

## 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, August 5, 2013 7:00pm**

**Location: Village Hall conference room**

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:**
- **PUBLIC HEARING:**
  
- **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:**
  - SUNY's Michele Reed – Saturday Day of Service 8/24/13
  - SUNY's Matt Barone – parade permit application (Village streets) - Homecoming Parade 9/28/13
- **CERTIFICATES & PROCLAMATIONS:**
  
- **CONSENSUS ITEMS:**
  - Approval of minutes – 7/15, 7/22
  - Approval of bills to be paid
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    - Authorize letter of support for NYS LGRMIF to release grants
  
- **PERSONNEL ITEMS:**
  - DPW Laborer vacancy – Search Committee to review applications
  - Deputy Clerk-Treasurer vacancy – Search Committee to review applications
  - Authorize advertising - Building Inspector Part Time vacancy
  - Appointment - Historic Preservation Board – complete a 3-year term in progress to 6/30/15
  - Drops/adds: Welcome Center Greeters
- **OLD BUSINESS:**
  - Approval of Village Board liaisons to departments/areas/boards/committees/outside entities
- **NEW BUSINESS:**
  - Authorize DPW to install a drop line on the light pole and a secured outlet by the Corbett Park pavilion
  - Authorize Mayor to execute STOP-DWI enhanced enforcement agreement
  - Authorize letter of support to name Brockport Post Office in memory of Staff Sergeant Nicholas J. Reid
  
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
    - Petition to support Brockport Volunteer Ambulance - encourage Sweden & Clarkson Town Boards
    - Notice of Claim filed by M.C. Castañeda V Village of Brockport – insurance attorney reviewing
  
  - Trustee/Deputy Mayor William G. Andrews (excused)
    -
  
  - Trustee Valerie A. Ciciotti
    -
  
  - Trustee Carol L. Hannan
    -
  
  - Trustee John D. La Pierre
    -
  
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**

**Rest of August:** Village Board meeting: 7pm Monday, 8/19 / Village Board work session: 7pm Monday, 8/26

## 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.

## Saturday Day of Service

What: Off Campus Relations Team

When: August 24, 2013

Time: 1:30pm-3:30pm

The service project will take place in the Village of Brockport. Students along with Team leaders will go door to door and share helpful resources alongside village officials, Brockport faculty/staff and other key constituents.

**Purpose:** Come strengthen our Brockport community by meeting local residents and sharing helpful information! Students will work alongside local Brockport officials, landlords and campus leadership in an effort to educate, enhance town/gown relationships and disseminate helpful information related to campus services and resources. This service initiative will create an opportunity for students to engage with families, agencies and local businesses in a positive manner.

**Attire:** The students and participants will be walking in the Village of Brockport, therefore, attire should be casual, comfortable and with good walking shoes.

**Students:** Come with a smile, great attitude and ready to educate the Brockport Community regarding all aspects of our campus resources as well as the many ways in which the campus can connect and serve the village residents.

VILLAGE OF BROCKPORT  
PARADE / PROCESSION APPLICATION  
(when street(s) closure is involved)

Date of Application: 7/17/13

Proof of Insurance Provided: -

Date scheduled on Village Board agenda: 8/5/13

Note: Applicant must attend Village Board meeting.

GROUP / ORGANIZATION: The College at Brockport - Homecoming 2013

PERSON(S) IN CHARGE: Maat Barone

ADDRESS: 350 New Campus Drive

TELEPHONE: 395 2243 FAX: 395 2567

E-MAIL: mbarone@brockport.edu

PARADE / PROCESSION DATE: Saturday Sept. 28<sup>th</sup> 2013

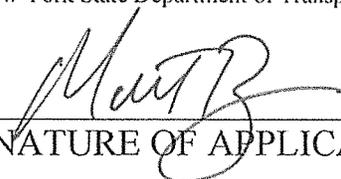
START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

