

VILLAGE OF BROCKPORT

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

VILLAGE BOARD – MEETING AGENDA

Monday, May 5, 2014 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:** none
- **CERTIFICATES & PROCLAMATIONS:** none
- **PUBLIC HEARINGS:** none
- **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:** none
- **CONSENSUS ITEMS:**
 - Approval of minutes – 4/21 & 4/28
 - Approval of bills to be paid
- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 - Any Sidewalk Café Permit applications
- **PERSONNEL ITEMS:**
 - Drops/Add – Welcome Center Greeters
 - DPW Seasonal (Summer) Laborers – Search Committee hiring recommendation
 - Authorize advertising vacancy & request Civil Service title classification re Part Time Code Enforcement
 - Establishment of Housing Council
- **OLD or NEW BUSINESS:**
 - Consider Home Rule Message re Seymour Library proposed district
 - Call for 5/19 public hearing on Local Law of 2014 – proposed amendments to Village Code Chapter 36 Minimum Housing & Buildings Code
 - Authorize grant application to Rochester Area Community Foundation to help fund the creation of a mural on the wooden fence at Sagawa Park – a project of Walk! Bike! Brockport!
 - Accept & authorize Mayor to execute Monroe Avenue storm sewer replacement engineering proposal
 - Authorize Mayor to execute 6/1/14-5/31/15 J. O’Connell & Associates Grants Consultants agreement
 - Authorize Mayor to execute 6/1/14-5/31/15 Employee Health Systems EAP agreement
 - Authorize Mayor to execute 6/1/14-5/31/15 Pro Squared Facility Services agreement
 - Authorize Mayor to execute 6/1/14-5/31/15 Executive Carpet Cleaning agreement
- **VILLAGE BOARD REPORTS:**
 - Mayor Margaret B. Blackman
 -
 - Trustee/Deputy Mayor William G. Andrews
 -
 - Trustee Valerie A. Ciciotti
 -
 - Trustee Carol L. Hannan
 -
 - Trustee John D. La Pierre
 -
- **EXECUTIVE SESSION**
- **ADJOURNMENT**

Upcoming:

Village Board meetings: 7pm Monday, 5/19, 6/2, none 6/16 due to room prep for Village Elections

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

GUIDELINES FOR PUBLIC COMMENT:

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

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

VILLAGE OF BROCKPORT
SIDEWALK CAFÉ PERMIT APPLICATION

same as last year
PKW

Date of Application: 4/30/14

Fee submitted:

Proof of Insurance submitted:

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

Note: Applicant must attend the Village Board meeting.

- only if need - NOT

BUSINESS: Java Junction

PERSON / PERSONS IN CHARGE: Peter Apicella

ADDRESS: 56 Main St.

637 0728

TELEPHONE: 637 9330 FAX: ~~JavaJct@Frontier.net~~

E-MAIL: javajct@Frontier.net

DAYS OF WEEK SIDEWALK IS TO BE USED: 7

HOURS OF DAY SIDEWALK IS TO BE USED: 12

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

2 tables 8 chairs 5

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

Peter Apicella
SIGNATURE OF APPLICANT

PAID APR 30 2014 PER #5254 PAID



VILLAGE OF BROCKPORT

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

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

Village of Brockport DPW Seasonal Employment Opportunity

SUMMER EMPLOYMENT

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

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

Wage subject to experience. No benefits.

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

Employment application can be obtained at Brockport Village Hall
or downloaded from the Village website: www.brockportny.org.

Completed applications must be turned in to:

Leslie Ann Morelli, Village Clerk
Village of Brockport

49 State Street, Brockport, NY 14420
Monday thru Friday 8:30 am to 4:30 pm

Application Deadline: Noon, Monday, April 28, 2014

*DPW Staff to
advise VB + Clerk
of hiring recommendation
for 3/5 + for 5/19 VB meeting*

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

DRAFT

RESOLUTION - VILLAGE OF BROCKPORT

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Oliver Middle School L.G.I. 40 Allen Street Brockport, NY 14420 on May 5, 2014 the following resolution was regularly made, seconded and carried:

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

MOVED BY: Trustee _____ SECONDED BY: Trustee _____

IN FAVOR: _____

OPPOSED: _____

RESULT: _____ / _____

WHEREAS, the Seymour Library is beginning the process of creating a Special Legislative District Public Library, and

WHEREAS, passage of a Bill in the New York State Legislature is required to authorize a local referendum to create the library district,

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees of the Village of Brockport requests New York State Senator George Maziarz to sponsor, and New York State Assemblyman Stephen Hawley to co-sponsor, legislation authorizing a local vote to create a Special Legislative District Public Library.

