mayor Maria Connie Castañeda
  - Trustee Margaret B. Blackman
  - Trustee Kent R. Blair
  - Trustee Carol L. Hannan
  - Trustee Scott W. Hunsinger
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**

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**Upcoming Village Board meetings:**

- 7pm Tuesday, 3/6 – Village Board work session
- 7pm Tuesday, 3/13 & 3/27 - Village Board meeting

**Vacancies:** Interested residents can submit position interest form to Village Clerk for the following:

- Ethics Board – to complete a 4-year term to 6/30/12
- Ethics Board – 4-year term to 6/30/15
- Parks Committee - 4-year term to 6/30/15
- Parks Committee - 4-year term to 6/30/15
- Historic Preservation Board – to complete a 3-year term to 6/30/12

Brockport Merchant's Association  
February 15<sup>th</sup>, 2012

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Proposal for  
Merchant's Wine Event

I.	SUMMARY.....	3
II.	INTRODUCTION .....	4
III.	NEEDS/PROBLEMS.....	5
IV.	GOALS/OBJECTIVES .....	5
V.	PROCEDURES/SCOPE OF WORK .....	5
VI.	TIMETABLE.....	6
VII.	BUDGET .....	6
VIII.	KEY PERSONNEL.....	7
IX.	EVALUATION .....	7
X.	ENDORSEMENTS .....	7
XI.	NEXT STEPS.....	7
XII.	APPENDIX .....	8

# I. Summary

This event proposal meeting and attached outline will serve as the scope and basis for our first "out-of-the-box" fundraising event hosted by the Brockport Merchant Association. This event is proposed to produce the necessary revenue to allow the BMA to participate in future events without solely relying on the BMA membership dues to sustain its current/future activities.

BMA member participation is needed to insure the success of this event and to position Brockport as a destination as a community that appreciates its businesses and residents alike.

## II. Introduction

In an effort to bring in fundraising revenue and additional clientele to the diverse Brockport service and retail establishments, this event was conceptualized in the Summer of 2011. But due to a compressed timeframe and critical information not completed, it was pushed off until the information was finalized and the timeframe deemed workable by the participants.

As demonstrated by the success of this style of event in Medina, Batavia, and Lockport, it was decided to invest the resources of the membership to see what the viability would be for our market.

The information discussed at the meeting and included in this proposal are as a result of these efforts. It is best to begin by explaining how and why your organization was founded. It is also a good idea to provide a mission statement so that your readers know who you are and what you do.

Your introduction can include information such as the purpose of your organization, a description of its activities, a description of its target population, and evidence to show that it is a healthy organization.

### III. Needs/Problems

- Merchant participation
- Winery participation
- Initial project cost
- Required insurance, permits, fees

### IV. Goals/Objectives

- Finalization of existing merchant member participation
- Finalization of winery/farmer participation
- Agreement of project cost (advertising, glassware, promotional items) and how they will be paid for
- Outline of required insurance, permits/applications, fees

### V. Procedures/Scope of Work

The BMA event group should expect the BMA members interested in participating in this event to confirm their intentions by February 22<sup>nd</sup>. The membership will appoint a member to act as person of contact. This individual will receive written acknowledgement from all of the members interesting in participating in this event.

The BMA event group should expect the wineries/farmers interested in participating in this event to confirm their intentions by February 22<sup>nd</sup>. The membership will appoint a member to act as person of contact. This individual will receive written acknowledgement from all of the wineries/farmers interesting in participating in this event.

Budgetary project cost and how they will be remunerated will be discussed at the meeting on February 15<sup>th</sup> and then sent to the BMA membership. All donations, cost participation and additional monies will be handled by the BMA Treasurer. It will be the charge of the BMA Treasurer to fully pay for these costs by the day of the event or by the Terms of Repayment outlined by each vendor. An itemized statement outlining repayment of all incurred costs for this event will be made available at the next BMA meeting in April.

The BMA event group should expect that all of the required insurance, permits/applications and fees be outlines to all of the participating BMA members. All insurance, permits/applications and fees will be the sole responsibility of the BMA member and any necessary "blanket event" insurance, permits/applications and fees will be handled at the responsibility of the BMA President/ VP.

## VI. Timetable

	Description of Work	End Dates
Phase One	Finalize the participants	February 22nd
Phase Two	Budget	February 18th
Phase Three	Finalization of event and operational items	February 25th

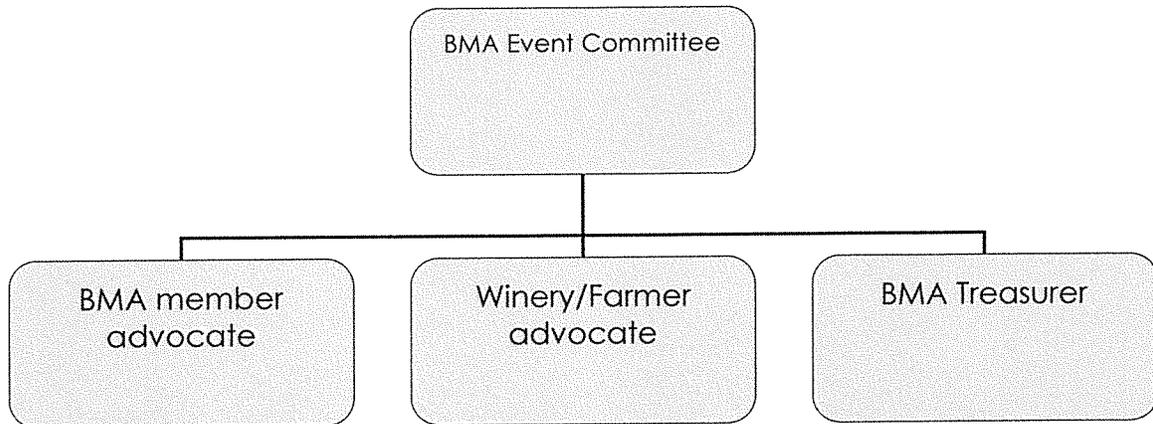
## VII. Budget

State the proposed costs and budget of the project. Also include information on how you intend to manage the budget.

	Description of Work	Anticipated Costs
Phase One	Advertising	TBD
Phase Two	Promotional items and glassware	TBD
Phase Three	Operational Expenses	TBD
	<b>Total</b>	<b>\$ 0.00</b>

## VIII. Key Personnel

List the key personnel who will be responsible for completion of the project, as well as other personnel involved in the project.



## IX. Evaluation

The BMA Event committee will produce an activity document that will be "live" throughout the project. The Event committee with the assistance of the BMA treasurer will produce a "Final Summary" to be distributed to the BMA membership at the April meeting.

## X. Endorsements

Provide the names and addresses of individuals and companies who support and endorse the project.

## XI. Next Steps

- All BMA members interested in participating should contact Pat Hawley at [patty@foyorganics.com](mailto:patty@foyorganics.com) or Darrell Stewart at [darrell.stewart@stewartinsa.com](mailto:darrell.stewart@stewartinsa.com) prior to February 22<sup>nd</sup> to be included in the project
- All BMA members should actively advertise and market this event to their customers, clients, business colleagues and social media outlets

## XII. Appendix

NYS Agriculture and Markets event cover letter (attached) and updated application (pending)



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
55 Hanson Place, Room 388  
Brooklyn, N.Y. 11217

Division of Agricultural Protection  
and Development Services  
(718) 722-2830  
(718) 722-2836 fax

Dear Farmers Market Sponsor:

This is in response to your inquiry regarding official designation of your market or event as a farmers' market to enable New York State wineries to participate and sell their wines by the bottle.