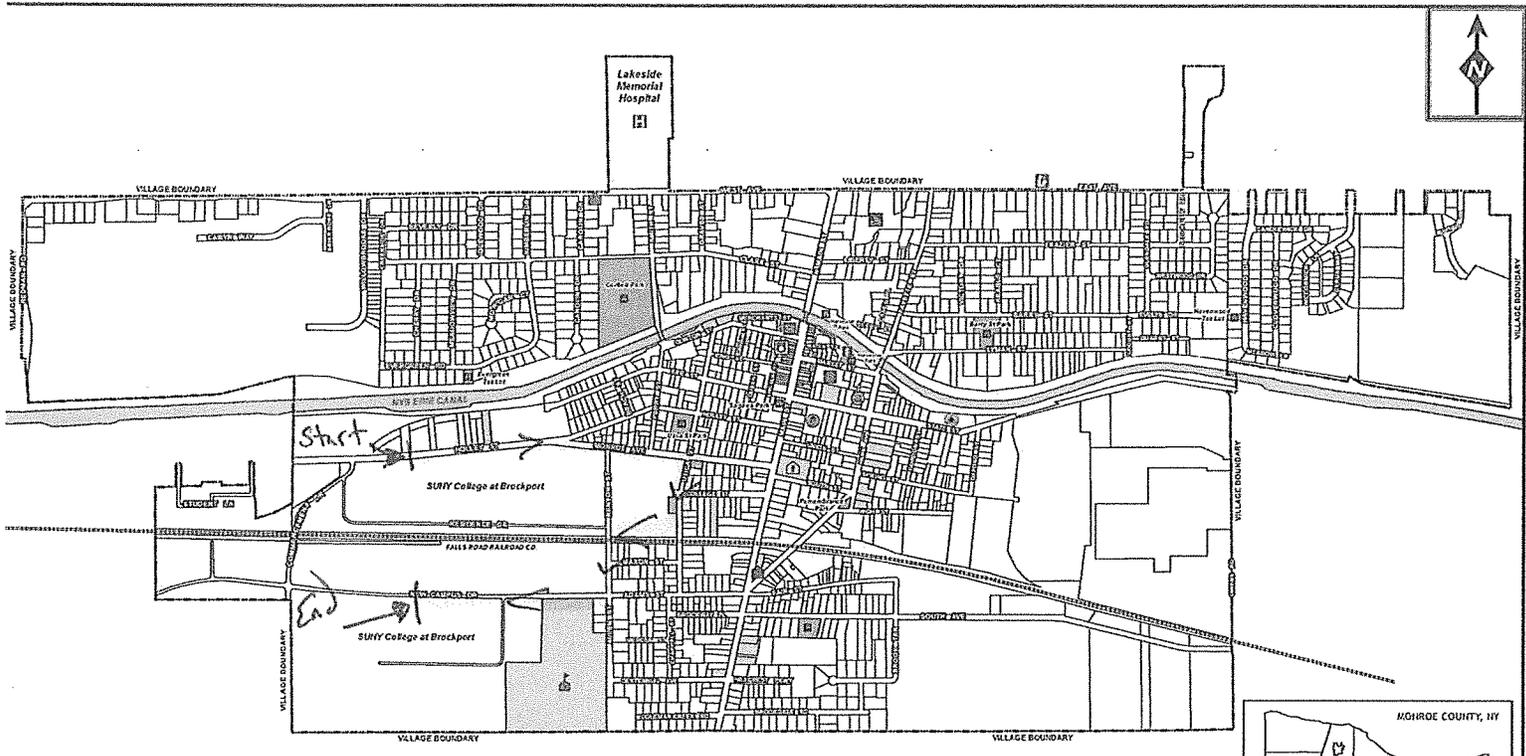
PURPOSE: Homecoming Parade to celebrate current students and alumni from the College.

ROUTE: (attach a map also) Start D, D-1 parking lots on Holley Street. Head East, turn (R) onto Monroe and turn (R) South onto Utica. Turn (R) onto Residence Drive (L) onto Kenyon and (R) onto New Campus Drive. End past T Lot.

APPLICANT HAS RECEIVED A COPY OF VILLAGE CODE CHAPTER 33 AND AGREES TO ABIDE BY THE REGULATIONS.