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK)
County of Monroe) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on May 5, 2014 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this ___ day of May 2014.

Leslie Ann Morelli, Village Clerk

Seal

DRAFT

VILLAGE OF BROCKPORT Notice of Public Hearing

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

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

Text of proposed local laws will be posted to the Village website at www.brockportny.org by end of day May 9th and may be examined at Village Hall during regular business hours after that date.

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

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: 5/5/14

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

DRAFT

RESOLUTION - VILLAGE OF BROCKPORT

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Oliver Middle School L.G.I. 40 Allen Street Brockport, NY 14420 on May 5, 2014 the following resolution was regularly made, seconded and carried:

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

MOVED BY: Trustee _____ SECONDED BY: Trustee _____

CARRIED ___/___

RESOLVED, to authorize the Village's grantwriters, J. O'Connell & Associates, to prepare an application for a grant through the Rochester Area Community Foundation to help fund the creation of a mural on the wooden fence at Sagawa Park, a project of Walk! Bike! Brockport!

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK)
County of Monroe) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on May 5, 2014 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this ___ day of May 2014.

Leslie Ann Morelli, Village Clerk

Seal

Leslie Morelli

From: Harry Donahue [hdonahue@brockportny.org]
Sent: Monday, April 28, 2014 3:25 PM
To: 'John LaPierre'
Subject: FW: Village of Brockport Monroe Avenue Storm Sewer Replacement
Attachments: Web Scan - Default basket #004.pdf

John,

See attachment. Would you see to it that this proposal goes before the board for approval? We can put \$4,400 down from this year's engineering line then pay the balance from the grant monies we receive for this job.

Thank you, Harry

From: Sandra Obi [mailto:SandraObi@ChatfieldEngineers.com]
Sent: Monday, April 28, 2014 1:29 PM
To: Margaret B. Blackman (mblackman@brockportny.org); Harry Donahue
Cc: Scott Mattison; John Paul Schepp
Subject: Village of Brockport Monroe Avenue Storm Sewer Replacement

Attached please find correspondence from John Paul Schepp, P.E. regarding a proposal for the above referenced project.

Regards,
Sandy

Sandra Obi
Chatfield Engineers, P.C.
2800 Dewey Avenue
Rochester, NY 14616
sandraobi@chatfieldengineers.com
(585)227-6040 (phone)
(585)227-4233 (fax)



CHATFIELD ENGINEERS, P.C. • 2800 Dewey Avenue • Rochester, New York 14616
(585) 227-6040 • Fax (585) 227-4233

April 28, 2014

CE Proposal #14-1097

Mayor Margaret Blackman and
Village Board Members
Village of Brockport
49 State Street
Brockport, New York 14420

RE: Village of Brockport Monroe Avenue Storm Sewer Replacement
Engineering Services Proposal

Dear Margaret and Village Board Members:

We are pleased to provide a proposal for Engineering Services for the Village of Brockport Monroe Avenue Storm Sewer Replacement.

The project is located along Monroe Avenue between Main Street (NYS Route 19) and Utica Street. The project involves the replacement of approximately 875 linear feet of the existing storm sewer and storm sewer structures.

We understand the Village of Brockport has obtained a grant through Monroe County and that the Department of Public Works will complete the installation of the new storm sewer and storm sewer structures.

The Engineering Services to be provided by Chatfield Engineers includes the following:

1. Preliminary Phase

- a. Attend meetings with the Village, as necessary
- b. Review design parameters.

2. Surveying

- a. We will use a surveyor to provide mapping of project area including elevations and locations of existing structures.
- b. We will utilize aerial photographs and existing Village mapping, and provide supplemental field surveying as necessary for preparation of Plans for completion of the project.
- c. Perform field edit of mapping.

3. Design Phase

- a. Preparation of Plans in accordance with the Project Scope.
- b. Preparation of Material Specifications and Bidding of materials.
- c. Coordination and Meetings with the Village and any other involved parties as required.
- d. Preparation of Final Construction Cost Estimate.
- e. Quality Control/Quality Assurance.
- f. Coordination and Administration throughout project, as required.