Attached is an application for official designation of your market or special farmers' market event as a bona fide farmers' market. This designation provides the legal basis for NY wineries to sell NY labeled wine by the bottle at farmers' markets under Section 76.5 of the Alcoholic Beverage Control Law. A "designated" market may be a regularly scheduled farmers' market, or a wine, food, craft or other one-time event that includes a farmers' market with bona fide farmers or agricultural producers

As of August 1, 2010, NY wineries no longer need to obtain "no fee" permits from the State Liquor Authority (SLA) to legally sell their NY labeled wines at farmers' markets officially designated as such by our Department. They will need only to be informed that the market has been officially "designated".

A farmers' market is defined as an assembly of two (2) or more independent farmers or producers who collectively sell a diverse array of locally grown agricultural products. Only bona fide producers of agricultural products (e.g. fruits and vegetables, dairy products, eggs, meat or poultry, ornamental plants or flowers, maple syrup, honey, and other processed products, like fruit preserves, that use the producer's farm-grown ingredients) can be considered farmers. To assure that at least two (2) farmers or producers attend, we recommend that at least three (3) farmers be recruited for the market/event in addition to any wineries that are expected to attend. The farmers market must be operated on a "not-for-profit" basis, i.e. operated "at cost" so as not to generate a "profit" to the sponsor from farmer fees.

Please use the name of the event in naming the market (e.g. XYZ festival farmers' market). In listing the hours for the market, please note that non-winery farmers' market vendors must be present on all days and hours during which NYS bottled wine is to be sold by participating wineries. Please note that wine sales may occur on Sunday(s) only from 10:00 a.m. to midnight.

Please complete and mail, fax, or e-mail the enclosed application form to us with a list of the farmers expected to participate (with address, telephone, and products to be sold). Upon our review and approval, we will send you a letter with a farmers' market designation certificate. If you have any questions or wish further help, please call me or Soni Singh at (718) 722-2830. We appreciate your interest in sponsoring a farmers' market event combining NY wines and other quality NY agricultural products.

Sincerely,

A handwritten signature in black ink that reads "Bob Lewis".

Bob Lewis  
Special Assistant for Market Development

Enclosures

# Village of Brockport Codes Office Summary 2011

Inspections	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
CEO	64	84	102	103	165	160	87	234	98	136	117	84	1434
2010 (CEO only)	55	78	96	115	141	152	136	138	101	79	64	54	1209
2010 (CEO & ACEO)	117	141	199	205	196	152	136	245	192	192	70	97	1942
2009 (CEO & ACEO)	143	183	224	272	328	232	181	156	176	254	100	125	2374

Type (from chart above)	Notice & Appearance	
	Orders	Tickets
1 <sup>st</sup> Quarter	3	0
2 <sup>nd</sup> Quarter	42	0
3 <sup>rd</sup> Quarter	27	9
4 <sup>th</sup> Quarter	32	14
2011	104	23
Type (from chart above)	N&O	AT
Trash/debris	11	2
Totes/dumpsters	5	3
Vehicles	11	
Property Maintenance	21	11
Brush/grass/weeds	25	1
Expired rental C of O	5	1
No RRRS	6	
Expired or no permit	3	
Furniture	3	
Trees/leaves/shrubs	3	
Safety/hazard	4	5
Other	7	

Inspection Types		604*
Code Compliance (see breakdown below)		394
Code Compliance Reinspections		186
Building Permit Inspections		15
Building Permit Reinspections		108
Periodic Inspections (residential rentals)		40
Periodic Reinspections		19
Periodic Inspections (commercial)		6
Periodic Reinspections		22
Other Inspections		1
Assist Police Department		35
Assist Fire Department		4
Assist Others		

*Code Compliance Type (from chart above)	604*
Trash	152
Trash Containers	76
Unlicensed Vehicles	16
Property Maintenance	41
Brush	45
House Numbers	9
Parking/Parking Tickets	43
Exterior use of Furniture	40
Safety/Hazard	78
No Permit	15
Signs	18
High Grass	66
Revelry/Gathering	0
Occupancy checks	5

January

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
17 Spring Street	M Schoeberl	C/O-Rental		\$150.00		01/06/2011	#####	Single-family
22 Lyman Street	DICA Inc	Bldg Permit	2115	\$85.00	\$7,200.00	01/12/2011	#####	Alterations
42 Monroe Ave	E Rinas	C/O-Rental		\$150.00		01/11/2011	#####	3-family
31 Erie Street	G Derwick	C/O-Rental		\$120.00		01/19/2011	#####	Rooming hrs
51 Monroe Ave	G Derwick	C/O-Rental		\$110.00		01/18/2011	#####	Rooming hrs
7 Cherry Dr	L VanDervort	Bldg Permit	2116	\$85.00	\$45,000.00	01/28/2011		Fire damage repair
173 Main Street	B Riddell	Demo Permit	2117	\$50.00	\$20,000.00	01/24/2011		Remove house
11 Erie Street	Bkpt Dinner	Operational Per		\$100.00		01/21/2011	#####	Assembly / Restaurant
89-95 West Ave	M Warren	C/O-Rental		\$150.00		10/15/2010	#####	Apartments
46 Main Street	T Hawley	C/C				01/28/2011	#####	New store renovations
152 Main Street	Nativity BVM	C/O				01/27/2011	#####	Parish office
396 Willowbrooke	The cabot Group	Sign Permit	2118	\$30.00	\$1,200.00	01/31/2011		Entrance sign replacment
13 Main Street	B Chapin	Bldg Permit	2119	\$220.00	\$20,000.00	08/08/2011		New store renovations
35 Union St	J Thon	Bldg Permit	2120	\$65.00	\$500.00	01/31/2011	#####	Remove kitchen remodel
		Building Permits	4	\$455.00	\$72,700.00			
		C/C	1					
		C/O	1					
		C/O-Rental	5	\$680.00				
		Operational Per	1	\$100.00				
		Demo	1	\$50.00				
		Other	0					
		Planning Board	0					
		Plumbing Lic	0					
		Sign	1	\$30.00	\$1,200.00			
		Violation	0					
		Zoning Board	0	\$0.00				
		January Totals	14	\$1,315.00	\$73,900.00			
		Year to date	14	\$1,315.00	\$73,900.00			
		YTD 2010	12	\$1,250.00	\$96,000.00			

February

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
22 Lyman Street	DICA Incorporated	C/C				02/01/2011	#####	Interior aterations
128 Monroe Ave	JKT Land Corp	C/O-Rental		\$100.00		08/18/2010	#####	Rooming Hse
43 Havenwood Dr	Anderson Water	Bldg Permit	2121	\$20.00	\$4,660	02/08/2011		Stand-by Generator
Sunflower Landing	Schultz Assoc	Planning Board		\$250.00		02/08/2011		Section 1 & Section 3
52 Fair Street	T Nocula	C/O-Rental		\$100.00		02/10/2011	#####	2 family tranfer of owner
259 Main Street	R Davis	C/O-Rental		\$100.00		01/25/2011	#####	2-family
45 State Street	G Christian	Bldg Permit	2122	\$40.00	\$5,000.00	02/11/2010		Relocate 2nd floor bathroc
67-71 Main Street	K Smith	Bldg Permit	2123	\$201.00	\$50,000.00	02/17/2011		3rd Floor apt
9 Glendale Rd	J Hand	Violation		\$250.00		02/15/2011		Violation of Ext PM
19 Cherry Dr	M Ulliman	Bldg Permit	2124	\$20.00	\$2,181.00	02/16/2011	#####	Existing wood stove
19 Cherry Dr	M Ulliman	C/C				02/16/2011	#####	Wood stove insert
50 Main Street	k Sovocool	Bldg Permit	2125	\$184.00	\$14,600.00	03/18/2011		Renovations Insurance of
74 Park Ave	M Winslow	Bldg Permit	2126	No chraga	\$700.00	02/22/2011		Handicapped ramp
153/157 Holley St	L Bradt	C/O-Rental		\$100.00		02/24/2011	#####	2-family
45/47 Clinton St	L Bradt	C/O-Rental		\$100.00		02/16/2011	#####	2-family
		Building Permits	6	\$465.00	\$77,141.00			
		C/C	2	\$0.00				
		C/O	0	\$0.00				
		C/O-Rental	5	\$500.00				
		Operational Per	0	\$0.00				
		Demo	0					
		Other	0					
		Planning Board	1	\$250.00				
		Plumbing Lic	0	\$0.00				
		Sign	0	\$0.00				
		Violation	1	\$250.00				
		Zoning Board	0					
		February Totals	15	\$1,465.00	\$77,141.00			
		Year to date	29	\$2,780.00	\$151,041.00			
		YTD 2010	32	\$5,184.00	\$649,910.00			