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

  
SIGNATURE OF APPLICANT



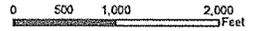
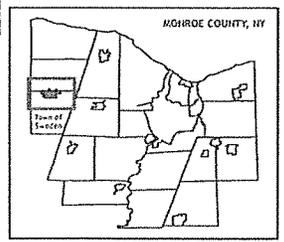
**KEY TO FEATURES**

- |                     |                      |                            |
|---------------------|----------------------|----------------------------|
| Railroad            | Village Sites        | Seymour Library            |
| Tax Parcels         | Village Hall         | Post Office                |
| NYS Erie Canal      | Town Hall            | Lakeside Memorial Hospital |
| Historic Landmarks  | Oliver Middle School | Police Department          |
| Parks & Playgrounds | Senior Center        | Fire Department            |
| Village Boundary    | Morgan Manning House | Fire Station               |
|                     | Welcome Center       | Public Works               |



**VILLAGE OF BROCKPORT  
ROAD MAP  
MONROE COUNTY, NY**

ADOPTED BY BROCKPORT VILLAGE BOARD 10/1/07



## Leslie Ann Morelli

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**From:** Mike Henry [mhenry@brockportfire.org]  
**Sent:** Friday, July 19, 2013 11:14 AM  
**To:** 'Leslie Ann Morelli'  
**Subject:** RE: SUNY Homecoming Parade - please complete & return page 2 by 7 /30

No issues

### Mike Henry

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**From:** Leslie Ann Morelli [<mailto:lmorelli@brockportny.org>]  
**Sent:** Friday, July 19, 2013 11:01 AM  
**To:** Code Enforcement Officer Scott Zarnstorff; DPW Spt Harry Donahue ; Police Chief Daniel Varrenti  
**Cc:** Fire Chief; James Sauberan  
**Subject:** SUNY Homecoming Parade - please complete & return page 2 by 7 /30

Hi guys –

SUNY not applying for Main St this year (not wanting to go through NYS DOT process).  
Attached is their parade application with non-Main St route.  
Please review & reply w/ your part of 2<sup>nd</sup> page completed by 7/30 so I can put it on 8/5 VB agenda.  
Thanks.

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

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## Leslie Ann Morelli

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**From:** Leslie Ann Morelli [lmorelli@brockportny.org]  
**Sent:** Thursday, August 01, 2013 8:46 AM  
**To:** DPW Spt Harry Donahue  
**Subject:** FW: SUNY Homecoming Parade - please complete & return page 2 by 7 /30  
**Attachments:** 20130717161747347.pdf

**Importance:** High

 Harry - Need ASAP today. Got from all the rest. Only thing I'm waiting for to put VB packets together  
Thanks. Leslie

*- still not sure by 3PM  
asked that he  
email me  
for VB Mon.  
by 2/5*

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**To:** Code Enforcement Officer Scott Zarnstorff; DPW Spt Harry Donahue ; Police Chief Daniel Varrenti  
**Cc:** Fire Chief; James Sauberan (jsaub1@rochester.rr.com)  
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Hi guys -

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

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DRAFT recommended by NYS Clerks Association

August 2013

Hon. Andrew Cuomo  
Governor of the State of New York  
Executive Chamber, State Capitol  
Albany NY 12224

Hon. George D. Maziarz  
New York State Senate  
Legislative Office Building [room #708]  
Albany NY 12247

Hon. Steve Hawley  
New York State Assembly  
Legislative Office Building [room #329]  
Albany NY 12248

I am writing you concerning the New York State Local Government Records Management Improvement Fund ("LGRMIF") Grant Program which was created in the late 1980's to receive monies collected by each county and to distribute grants for records management to local governments across our state. These funds have been dedicated by law to be used only to promote good records management practices. LGRMIF Grants are highly competitive: only \$4.60 of every \$10 requested was recommended for funding in the current cycle, and are overseen by the State Education Department's Archives unit. Grants are awarded for the July 1 – June 30 period typical of all Education Department programs. I am given to understand that we were recommended for one of these grants, but official notification has been held up.