4. Permits and Approvals

- a. Submission to the New York State Department of Transportation for a Highway Work Permit.

5. Construction Phase

- a. Coordination during construction, as necessary

6. Record Drawings

- a. Review and coordination of As-built information to be recorded by the Village of Brockport.
- b. Prepare Record Drawings of the completed work.

Items not included in this proposal are as follows:

- 1. Permit fees, license fees, and laboratory testing fees.
- 2. Printing of Documents (plans and material specifications) for approval process and bidding process.
- 3. Preparation of Temporary and/or Permanent Easements (to be completed by the Village Attorney). Chatfield Engineers, P.C. will prepare maps and descriptions of the easements, for the Village Attorney's use.

* Construction Plans will show the proposed easement locations which may be utilized by the Village Attorney for obtaining easements.



The Summary of Proposed Engineering Fees for the entire project is provided as follows:

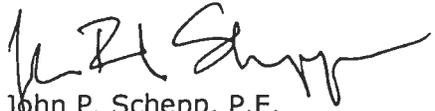
1.	Preliminary Phase Services	= \$ 224
2.	Surveying	= \$ 3,876
3.	Design Phase Services	= \$ 3,148
4.	Permits and Approval Phase	= \$ 896
5.	Construction Phase	= \$ 536
6.	Record Drawings	= \$ 742
	Lump Sum Amount (Items 1 through 6)	= \$ 9,422

We have attached to this letter, a breakdown of our estimated man-hours for each task along with the associated Engineering Fees, for your use.

Items 1 through 6 listed above will each be billed on a lump sum basis, at the percentage of completion each month.

Upon your review, should you have any questions or concerns, please contact me at your convenience. Upon your approval please return one (1) signed copy of this proposal.

Sincerely,



John P. Schepp, P.E.

Enc.

cc (by email only):

Harry Donahue, Superintendent of Public Works

Acceptance of Proposal By: _____ Date: _____



**Village of Brockport Monroe Avenue Sanitary Sewer Project Estimated Manhours
April 28, 2014**

Task	Hours	Hourly Rate	Total Amount
1. Preliminary Phase			
Project Manager	1	\$96.00	\$96.00
Project Engineer	2	\$64.00	\$128.00
		Sub-Total Amount =	\$224.00
2. Surveying			
Project Manager	0	\$96.00	\$0.00
Project Engineer	8	\$64.00	\$512.00
Technician	16	\$54.00	\$864.00
Specialist	25	\$100.00	\$2,500.00
		Sub-Total Amount =	\$3,876.00
3. Design Phase			
Project Manager	4	\$96.00	\$384.00
Project Engineer	28	\$64.00	\$1,792.00
Technician	18	\$54.00	\$972.00
		Sub-Total Amount =	\$3,148.00
4. Permits and Approvals			
Project Manager	4	\$96.00	\$384.00
Project Engineer	4	\$64.00	\$256.00
Project Engineer	4	\$64.00	\$256.00
		Sub-Total Amount =	\$896.00
5. Construction Phase			
Project Manager	2	\$96.00	\$192.00
Project Engineer	2	\$64.00	\$128.00
Technician	4	\$54.00	\$216.00
		Sub-Total Amount =	\$536.00
6. Record Drawings			
Project Manager	0	\$96.00	\$0.00
Project Engineer	4	\$64.00	\$256.00
Technician	9	\$54.00	\$486.00
		Sub-Total Amount =	\$742.00
		Total Amount =	\$9,422.00

Village of Brockport Monroe Avenue Sanitary Sewer Project Estimated Manhours
April 28, 2014