March

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
52 Main Street	G Hogan	C/O-Rental		\$50.00		03/01/2011	#####	2nd floor apt
61 Holley Street	G Dicker	C/O-Rental		\$50.00		03/02/2011	#####	Single-family home rental
26-28 Main St	P Hamlin	C/O-Rental		\$170.00		02/11/2011	#####	2nd & 3rd floor Apts
131 West Ave	B Donovan	C/O-Rental		\$50.00		04/10/2010	#####	Single-family home rental
11 Holley Street	Holley St Properties	C/O-Rental		\$150.00		02/03/2010	#####	Apartments
41 High St	J Thon	C/O-Rental		\$150.00		02/24/2011	#####	Apartments
41 High St	J Thon	Bldg Permit	2127	\$44.00	\$500	02/24/2011		Add laundry room baseme
2-6 Main Street	N Hart	C/O-Rental		\$150.00		10/22/2010	#####	Apartments
1 Clinton Street	Village of Bkpt	Bldg Permit	2128	\$0.00	\$3,000.00	03/01/2011		Added offices & file room
244 Main Street	K McCarthy	C/O-Rental		\$100.00		12/23/2010	#####	2-family
79 Main Street	J Mendez	C/O-Rental		\$150.00		02/14/2011	#####	Apartments
34 Main Street	C & S Saloon	Bldg Permit	2129	\$120.00	\$2,100	03/16/2011		Replace Ansul system
246 Holley Street	J George	C/C		<i>2079 Paid 5/25/10</i>		03/22/2011		Deck
246 Holley Street	J George	C/C		<i>1809 Paid 01-1-07</i>		03/22/2011		Garage roof
50 Main Street	D Stewart	Sign permit	2130	\$30.00	\$500	03/25/2011		Bldg mounted sign
74 Main St	T Chen	Operational Per		\$35.00		03/23/2011	#####	Kitchen Express
60 Erie Street	R Davis	C/C		<i>2097 Paid 8/16/10</i>		08/23/2010	#####	Add kitchen
28 College Street	Pensco Trust Co	C/O-Rental		\$50.00		03/29/2011	#####	Single-family home rental
		Building Permits	3	\$164.00	\$5,600.00			
		C/C	3					
		C/O	0					
		C/O-Rental	10	\$1,070.00				
		Operational Per	1	\$35.00				
		Demo	0					
		Other	0					
		Planning Board	0	\$0.00				
		Plumbing Lic	0	\$0.00				
		Sign	1	\$30.00	\$500.00			
		Violation	0					
		Zoning Board	0	\$0.00				
		March Totals	18	\$1,299.00	\$6,100.00			
		Year to date	47	\$4,079.00	\$157,141.00			
		YTD 2010	50	\$6,230.00	\$687,617.00			

April

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
85 Holley Street	S Barber	Bldg Permit	2131	\$65.00	\$850.00	04/06/2011	#####	Replace porch roof
103 Holley Street	Trevor Constructor	Bldg Permit	2132	\$85.00	\$10,000.00	04/08/2011		Repair fire damage
4 Market Street	J Burris	Sign Permit	2133	\$30.00	\$200.00	04/12/2011	#####	Next Level Barber Shop
9 Beach Street	S Tokarz	C/O-Rental		\$50.00		11/10/2010	#####	Single-family rental
84-86 South Ave	A Lamonica	C/O-Rental		\$50.00		04/11/2011	#####	2-family Owner/Occupant
85 Holley Street	S Barber	C/C		<i>2132 Paid 4/11/11</i>		04/15/2011	#####	Proch roof replacement
121 Clark Street	J Sullivan	Bldg Permit	2134	\$35.00		04/15/2011	#####	Existing deck
44 Westwood Dr	Master-Care	C/O		<i>2114 Paid 12/17/11</i>		04/29/2011	#####	CO Fire damage repair
		Building Permits	3	\$185.00	\$10,850.00			
		C/C	1					
		C/O	1					
		C/O-Rental	2	\$100.00				
		Operational Per	0	\$0.00				
		Demo	0	\$0.00				
		Other	0					
		Planning Board	0	\$0.00	\$0.00			
		Plumbing Lic	0					
		Sign	1	\$30.00	\$200.00			
		Violation	0					
		Zoning Board	0	\$0.00				
		April Totals	8	\$315.00	\$11,050.00			
		Year to date	55	\$4,394.00	\$168,191.00			
		YTD 2010	68	\$6,970.00	\$698,782.00			

May

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
136/138 Monroe Av	A Cole	C/O-Rental		\$80.00		05/03/2011	#####	2-family
2 Morgan Ct		C/C				05/03/2011	#####	Existing Deck
11-13 Market St	I Cancellieri	C/O-Rental		\$120.00		05/04/2011	#####	2nd floor Apt
35 Main Street	Villa Seta	C/O-Rental		\$120.00		04/28/2011	#####	3 2nd floor Apts
3 Beach Street	G Jian	Violation		\$2,000.00			#####	Occupancy violation
69 Clark Street	M Convery	C/O-Rental		\$70.00		05/09/2011	#####	1-family
13-15 South Ave	T Unger	C/O-Rental		\$150.00		05/10/2011	#####	3-family
147 Lyman Street	S Swartz	Bldg permit	2135	\$30.00	\$1,700.00	05/10/2011	#####	12x16 Shed
36 Coleman Creek	CC Chruch	Planning Board		\$50.00	\$75,000.00	05/10/2011		Parking lot expansion
121 Clark Street	J Sullivan	C/C	2134			05/11/2011	#####	Deck
233 Clark Street	E Charles	Bldg permit	2136	\$105.00	\$16,200.00	05/13/2011		Encl porch replacement
222 Main Street	Belmont	C/O-Rental		\$150.00		05/17/2011	#####	Village Center Apts
27 Gordon Street	T Drake	Bldg permit	2137	\$30.00	\$3,500.00	05/19/2011		Pool deck
2 Cailyn Way	Tra-Mac	C/O	1871			05/20/2011	#####	New home C/O
26 Kimberlin Dr	B Thomas	Bldg permit	2138	\$35.00	\$500.00	05/25/2011	#####	Freestanding Deck
121 Main St	Marks Pizza	Operational Per		\$35.00		05/25/2011		Food service annual FS
46 Monroe Ave	J Knapp	C/O-Rental		\$150.00		05/25/2011	#####	Apts rental C/O
187 Clark St	Sanz Electric	Bldg permit	2139	\$20.00	\$10,000.00	05/25/2011	#####	Generator
		Building Permits	5	\$220.00	\$31,900.00			
		C/C	2					
		C/O	1					
		C/O-Rental	7	\$840.00				
		Operational Per	1	\$35.00				
		Demo	0	\$0.00				
		Other	0					
		Planning Board	1	\$50.00	\$75,000.00			
		Plumbing Lic.	0					
		Sign	0	\$0.00	\$0.00			
		Violation	1	\$2,000.00				
		Zoning Board	0	\$0.00				
		May Totals	18	\$3,145.00	\$106,900.00			
		Year to date	73	\$7,539.00	\$275,091.00			
		YTD 2010	81	\$8,470.00	\$895,532.00			