New York State has recognized the economic and social value of establishing dynamic records management programs at the local government level in the state as a way to assist local officials in improving the services to its citizens. The LGRMIF grants program has been instrumental in allowing local governments to operate more efficiently and in providing increase access to government information necessary for local officials to make wise decisions. The program continues to allow local governments to take a leadership role in how records and information are managed at the local government level in New York State. This has made the local government records management programs in New York State role models for other local governments across the country.

Unfortunately, it appears that our state government has not valued this program as highly as local governments have. The necessary Budget Division approvals of grants from this dedicated fund routinely languish for months past the date these projects are supposed to start. This year, for example, not a single one of the 236 recommended grants has been approved by Budget, though these grants were supposed to be effective on July 1. Most local governments will not permit any expenditures to be made under these projects until after the official notification has been received, and since the state rarely allows time extensions on these grants, all of the work to be performed will have to be compressed into the months remaining before June 30, 2014.

I am asking for your help in securing Budget Division authorization to release our grant and the others. Each week is another week lost due to this delay, and your help in getting us back on track would be much appreciated. I ask that you send me a copy of any correspondence on this issue, and would be glad to provide any further information you may need. Thank you very much for your efforts on behalf of our local government's efforts to improve the way records and information is managed in our government.

Sincerely,

Leslie Ann Morelli, Village Clerk

**DRAFT** - BUILDING INSPECTOR – Part Time  
VILLAGE OF BROCKPORT

The Village of Brockport seeks qualified individual to assist the full time Building Inspector in a variety of functions. This is a non-competitive Civil Service position. Part time. No benefits. \$8,000/year. \$20/hour. Approximately 8 hours/week.

Download job specifications with detailed minimum qualifications from [www.brockportny.org](http://www.brockportny.org). Must possess current New York State Basic Code Enforcement Training Certificate indicating completion of the New York State Basic Code Enforcement Training Program.

If you qualify, download an employment application from [www.brockportny.org](http://www.brockportny.org). Send cover letter and résumé with completed employment application by e-mail to: [Imorelli@brockportny.org](mailto:Imorelli@brockportny.org) or by mail to: Village of Brockport Attention: Village Clerk 49 State Street Brockport, NY 14420.

**Application deadline: Noon, \_\_\_\_\_, 2013**

Leslie Ann Morelli  
Village Clerk  
Village of Brockport

Dated: \_\_/\_\_/13

For publication in Suburban News and posting on Village website and at Village Hall  
Also to notify Monroe County Department of Human Resources (Civil Service)

## BUILDING INSPECTOR - PART TIME

Code No. 4-11-056  
NON-COMPETITIVE

**DISTINGUISHING FEATURES OF THE CLASS:** This position is responsible for planning, directing and supervising the activities of a Building Department of a town or village. The Building Inspector inspects buildings, issues building permits, and enforces State and municipal building codes. The employee reports directly to and works under general supervision of the Town Supervisor or other higher level staff member, with wide leeway allowed in the exercise of independent judgment. Supervision is exercised over a staff of clerical personnel. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (All need not be performed in a given position. Other related activities may be performed although not listed.)

Reviews plans and specifications for compliance with building codes, zoning ordinances, and applicable laws;

Inspects buildings and structures under construction, renovation or repair, for conformance with previously approved plans and specifications;

Issues building permits and furnishes certificates of occupancy;

Explains to building contractors, property owners, architects, engineers, attorneys and the general public requirements of local building codes, zoning ordinances and the New York State Building Construction codes and other applicable laws;

Attends and participates in meetings of the town board, planning board, zoning board and/or other boards and agencies handling matters of planning and zoning, and related problems;

Provides for removal or correction of illegal or unsafe construction, and secures necessary safeguards;

Issues condemnation notices of unsafe structures;

Inspects existing buildings for observance of safety standards;

Investigates complaints and assists in prosecuting violations of building codes or zoning ordinances;

Maintains records of operations and decisions of the department;

Prepares periodic reports on buildings or structures erected or altered, permits issues, fees collected and estimated cost of work covered by such permits;