June

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
141 Holley Street	J Fox	C/O-Rental		\$100.00		05/20/2011	#####	Rooming Hse
26 Clinton Street	J Terrigno	Operational Per		\$100.00		10/26/2011	10/28/2011	Bar PotA A-2 100+
60 Holley Street	Comerstone	Sign	2140	\$30.00	\$500.00	06/07/2011		Ext bldg sign
24 East Ave	MDR Constr	Building Permits	2141	\$390.00	\$310,000.00	06/17/2011		New Vet office bldg
187 Clark Street	A Best Constrction	Building Permits	2142	\$35.00	\$2,600.00	06/13/2011	#####	Re-place HC Ramp
147 Lyman Street	S Swartz	C/C	2135			06/15/2011	#####	Shed
19 Monroe Ave	T Mayer	C/O-Rental		\$100.00		06/21/2011	#####	2-family
147 Lyman Street	S Swartz	Bldg Permit	2143	\$50.00	\$8,000.00	06/23/2011		18by33 AG pool
25 Barry Street	D Toole	Bldg Permit	2144	\$35.00	\$1,800.00	06/27/2011		Deck
187 Clark Street	A Best Constrction	C/C	2142			06/27/2011	#####	Re-place HC Ramp
32 Cherry Dr.	M Davis	C/C	2111			06/27/2011	#####	Pool Deck
		Building Permits	4	\$510.00	\$322,400.00			
		C/C	3					
		C/O	0					
		C/O-Rental	2	\$200.00				
		Operational Per	1	\$100.00				
		Demo	0					
		Other	0					
		Planning Board	0	\$0.00				
		Plumbing Lic	0	\$0.00				
		Sign	1	\$30.00	\$500.00			
		Violation	0					
		Zoning Board	0	0	0			
		June Totals	11	\$840.00	\$322,900.00			
		Year to Date	84	\$8,379.00	\$597,991.00			
		YTD 2010	100	\$9,345.00	\$914,728.00			

July

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
39 Frazier St	R St George	Building Permits	2145	\$65.00	\$5,700	07/06/2011		3-season room
187 Clark St	Sanz Electric	C/C	2139	<i>Paid 5/25/11</i>		05/25/2011	#####	Generator
64 N. Main St	Sign lighting Serv	Sign	2146	\$30.00	\$1,020	06/07/2011		Sign replacement Pizza H
47 Park Ave	M Warren	Building Permits	2147	\$85.00	\$10,000	07/08/2011	#####	Open front porch
10 King Street	CCC	Demo	2148	\$50.00	\$55,000.00	07/13/2011		Demolition debris removal
65 Main Street	K Smith	Building Permits	2149	\$105.00	\$40,000	07/11/2011		Fire damage repair Apt 2
59 Havenwood Dr	K Rockow	Building Permits	2150	\$50.00	\$1,000	07/11/2011		24' A/G Pool
9 Main St	Nothnagle Relators	C/C				07/11/2011	#####	Tri-annual fire-safety
35 Main Street	Villa Seta	Violation		\$250.00		01/07/2011	#####	Occupancy violation
11 Main Street	V Sweet	C/O-Rental		\$50.00		07/12/2011	#####	2nd floor Apt
	B Peters	Plumbing Lic	2151	\$25.00		07/19/2011	#####	
10 King Street	CCC	Planning Board		\$0.00		07/12/2011		Pre-lim new bldg
13 Market Street	Crig Hayes	Building Permits	2152	\$121.00	\$5,000.00	07/21/2011		Remoding new tattoo shoo
26 Kimberlin Dr	B Thomas	C/C	2138	<i>paid 5/25/11</i>		07/20/2011	#####	Deck
23 Park Ave	D Webster	C/O-Rental		\$100.00		07/20/2011	#####	2-family rental
147 Barry Street	CS Cabinet Works	Building Permits	2153	\$145.00	\$12,000.00	07/27/2011	#####	Dormer addition
11 McCormick Ln	D Hibsch	Building Permits	2154	\$917.00	\$185,000.00	08/02/2011	11/28/2011	New home
26 Barry St	K Case	C/O-Rental		\$50.00		07/28/2011	#####	Single-family
24 East Ave	MDR Const	Bldg Permit	2141	\$109.00		07/28/2011		Adding plumbing permit
		Building Permits	8	\$1,597.00	\$258,700.00			
		C/C	3					
		C/O	0					
		C/O-Rental	3	\$200.00				
		Operational Per	0					
		Demo	1	\$50.00				
		Other	0					
		Planning Board	1	\$0.00				
		Plumbing Lic	1	\$25.00				
		Sign	1	\$30.00	\$1,020.00			
		Violation	1	\$250.00				
		Zoning Board	0	\$0.00	\$0.00			
		July Totals	19	\$2,152.00	\$259,720.00			
		Year to Date	103	\$10,531.00	\$857,711.00			
		YTD 2010	110	\$10,280.00	\$1,069,228.00			

August

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
44 Spring Street	Hal Brewster HP	Building Permits	2155	\$169.00	\$22,000.00	08/02/2011		Repair fire damage
25 Barry Street	D Grandell	C/C	2144	<i>Paid 6-27-11</i>		08/03/2011	#####	Deck
172 Main Street	Mr. G Rentals	C/O-Rental		\$100.00		08/08/2011	#####	Rooming hse
21 Kimberlin Dr	M Burstein	C/O-Rental		\$50.00		08/05/2011	#####	Single-family
65 Adams Street	G Nowakoski	C/O-Rental		\$100.00		08/04/2011	#####	2-family
148 Lyman Street	D Ross	Building Permits	2156	\$50.00	\$300.00	08/08/2011		Seasonal pool
54 Utica Street	L Bradt	C/O-Rental		\$180.00		08/04/2011	#####	Apts
57 N. Main Street	T Cotler	Sign	2157	\$30.00	\$500.00	08/12/2011		Images in Dance
57 N. Main Street	T Cotler	C/C				08/10/2011	#####	Images in Dance
100 Erie Street	D Acomb	C/O-Rental		\$100.00		08/11/2011	#####	Single-family
5 Pery St		Demo	2158	\$10.00	\$1,200.00	08/12/2011		Demo garage
26 N. Main Street	S Torrance	Planning Board		\$45.00		08/16/2011	#####	Aerobics Studio
28 McCormick Ln	D&S Develop	C/O	1928	<i>Paid 5-27-08</i>		08/16/2011	#####	New home
35 Union Street	J Thron	C/C	2120	<i>Paid 1-31-11</i>		08/17/2011	#####	New bedroom 2nd floor
238 Main Street	Brockport Rentals	C/O-Rental		\$100.00		08/19/2011	#####	2-family
59 Holley Street	M Rundel	C/O-Rental		\$100.00		08/22/2011	#####	Rooming hse
265 Main Street	Big Ash	Building Permits	2159	\$20.00	\$5,400.00	08/22/2011		Gas fireplace insert
98-100 Monroe Ave	Brockport Rentals	C/O-Rental		\$100.00		08/22/2011	#####	2-family
108 Monroe Ave	Brockport Rentals	C/O-Rental		\$100.00		08/22/2011	#####	2-family
110-112 Holley St	Brockport Rentals	C/O-Rental		\$100.00		08/22/2011	#####	2-family
97 Adams Street	B&R Real Estate	C/O-Rental		\$150.00		08/11/2011	#####	6 Apartments
118 Holley St	D Barsuk	C/O-Rental		\$180.00		08/23/2011	#####	4 Apartments
103 Holley Street	S Matthews	C/C	2132	<i>Paid 4/14/11</i>		08/17/2011	#####	Fire-damage repair
135-137 Main St	135 Main LLC	C/O-Rental		\$150.00		08/10/2011	#####	4 Apartments
81 High Street	B Niccloy	C/O-Rental		\$150.00		08/24/2011	#####	3 Apartments
103 Holley Street	S Matthews	C/O-Rental				08/23/2011	#####	Rooming hse
22 South Ave	M Clayton	C/O-Rental		\$100.00		08/25/2011	#####	Owner/Occ 3-family
36 King Street	M Regan	C/O-Rental		\$50.00		08/25/2011	#####	Single-family
248 Main St	H Conradt	C/O-Rental		\$50.00		08/17/2011	#####	Single-family
39 Holley St	H Conradt	C/O-Rental		\$100.00		08/17/2011	#####	2-family
55 Adams Street	T Perry	C/O-Rental		\$100.00		08/23/2011	#####	Rooming hse
38 Merchants St	S Maniscalco	Sign	2160	\$30.00	\$200.00	08/11/2011	#####	Ext sign Northbound
118 Barry St	J Whipple	C/O-Rental		\$50.00		08/29/2011	#####	Single-family
22 King Street	J Fox	C/O-Rental		\$100.00		08/05/2011	#####	2-family
		Building Permits	3	\$239.00	\$27,700.00			
		C/C	4					
		C/O	1					
		C/O-Rental	22	\$2,210.00				
		Operational Per	0	\$0.00				
		Demo	1	\$10.00				
		Other	0					
		Planning Board	1	\$45.00				
		Plumbing Lic	0					
		Sign	2	\$60.00	\$700.00			
		Violation	0					
		Zoning Board	0	\$0.00	\$0.00			
		Aug Totals	34	\$2,564.00	\$28,400.00			
		Year to Date	137	\$13,095.00	\$886,111.00			
		YTD 2010	136	\$11,985.00	\$1,102,600.00			