IN CERTAIN JURISDICTIONS work will include conducting periodic inspections of existing structures for conformance to New York State Uniform Fire Prevention and Building Code; citing violations and ordering the remedy of the violations; reviewing plans for new construction for fire

code compliance; maintaining related records.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Thorough knowledge of the practices, principles, materials and equipment used in building construction; thorough knowledge of the requirements of local building codes and zoning ordinances; good knowledge of building trades; good knowledge of basic principles of engineering and architecture; working knowledge of fire alarm and sprinkler codes; ability to read and apply the New York State Building Construction Code; ability to read and apply the New York State Energy Conservation Construction Code; ability to read and interpret working plans, drawings and specifications; ability to maintain records and prepare reports; ability to establish and maintain working relationships with public officials, building contractors, and the general public; ability to recognize fire hazards and code violations; initiative; thoroughness; integrity; tact; good judgement; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Graduation from high school or possession of an equivalency diploma, plus EITHER:

- (A) Completion of eight (8) college level courses in building construction, building technology, architecture, civil engineering or a similar discipline; OR,
- (B) Three (3) years paid full-time or its part-time equivalent experience in building construction, building inspection, plumbing installation work, or one of the building trades that involved the use and application of building plans and specifications; OR,
- (C) Four (4) years paid full-time or its part-time equivalent experience in a clerical or technical position involving reading and interpreting working construction plans, drawings and specifications; OR,
- (D) Graduation from a regionally accredited or New York State registered college or university with an Associate's degree or successful completion of a minimum of sixty (60) semester credit hours with major work in Civil Engineering or Architecture, plus one (1) year of experience as described in (B) or two (2) years of experience as described in (C) above; OR,
- (E) Possession of a current New York State Basic Code Enforcement Training Certificate indicating completion of the New York State Basic Code Enforcement Training Program; OR,
- (F) Any equivalent combination of training and experience as defined by the limits above.

**NOTE:** College level courses in mathematics, physical science and drafting are acceptable in meeting the course requirements for (A).

**SPECIAL REQUIREMENTS:** Employees not qualifying under option (C) above must successfully complete all five (5) courses of the New York State Code Enforcement Program within the required time specified by the New York State Department of State once appointed.

Employees shall receive a minimum of twenty-four (24) hours of in-service training on an annual basis once appointed.

Depending on the position duties, candidates for employment with the Monroe County Government will be required to pass a pre-employment drug test.

If you are appointed, you will be required to have a valid license to operate a motor vehicle in New York State or otherwise demonstrate your capacity to meet the transportation needs of the job.

**SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS AND BOCES**  
Per Chapter 180 of the Laws of 2000, and by Regulations of the Commissioner of Education, to be employed in a position designated by a school district or BOCES as involving direct contact with students, a clearance for employment from the State Education Department is required.

ADOPTED: April 18, 1991

REVISED: September 9, 1999

**DRAFT VILLAGE OF BROCKPORT  
VILLAGE BOARD LIAISONS  
TO DEPARTMENTS / AREAS / BOARDS / COMMITTEES / OUTSIDE ENTITIES  
JULY 2013 – JULY 2014**

Mayor Blackman, Trustee/Deputy Mayor Andrews, Trustees Ciciotti, Hannan, La Pierre

Personnel / Human Resources	Blackman
Budget & Finance	Blackman
Town/Gown Relations (SUNY College at Brockport)	Blackman
Intergovernmental Relations (Towns of Sweden & Clarkson)	Blackman & Andrews
Police Department	Hannan & La Pierre
Building / Zoning / Code Enforcement Planning Board Zoning Board of Appeals Code Review Committee	Ciciotti & Hannan
Department of Public Works Parks Committee	Ciciotti & La Pierre
History Historic Preservation Board Emily L. Knapp Museum & Library of Local History Brockport Community Museum	Andrews Hannan Andrews
Economic Development Farmers Market Welcome Center Management Committee BMA (Brockport Merchants Association) GBCoC (Greater Brockport Chamber of Commerce) GBDC (Greater Brockport Development Corporation) BISCO (Brockport Integrated Service & Community Org)	La Pierre Andrews Hannan La Pierre Andrews Ciciotti
Seymour Library Board	Andrews
Tree Board	Blackman
Walk Bike Brockport Action Group	Andrews

**PROFESSIONAL SERVICES AGREEMENT****STOP-DWI ENHANCED ENFORCEMENT**

THIS AGREEMENT which shall be deemed to be dated as of the date the last party executed this agreement, by and between **MONROE COUNTY**, a New York municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614 (the "County"), and Village of Brockport, a municipal corporation with offices at 49 State Street, Brockport, NY 14420, (the "Contractor").