September

## Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
124 Clark Street	D Tolster	C/O-Rental		\$50.00		09/01/2011	#####	Single-family
80 Clinton St	WNY Constr	Building Permit	2161	\$130.00	\$4,000.00	09/01/2011		Suite A & D office remode
2 Cailyn Way	T Barry	Building Permit	2162	\$30.00	\$3,000.00	09/06/2011	#####	Deck
38 Merchants St	S Maniscalco	Planning Board		\$50.00		09/08/2011	#####	Northbound Junction
81 Clinton St	Cornell constructor	Building Permit	2163	\$65.00	\$4,850.00	09/09/2011		Foundation addtion
24-26 King St	J Fox	C/O-Rental		\$150.00		08/17/2011	#####	3-family
36 Coleman Creek	Reddy Const	Demo	2164	\$30.00	\$500.00	09/13/2011		Remove garage
36 Coleman Creek	Reddy Const	Building Permit	2165	\$65.00	\$176,000.00	09/13/2011		Parking lot
110 Fayette St	E Yaeger	C/O-Rental		\$150.00		09/12/2011	#####	3-family
246 Holley Street	BASC	C/O-Rental		\$50.00		08/30/2011	#####	Single-family
168 Holley Street	BASC	C/O-Rental		\$50.00		08/30/2011	#####	Single-family
45 King Street	B St John	C/O-Rental		\$100.00		08/24/2011	#####	2-family
17-19 South Ave	J Mignano	C/O-Rental		\$50.00		09/20/2011	#####	2-family
47 Park Ave	M Warren	C/C	2147	Paid 7/8/11		09/15/2011	#####	Open porch
11 Brockway Place	W Minster	C/O-Rental		\$50.00		09/26/2011	#####	Single-family
228 Main Street	R Webster	C/O-Rental		\$150.00		08/09/2011	#####	3-family
		Building Permits	4	\$290.00	\$187,850.00			
		C/C	1					
		C/O	0					
		C/O-Rental	9	\$800.00				
		Operational Per	0					
		Demo	1	\$30.00				
		Other	0					
		Planning Board	1	\$50.00				
		Plumbing Lic						
		Sign	0	\$0.00				
		Violation						
		Zoning Board	0	\$0.00	\$0.00			
		Sept Totals	16	\$1,170.00	\$187,850.00			
		Year to Date	153	\$14,265.00	\$1,073,961.00			
		YTD 2010	160	\$12,315.00	\$1,268,000.00			

October

## Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
167 Main St	R Davis	C/O-Rental		\$250.00		09/08/2011	#####	3 Apts & Rooming Hse
46 Monroe Ave	J Knapp	Zoning Board		\$25.00		10/03/2011		SP Dumpster
154 East Ave	J Skillings	Demo	2166	\$30.00				Fill in-ground pool
2 Cailyn Way	T Barry	C/C	2162	Paid 9/1/11		10/05/2011	#####	Deck
132 Holley St	F & R Webster	C/O-Rental		\$100.00		08/05/2011	#####	2-Family
43-45 Fayette St	M Ciavari	C/O-Rental		\$100.00		09/16/2011	#####	2-Family
2-6 Main Street	S Vega	Planning Board		\$45.00	\$3,000.00	10/04/2011	10/18/2011	Hair salon
81 Clinton Street	B Webster	Building Permit	2167	\$113.00	\$15,000.00	10/11/2011	#####	Re-build kitchen
31 King Street	B Webster	C/O-Rental		\$50.00		08/08/2011	#####	Single-family
34 South Ave	R Lovelace	C/O-Rental		\$150.00		10/18/2011	11/29/2011	Apts 4-units
11 Beverly Dr	K Pratt	Building Permits	2168	\$35.00	\$1,820.00	10/19/2011		Existing deck
20 Cherry Dr	M Warren	Building Permit	2169	\$65.00	\$5,000.00	10/24/2011		Foundation only
39 Market Street	M Weber	C/O-Rental		\$50.00		09/16/2011	10/20/2011	2nd Floor Apt
232 Clark Street	R Pardun	C/C	2029	Paid 7/30/09		10/25/2011	10/25/2011	Open front porch
24 East Ave	MRD Construction	C/O				10/31/2011		Conditional
32 King St	N GianCursio	C/O-Rental		\$100.00		10/25/2011	10/26/2011	2-family
72 N. Main St	N GianCursio	C/O-Rental		\$150.00		10/25/2011	10/26/2011	Apts 5-units
28-30 Gordon St	28/30 Gordon LLC	C/O-Rental		\$100.00		08/08/2011	09/29/2011	2-Family
79 Clark St	E Dollard	C/O-Rental		\$100.00		11/04/2011	11/29/2011	1-Family
		Building Permits	3	\$213.00	\$21,820.00			
		C/C	2					
		C/O	1					
		C/O-Rental	10	\$1,150.00				
		Operational Per	0					
		Demo	1	\$30.00				
		Other	0					
		Planning Board	1	\$45.00	\$3,000.00			
		Plumbing Lic.	0					
		Sign	0					
		Violation	1	\$75.00				
		Zoning Board	1	\$25.00	\$0.00			
		Oct Totals	20	\$1,538.00	\$24,820.00			
		Year to Date	173	\$15,803.00	\$1,098,781.00			
		YTD 2010	177	\$13,700.00	\$1,290,886.00			

November

## Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
20 McCormick Ln	D Hibsich	Building Permits	2170	\$883.00	\$170,000.00	11/09/2011		New home lot 6
103 Holley Street		Apperance Tick		\$50.00			#####	Furniture outdoors
203 Main Street	Sunning	Sign	2171	\$30.00	\$400.00	11/02/2011		New pole mounted sign
20 Cherry Dr.	M Warren	Building Permits	2172	\$113.00	\$35,000.00	11/09/2011		2 Story addition
38 Merchants St	S Maniscalco	Building Permits	2173	\$120.00	\$7,500.00	11/07/2011		Kitchen Fire Suppression
124 Main Street	First Baptist	Operational Per				11/02/2011	#####	FSOP PofA 100+
15 Main Street	S Hamison	Sign	2174	\$30.00	\$1,800.00	11/08/2011		Penny Saver projecting sig
35 Gordon St	D Denny	C/O-Rental		\$100.00		09/07/2011	#####	2-family
134 Monroe Ave	L Jackson	Apperance Tick		\$75.00			#####	Trash receptacles
168 Main Street	N GianCuriso	C/O-Rental		\$150.00		10/25/2011	10/26/2011	3-family
11 Brookdale Rd	E Webster	Building Permits	2175	\$192.00	\$35,000.00	11/18/2011		2nd story addition
24 College St	F & R Webster	C/O-Rental		\$200.00		11/11/2011	#####	Apts
44 Fair Street	J Wagner	C/O-Rental		\$100.00		11/22/2011	11/23/2011	2-family
11 McCormick Ln	D Hibsich	C/O	2154	<u>Paid 8/2/11</u>		11/28/2011	11/29/2011	New home Cert of Occup
85 Main Street	Stephens Loft	Planning Board		\$45.00		11/08/2011	11/15/2011	Re-opening of Rest
85 Main Street	Stephens Loft	Operational Per				11/17/2011	11/29/211	Re-opening of Rest
McCormick Ln/Chrwd	D Hibsich	Planning Board		\$50.00		11/08/2011	11/15/2011	Lot line alterations
		Building Permits	4	\$1,308.00	\$247,500.00			
		C/C	0					
		C/O	1					
		C/O-Rental	4	\$550.00				
		Operational Per	2	\$0.00				
		Demo	0	\$0.00	\$0.00			
		Other	0					
		Planning Board	2	\$95.00				
		Plumbing Lic	0					
		Sign	2	\$60.00	\$2,200.00			
		Violation / AT	2	\$125.00				
		Zoning Board	0	\$0.00	\$0.00			
		Nov Totals	17	\$2,138.00	\$249,700.00			
		Year to Date	190	\$17,941.00	\$1,348,481.00			
		YTD 2010	194	\$15,505.00	\$1,305,236.00			

December

Applications

2011

Project address	Owner/Applicant	Appl type	# Num	App Fee	Value of Const	Issue Date	Close	Notes
6 Victory Dr.	Stubblebine Const	Building Permits	2176	\$65.00	\$15,000.00	12/05/2011		Replace 1 Car garage
54 South Street	K Zimmer	C/O-Rental		\$50.00		12/05/2011	#####	Single-family rental
60 Holley St	Cornerstone	Operational Per				12/02/2011	#####	Pvt school
23-25 Clinton Street	F Okoye	C/O-Rental		\$250.00		11/21/2011	#####	Apts
13 Market Street	C Hayes	C/C	2152	<u>Paid 7/20/11</u>		12/08/2011	#####	New Tattoo shop
15 Brook Terr	Anderson Water	Building Permits	2177	\$20.00	\$5,253.00	12/08/2011		Home Generator
12 Market Street	420 Emporium	Planning Board		\$45.00		12/08/2011	12/20/2011	Chg of use - svc to merc
30 Smith Street	M Drake	Demo	2178	\$30.00	\$2,000.00	12/14/2011		Remove barn
33 Market Street	N GianCuriso	C/O-Rental		\$150.00		12/07/2011	#####	Apts
63 Clark Street	N GianCuriso	C/O-Rental		\$50.00		12/07/2011	#####	Single-family house rental
13 Market Street	B Chapin	C/O	2119	<u>Paid 8/05/11</u>		12/08/2011		Conditional Main St Pizza
24 East Ave	MDR Const	C/O	2141	<u>Paid 8/05/11</u>		12/13/2011	12/19/2011	Vet offices
48 Merchants St	Domanda LLC	Planning Board		\$45.00		12/12/2011		Reopen restaurant
43 Market St	Margarito Sanchez	Planning Board		\$45.00		12/13/2011	12/20/2011	Chg of use - ofc to rest
50 Clinton St	K Zimmer	Zoning Board		\$300.00		12/13/2011		Use Var. - storage facility
68-70 Spring St	L Bradt	C/O-Rental		\$150.00		12/21/2011		Conditional 3-family
52 Barry Street	AR Contractors	Building Permits	2179	\$35.00	\$2,000.00	12/22/2011		open porch
	Kennedy Mech	Plumbing Lic		\$25.00		12/22/2011	12/22/2011	2012 Renewal
108 Erie Street	G Nowakowski	C/O-Rental		\$100.00		12/19/2011	12/22/2011	2-family transfer
21 Maxon Street	J Dziadkowicz	C/O-Rental		\$150.00		12/23/2011		3-family
		Building Permits	3	\$120.00	\$22,253.00			
		C/C	1	\$0.00				
		C/O	2					
		C/O-Rental	7	\$900.00				
		Operational Per	1					
		Demo	1	\$30.00				
		Other	0					
		Planning Board	3	\$135.00				
		Plumbing Lic	1	\$25.00				
		Sign	0					
		Violation / AT	0					
		Zoning Board	1	\$300.00	\$0.00			
		Dec Totals	20	\$1,510.00	\$22,253.00			
		Year to Date	210	\$19,451.00	\$1,370,734.00			
		YTD 2010	217	\$17,783.00	\$1,357,339.00			



**Dept. of Public Works**

# Memo

**To:** Mayor and Board of Trustees

**From:** Supt. Donahue

**Date:** 2/22/12

Meeting agenda list:

- Authorization to declare surplus the Old Water Meters.

Thanks, Harry Donahue

To: Michael Giardino  
Village Manager \ Treasurer

From: Michael Henry  
Fire Chief - BFD

Subject: FDIC 2012

Date: February 7, 2012

Here are the estimated costs for this year's FDIC Training April 15 – 21. This is budgeted Department training from Line A3410-4090. Also attached is the village travel expense authorization form.

Due to schedules of our volunteers we will be only sending 2 active officers to this year's conference:

- Assistant Chief Mike LaDue
- Lieutenant George Dorgan

\$ 4,010 the total cost for the trip

\$ 1,960 for FDIC Fire Officer and Fire Fighter training in Indianapolis, IN

\$2,050 the travel expenses are as follows from 2011 budget bills should be presented at May meeting:

- Hotel Costs \$990 (1 room \$165 per night, charged on BVFA Credit Card)
- Per Diem costs \$610 (\$61.00 per day for Indianapolis per GSA website <http://www.gsa.gov/portal/category/100120>)
- Estimate fuel cost - \$350 using Department vehicle.
- Estimated parking costs - \$100 (charged on BVFA Credit Card)

Please let me know the next steps.