**WITNESSETH:**

**WHEREAS**, the County is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

**WHEREAS**, the Contractor is willing, able and qualified to perform such services; and

**WHEREAS**, Resolution No. 350 of 2012, adopted by the Monroe County Legislature on 12/11/2012, authorized the County Executive of Monroe County to execute a contract with the Contractor to perform the scope of services set forth in Section 1 hereof; and;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services for the County:

Law enforcement agencies receive STOP-DWI funding from New York State to support enhanced anti-DWI enforcement efforts in their jurisdictions.

2. The term of this Agreement shall be from 01/01/2013 through 12/31/2013. This contract may be terminated by either party upon thirty (30) days' written notice to the other party.

3. The County hereby agrees to reimburse the Contractor for actual expenses as budgeted with the

project title "name," herewith attached hereto as Attachment A "Activity Budget."

The County's reimbursement to the Contractor for all expenses is not to exceed ELEVEN THOUSAND, FOUR HUNDRED AND SEVENTY-FOUR Dollars (\$11,474.00). Said sum shall be paid as: claim vouchers at least quarterly, but not more frequently than monthly. Each claim voucher shall be supported by a worksheet showing a breakout of actual expenses by reporting categories as required by the New York State Division of Criminal Justice Services, and further supported by a worksheet identifying check numbers related to each type of expense. Payment by the County for the sum(s) herein contracted for shall be made upon the submission of properly executed Monroe County claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the Probation Administrator, or by his/her designee, and audited by the Controller of the County.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the County.

5. This Agreement shall be deemed executory only to the extent of funds available and the County shall incur no liability beyond the funds annually budgeted therefor.

6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this Agreement or its right, title or interest therein, nor any part thereof, nor any monies which are or will become due and payable thereunder without the prior written consent of the County.

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Contractor will at its own expense, obtain and maintain policies of insurance during the term of this agreement. The policies shall include the following: standard Worker's Compensation Insurance and statutory New York State Disability Benefits Insurance, or its equivalent; comprehensive general liability insurance (including, without limitation, contractual liability) covering bodily injury and property damage, with limits of liability in the amount of \$1,000,000 or more for each occurrence and an aggregate of \$3,000,000; professional liability, if required by law, in the amount of \$1,000,000 or more for each occurrence and an aggregate of \$3,000,000; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Original certificate evidencing such coverage and indicating that such coverage will not be canceled or amended in any way without ten (10) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the policy expiration date.

The Contractor's general and automobile liability insurance policy[ies], including umbrella insurance if required to meet the \$3,000,000 aggregate threshold, shall provide for and name the County of Monroe as additional insured. The policy[ies] must be endorsed by the insurance carrier to authorize the additional insured designations. Said endorsement[s] must be on file with Monroe County prior to the execution of any contracts. All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

10. Notwithstanding the limits of any policy of insurance provided pursuant to this Agreement, the Contractor agrees to indemnify and hold harmless the County and, at the request of the County, defend the County against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the County may incur, suffer or be required to pay by reason of or in consequence directly or indirectly, of the fault, failure, omission or negligence of the Contractor, its agents, officers, members, directors or employees, including any misrepresentations contained in the Agreement or the breach of any warranty made herein or the failure of the Contractor to carry out its duties under this agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement. The Contractor shall not be required to indemnify the County for any damage or loss arising out of any gross negligent act or willful misconduct of the County, its officers or agents.