**Travel Expense Authorization Form - 2011**

Name of Group:  Date Approved:

Department:

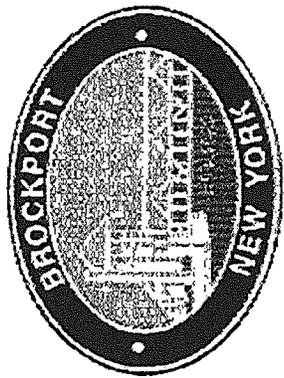
Budgeted Account Code:

Destination:

Purpose:

Date of Departure:

Date of Return:



Group Employees / Volunteers
Assistant Chief Michael LaDue
Lt. George Dorian

Estimated Cost Breakdown
\$ 1,960.00
\$ 350.00
\$ 0.51
\$ 350.00
\$ 990.00
\$ 610.00
100
\$ 4,010.00

Registration Fees	
Transportation Costs	
Airfare / Train Costs	
Rental Car	
Estimated Fuel Cost	
Personal Mileage*	
IRS Mileage Multiplier	
Total Mileage Reimbursement	
Total Transportation Costs	
Lodging Costs	
Meals Costs	
Other Costs	
Estimated Total	

\*Mileage Reimbursement is not used if traveling in a vehicle owned by the employee. Use 0

Employee Signature:

Department Head Approval:

Treasurer Approval (Funds Available):

Mayor Approval:

Date:

Date:

Date:

Date:

46 King Street  
Brockport, NY 14420

Ms. Leslie Ann Morelli  
Village Clerk  
Village of Brockport  
49 State Street  
Brockport, NY 14420

02/16/12

Dear Ms. Morelli:

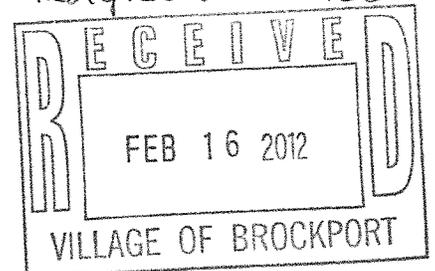
I resign from the Historic Preservation Board of the Village of Brockport.

Very truly yours,



David G. Markham

*for VB to accept  
resignation 2/28 subj.*



## Leslie Ann Morelli

---

**From:** Robert Leni [RLeni@harrishesworth.com]  
**Sent:** Tuesday, February 21, 2012 1:28 PM  
**To:** 'Leslie Ann Morelli'  
**Subject:** Sunflower Landing Dedication  
**Attachments:** Call for Public Hearing Amended.doc

Leslie,

We will have to postpone the public hearing and call for a new one at the meeting on 2/28. I just realized that I forgot to add in the actual name of the streets into the public hearing notice. I sent it you before I got the legal description from the developer and somehow I forgot that I had to drop in the names of the streets. Sorry about that. In fact, there was a typo with the name of the street in the legal description that I just had to have the developer change. In any case, the new public hearing notice is attached. I did it for 3/27, which I assume should be fine. Thanks, Rob

Robert S. Leni, Esq.  
Harris, Chesworth, O'Brien,  
Johnstone & Welch, LLP  
300 Linden Oaks, Suite 100  
Rochester, New York 14625  
585.899.1467 direct dial  
585.899.1426 direct fax (not for service of papers)  
[rleni@harrishesworth.com](mailto:rleni@harrishesworth.com) (not for service of papers)

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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 p.m. on Tuesday, March 27, 2012, in the Conference Room of the Brockport Village Hall, 49 State Street, Brockport, New York, to consider acceptance of an offer of dedication with respect to Sections 1 and 2 of the Sunflower Landing Subdivision, including the designated streets being the right of ways known as Anita's Lane and Laurie Crescent, as laid out in the two corresponding subdivision plat maps entitled Sunflower Landing, Section 1, Final and Sunflower Landing, Section 2 and a resubdivision of Lot R-43, recorded in the Monroe County Clerk's Office on March 21, 2007 in Liber 330 of Maps, Page 83 and June 3, 2009 in Liber 336 of Maps, Page 94, respectively, together with the corresponding water mains, sanitary sewers, storm sewers, manholes, roadways, sidewalks and related infrastructure appurtenances, with the exception of the stormwater detention pond.

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

## Leslie Ann Morelli

---

**From:** Robert Leni [RLeni@harrishesworth.com]  
**Sent:** Wednesday, February 22, 2012 5:35 PM  
**To:** 'Mayor Maria Connie Castaneda'; 'Trustee Blair'; 'blackma'; CAROL HANNAN; SCOTT HUNSINGER  
**Cc:** Village Manager/Treasurer Michael Giardino; lmorelli@brockportny.org  
**Subject:** Referendum for Local Law Transferring Supervision of Code Enforcement Officer and Code Enforcement Inspector from Mayor to Chief of Police  
**Attachments:** 20120222171402.pdf

Attached is the proposed resolution I prepared for the mandatory referendum, which also contains the language for the proposition and for the election notice. Please review and let me know if any questions. Otherwise, we should be able to place on the agenda for the meeting on Tuesday and by then I should have heard back from Doug French to confirm that nothing else is necessary from the Board of Election's end. Thanks, Rob

Robert S. Leni, Esq.  
Harris, Chesworth, O'Brien,  
Johnstone & Welch, LLP  
300 Linden Oaks, Suite 100  
Rochester, New York 14625  
585.899.1467 direct dial  
585.899.1426 direct fax (not for service of papers)  
[rleni@harrishesworth.com](mailto:rleni@harrishesworth.com) (not for service of papers)

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## RESOLUTION

WHEREAS, the Village Board of the Village of Brockport duly adopted a local law entitled A LOCAL LAW MODIFYING CHAPTER 59 OF THE CODE OF THE VILLAGE OF BROCKPORT TITLED "CODE ENFORCEMENT" on April 27, 2011, and

WHEREAS, the passage of said above-referenced local law is subject to a mandatory referendum pursuant to Municipal Home Rule Law § 23, and

WHEREAS, the mandatory referendum on said above-referenced local law was originally scheduled to be conducted on June 21, 2011, but then not held on said date as it was determined necessary to be rescheduled pursuant to the requirements of Municipal Home Rule Law § 23, with said mandatory referendum thus instead to be held at the next general election of the Village of Brockport in June, 2012.

NOW THEREFORE BE IT RESOLVED THAT,

1. That the mandatory referendum with respect to the above-referenced local law entitled A LOCAL LAW MODIFYING CHAPTER 59 OF THE CODE OF THE VILLAGE OF BROCKPORT TITLED "CODE ENFORCEMENT", shall be held at the scheduled general election of the Village of Brockport on June 19, 2012, and

2. With respect to said mandatory referendum, the proposition to be voted on shall be as follows:

SHALL THE LOCAL LAW BE APPROVED ENTITLED A LOCAL LAW MODIFYING CHAPTER 59 OF THE CODE OF THE VILLAGE OF BROCKPORT TITLED "CODE ENFORCEMENT", THE PURPOSE AND EFFECT THEREOF BEING THAT THE CODE ENFORCEMENT OFFICER AND CODE ENFORCEMENT INSPECTOR WOULD BE REMOVED FROM THE SUPERVISION OF THE MAYOR AND INSTEAD DIRECTLY REPORT TO AND BE SUPERVISED BY THE CHIEF OF POLICE?

3. With respect to said mandatory referendum, the above-referenced proposition shall also comprise the abstract thereof and be published accordingly in the corresponding election notice.

MOTION for adoption of this resolution by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

Discussion:

VOTE BY ROLL CALL AND RECORD

**VILLAGE OF BROCKPORT**

Mayor Maria Connie Castaneda	Voting
Trustee Margaret B. Blackman	Voting
Trustee Kent R. Blair	Voting
Trustee Scott W. Hunsinger	Voting
Trustee Carol L. Hannan	Voting

Dated: February 28, 2012

## TEMPORARY EASEMENT AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **THE VILLAGE OF BROCKPORT**, a New York municipal corporation having its principal office at \_\_\_\_\_ Brockport, New York (hereinafter referred to as “Grantor”), and **STATE UNIVERSITY OF NEW YORK COLLEGE AT BROCKPORT**, a New York Educational corporation having its principal office at 350 New Campus Drive, Brockport, New York 14420 (hereinafter referred to as “Grantee”). Said Grantor and Grantee are hereinafter collectively referred to as “parties”

**WHEREAS**, Grantor is the owner of certain premises commonly known as Kenyon Street located in the Village of Brockport, New York 14802 (hereinafter referred to as “Kenyon Street” and/or “Grantor’s premises”) and identified on the map attached hereto as Exhibit B, and

**WHEREAS**, Grantee is the State University of New York College at Brockport and Kenyon Street separates the eastern portion of its campus from the larger western portion of the campus; and

**WHEREAS**, Grantee’s premises run through those of Grantor; and

**WHEREAS**, The Grantee has designed extensive utility improvements on the east end of campus and the project has many interface points with the Village’s Kenyon Street such as utility crossings. The State University Construction Fund (SUCF) project #02352 is funded for planned construction beginning in the summer of 2012. The Grantee’s utilities project shall replace and/or reroute all utility and communication systems around the Grantee’s Hartwell Hall on campus and many of them cross under Kenyon Street. An easement from the Grantor is required to carry out that construction and close a designated portion of Kenyon Street during construction; and

**WHEREAS**, in particular Grantee requires that the section of Kenyon Street from Residence Drive to Monroe Avenue be closed to traffic during construction; and

**WHEREAS**, The Grantee’s “Facilities Master Plan” [“the FaMP”] has also identified safety concerns related to traffic on Kenyon Street passing through the campus. The FaMP further recommends major reconfigurations of the eastern portion of Grantee’s Campus adjacent to Hartwell Hall to include green space and a new science building, which would require the ultimate transfer of ownership to Grantee of the above-designated portion of Kenyon Street; and

**WHEREAS**, as part of the aforementioned utility improvement project, Grantee has requested a temporary easement over the above-designated portion of Kenyon Street to access the Grantee’s property and to repair, remove, or replace parts of the sewer and

other systems located on said Grantor's premises and to close the above-designated portion of Kenyon Street to traffic and the public during such work; and

**WHEREAS**, Grantor has agreed to grant to the Grantee the requested easement subject to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein,

**IT IS HEREBY AGREED AS FOLLOWS:**

1. The Grantor hereby grants unto the Grantee, its employees, agents, guests, invitees, contractors, and successors and/or assigns, the following easement and rights-of-way:

A temporary easement over the above-designated portion of Kenyon Street for the installation, repair, maintenance, and replacement of underground sewer and utility lines, and an exclusive easement from May 14, 2012 to August 16, 2013 to access and occupy said portion of Kenyon Street during its closure for the initial construction of the planned utilities project.

2. Subject to the availability of lawful appropriation and consistent with the New York State Court of Claims Act, Grantee shall hold the Grantor harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment in connection with this Agreement.
3. Grantee and Grantor will cooperate on issues of mutual concern including the utility construction.
4. Except as set forth above, the easements granted herein shall remain in effect until such time, if any, that agreeable terms for the transference of title to the above-designated portion of Kenyon Street property is approved by Grantor and by the SUNY Board of Trustees.
5. Notwithstanding anything to the contrary in this agreement, the parties agree that this agreement shall be subject to the agreements, terms and conditions set forth in Exhibit A hereof to the same extent as if such agreements, terms, and conditions were set forth in full herein. In the event that any terms or conditions of this agreement shall be inconsistent with any agreements, terms, or conditions set forth in Exhibit A, then the agreements terms, and conditions set forth in Exhibit A shall control.

**IN WITNESS WHEREOF**, the said parties hereunto have set their respective hands and/or seals the day and year first above written.



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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT**  
Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein;

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

7. **NON-COLLUSIVE BIDDING CERTIFICATION.**  
In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case

of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said

Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

#### 12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be

used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St., 7th Floor  
Albany, NY 12245  
Tel: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St., 7th Floor  
Albany, NY 12245  
Tel: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New

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

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

#### 21. RECIPROCITY AND SANCTIONS

**PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State

Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

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

**26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

**THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

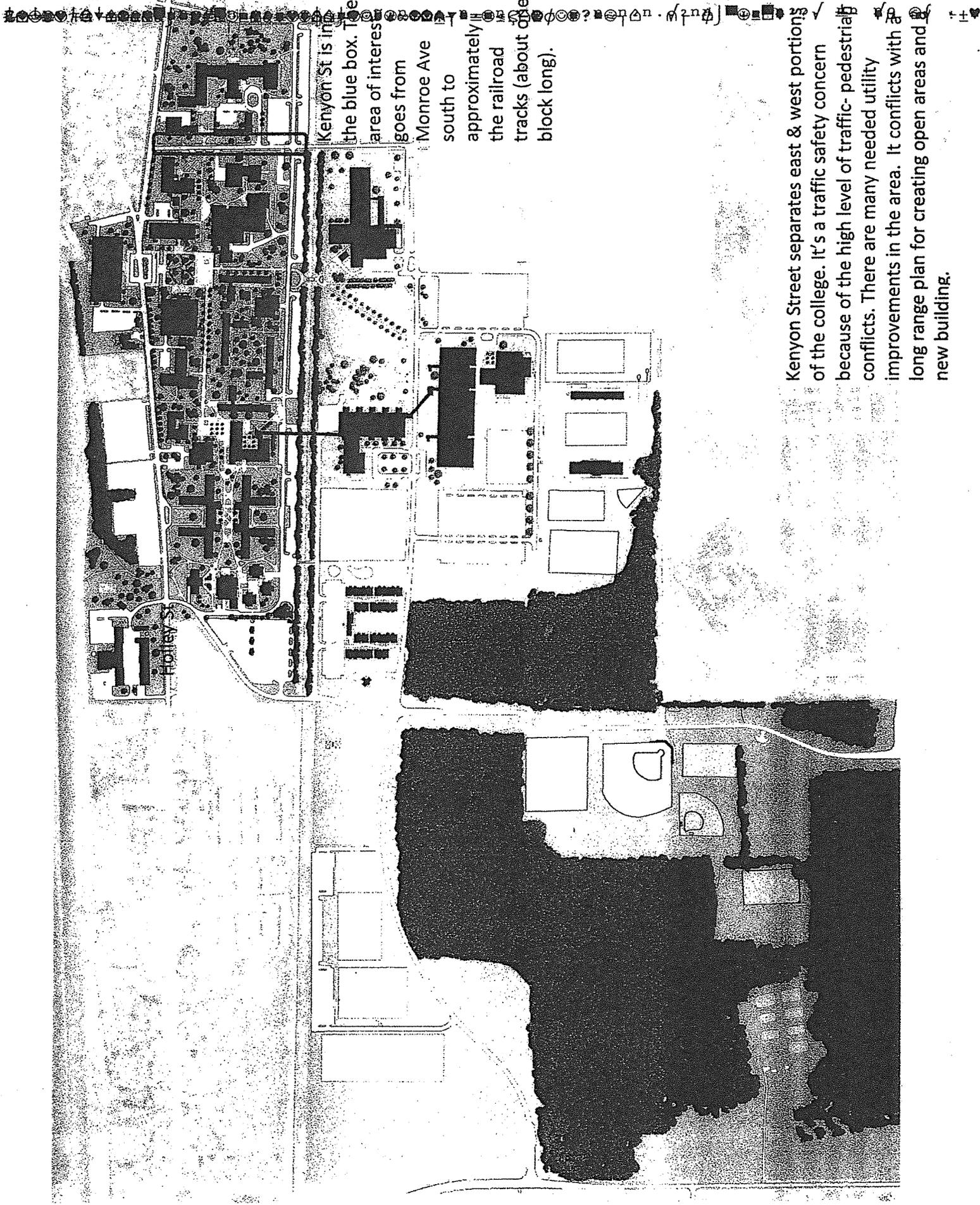
27. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

28. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

EXHIBIT B



Kenyon St is in the blue box. The area of interest goes from Monroe Ave south to approximately the railroad tracks (about one block long).

Kenyon Street separates east & west portions of the college. It's a traffic safety concern because of the high level of traffic- pedestrian conflicts. There are many needed utility improvements in the area. It conflicts with a long range plan for creating open areas and a new building.