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

Of the amount specified in § 2 of this Agreement, ZERO Dollars (\$0.00) of such amount or \_\_\_\_\_ percent (\_\_\_%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name: \_\_\_\_\_

Award Number: \_\_\_\_\_

Award Year: \_\_\_\_\_

Name of Federal Agency: \_\_\_\_\_

Catalog of Federal Domestic

Assistance (CFDA) Number: \_\_\_\_\_

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

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

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

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

Monroe County Internal Audit Unit

402 County Office Building

39 West Main Street

Rochester, New York 14614

Monroe County Office of Public Safety

City Place, 4th Floor

33 N. Fitzhugh St.

Rochester, NY 14614 - 1233

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

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

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

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as

required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).

Notice shall be given in writing to:

Employment Coordinator  
Monroe County Department of Human Services  
111 Westfall Road  
Room 214  
Rochester, NY 14620  
Telephone: (585)-753-1245  
Fax: (585)-753-6096

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

13. The Contractor certifies, to the best of its knowledge and belief, that the Contractor and its principals:

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

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

c. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b above; and

d. has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The Contractor further assures that all professional staff are qualified for their positions and all educational records and other credentials are genuine and on file. The records are to include but not limited to proof of: academic degrees, continuing education transcripts, state certifications, and professional licenses.

15. Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

Each party agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and anti-kickback laws, and to execute any amendments necessary for each party to comply with such laws, rules, regulations, orders and programs.

16. The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

17. Each party agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

18. This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

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

20. Both parties agree the following attachments are part of the Agreement:

ATTACHMENT A: Activity Budget

IN WITNESS THEREOF, Maggie Brooks of the COUNTY OF MONROE and ~~Maria C. Castaneda~~, Mayor of Village of Brockport, hereto have executed this agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

ATTACHMENT A

Activity Budget

[See attached document.]

DRAFT – LETTER OF SUPPORT

August 2013

The Honorable Darrell Issa  
Chairman  
Oversight and Government Reform Committee  
2157 Rayburn House Office Building  
Washington, DC 20515

The Honorable Elijah Cummings  
Ranking Member  
Oversight and Government Reform Committee  
2471 Rayburn House Office Building  
Washington, DC 20515

Dear Chairman Issa and Ranking Member Cummings:

I write in support of H.R. 1451, which would name the Post Office located at 14 Main Street in Brockport, New York in the memory of Staff Sergeant Nicholas J. Reid.

Our community was deeply saddened by the death of Staff Sergeant Reid, who was killed on December 13, 2012, at the age of 26, from the injuries he suffered from an improvised explosive device in Sperwan Village, Afghanistan during his second deployment.

Staff Sergeant Reid was born and raised in Brockport, having graduated from Brockport High School in 2004. He enlisted in the U.S. Army as an Explosive Ordnance Disposal specialist in August 2006. Following his training, SSG Reid was assigned to the 53<sup>rd</sup> Ordnance Company of the 3<sup>rd</sup> Ordnance Battalion based in Yakima Training Center in Washington.

While serving in the Army, SSG Reid earned the following medals: the Purple Heart, the Army Commendation Medal, Army Achievement Medal, Army Good Conduct Medal (2nd Award), National Defense Service Medal, Afghan Campaign Medal, Global War on Terrorism Service Medal, Non-Commissioned Officer Professional Development Ribbon, Army Service Ribbon, Overseas Service Ribbon, NATO Medal, the Senior Explosive Ordnance Badge and the Combat Action Badge. SSG Reid was also posthumously awarded the Bronze Star Medal for his service in Afghanistan.

The Village of Brockport would be proud to be the home of the Staff Sergeant Nicholas J. Reid Post Office Building and we believe that this would be a fitting tribute to honor the memory and contributions of this young man that so many in our community knew and loved. We proudly support H.R. 1451, and respectfully request that you consider this legislation at your earliest convenience.

Sincerely,

Margaret B. Blackman, Mayor



# 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*

*Reminder*

July 2013

## Main Street Property Owners

- from Clark Street north of the canal to the Adams/Park/Fair Streets intersection

**If your property has rental tenants, please share this information with them.**

Please take notice.

BISCO – Brockport Integrated Service and Community Organization will be holding its annual Brockport Summer Arts Festival on Saturday, August 10<sup>th</sup> and Sunday, August 11<sup>th</sup>. A flyer is enclosed that provides their website address for more information.

New York State Department of Transportation issued a special use permit authorizing the following street closure from 6pm Friday, August 9<sup>th</sup> to 6pm Sunday, August 11<sup>th</sup>:

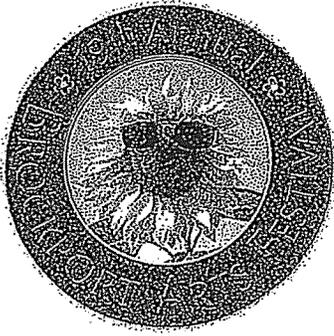
- Main Street (NYS Rt. 19) from Clark Street north of the canal to the Adams/Park/Fair Streets intersection

Please follow any traffic detours or parking regulations as appropriate. Thank you for your cooperation.

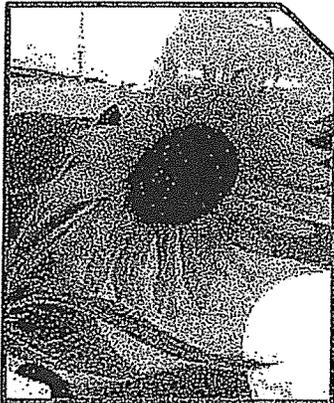
Sincerely,

Margaret B. Blackman  
Mayor  
Village of Brockport

Xc: Village Board / Department Heads



# Brockport Arts Festival



Watch for YNN Commercial



## August 10-11

### MAIN STREET

Sat. 10-6, Sun. 10-4:30

### Special Attractions Include:

- SUPER Vendors (many new)
- LIVE Entertainment inc. "Cool Musicians"
- Winetasting in the Big Tent w/nearby jazz
- FAMILY FUN at Morgan Manning House
- Sat. KIDS' Walk-a-thon
- Sat. Vintage CAR Cruise-In
- Canal Splash Weekend - See the Boats

### Sunday Specials Include

- Farmer's Market
- Pottery Making Demo
- DUCK Derby



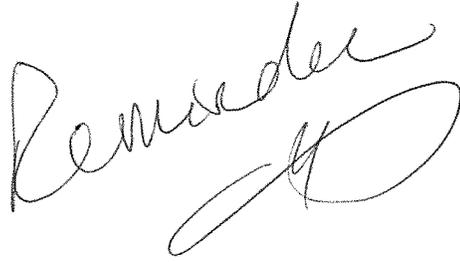
### Parking/Shuttles:

Sweden Plaza, Rt. 19

Festival Presented by the

**Brockport Integrated Service & Community Organization**  
Proceeds Benefit BISCO Community Projects

[www.brockportartsfestival.com](http://www.brockportartsfestival.com)



**VILLAGE OF BROCKPORT  
BOARD / COMMITTEE / VOLUNTEER OPPORTUNITIES**

Vacancies exist on the following:

FOR VILLAGE RESIDENTS

- Planning Board – meets 2<sup>nd</sup> Monday eve only upon application
  - complete a 5-year term in progress to 6/30/17
- Tree Board – meets 3<sup>rd</sup> Tuesday eve
  - complete a 4-year term in progress to 6/30/16
  - 4-year term to 6/30/17 (DPW rep)
- Ethics Board – meets as needed
  - complete 4-year term in progress to 6/30/16
- Parks Committee – meets as needed
  - complete a 4-year term in progress to 6/30/16

**Application deadline: Noon, August 15, 2013**

FOR GREATER BROCKPORT COMMUNITY MEMBERS

- Walk Bike Brockport Action Group – meets 2<sup>nd</sup> Thursday eve
- Emily L. Knapp Museum & Library of Local History Committee – meets as needed
- Welcome Center Canal front Greeters (May – October) - scheduled as needed

**Deadline: continuous recruitment**

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

Completed forms must be turned in to:

Leslie Ann Morelli, Village Clerk

Village of Brockport

49 State Street

Brockport, NY 14420

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

or [lmorelli@brockportny.org](mailto:lmorelli@brockportny.org)

Leslie Ann Morelli  
Village Clerk  
Village of Brockport

Dated: 7/23/13

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