Task	Project Manager	Project Engineer	Technician	Specialist
1. Preliminary Phase				
Meetings with Village, Etc.	1	1	0	0
Review Design Parameters	0	1	0	0
Sub-Total =	1	2	0	0
2. Surveying				
Basemapping	0	4	12	25
Field Edit Mapping	0	4	4	0
Sub-Total =	0	8	16	25
3. Design Phase				
Preparation of Detailed Plans (5)	0	8	16	0
Preparation of Material Specifications	0	3	0	0
Material Bid Administration & Coordination	2	8	0	0
Meetings with Village	0	2	0	0
Preparation of Final Cost Estimate	0	1	0	0
Quality Control	1	2	2	0
Coordination & Administration	1	4	0	0
Sub-Total =	4	28	18	0
4. Permits and Approvals				
NYS DOT Highway Work Permit	4	4	4	0
Sub-Total =	4	4	4	0
5. Construction Phase Engineering				
Assist in Layout	0	2	4	0
Coordinate with Village	2	0	0	0
Sub-Total =	2	2	4	0
6. Record Drawings				
Review/Coord. of Village As-Built Records	0	2	1	0
Preparation of As-Built Record Drawings	0	2	8	0
Sub-Total =	0	4	9	0

J.O'Connell&Associates, Inc. 
GRANTS CONSULTANTS

10646 Main Street

Clarence, New York 14031

(716) 759-8580

THIS AGREEMENT, made this _____ day of _____, 2014 by and between **J. O'CONNELL & ASSOCIATES, INC., GRANTS CONSULTANTS**, having its principal place of business at 10646 Main Street, Clarence, New York 14031, hereinafter referred to as "J. O'CONNELL & ASSOCIATES, INC.," and the **VILLAGE OF BROCKPORT** having its principal place of business at 49 State Street, Brockport, NY 14420, hereinafter referred to as "THE ORGANIZATION."

WITNESSETH:

WHEREAS, J. O'CONNELL & ASSOCIATES, INC. is engaged in the business of grants consultation; and

WHEREAS, THE ORGANIZATION is desirous of retaining the professional services of J. O'CONNELL & ASSOCIATES, INC.;

NOW, in consideration of the mutual promises and covenants contained herein, it is agreed between the parties hereto as follows:

1. That THE ORGANIZATION retains the professional services of J. O'CONNELL & ASSOCIATES, INC. for a period commencing June 1, 2014 and ending on May 31, 2015.

2. That THE ORGANIZATION agrees to pay J. O'CONNELL & ASSOCIATES, INC. for professional services rendered hereunder, the sum of Thirty-four Thousand (\$34,000.00) Dollars, payable as follows: the sum of Eight Thousand Five Hundred (\$8,500.00) Dollars in advance for the first three-month quarter and Eight Thousand Five Hundred (\$8,500.00) Dollars for every quarter thereafter upon presentation of invoice for professional services performed by J. O'CONNELL & ASSOCIATES, INC.

3. In consideration of the sums to be paid by THE ORGANIZATION, J. O'CONNELL & ASSOCIATES, INC. agrees to:

- (1) Conduct a needs assessment of THE ORGANIZATION, to identify potentially fundable programs;
- (2) Present identified programs into a form that becomes acceptable to the grant reviewer;
- (3) Conduct an on-going review of available funding sources that allows THE ORGANIZATION immediate knowledge of multiple sources;
- (4) Prepare organizational background statements, and formal letters of intent to submit to the granting agencies;

- (5) Develop COMPLETE proposals into written form that keeps them in compliance with the grant guidelines;
- (6) Follow-up on all grant applications that have been submitted on THE ORGANIZATION'S behalf;
- (7) Attend meetings with THE ORGANIZATION, ORGANIZATION staff, ORGANIZATION board members, government officials; and,
- (8) Prepare periodic status reports that keep THE ORGANIZATION informed as to the progress of the grants activities.

4. This Agreement can be terminated if J. O' CONNELL & ASSOCIATES, INC., breaches or violates any of the contract terms, both parties will attempt to negotiate a settlement that is acceptable to all parties. If an acceptable settlement or arrangement cannot be agreed upon by both J. O'CONNELL & ASSOCIATES, INC., and THE ORGANIZATION, each party will have available to them any and all appropriate legal remedies.

5. This Agreement may be terminated by THE ORGANIZATION by providing notification in writing delivered via the U.S. mail, overnight courier service or in person, stating said contract is being terminated. THE ORGANIZATION will be responsible for payment to J. O'CONNELL & ASSOCIATES, INC. for all work performed until J. O'CONNELL & ASSOCIATES, INC. receives such written termination.

6. This Agreement may not be changed, modified or altered except upon the express written consent of the parties hereto.

7. If THE ORGANIZATION requests the presence of J. O'CONNELL & ASSOCIATES, INC. at an out of town meeting, travel is billable at the IRS rate or coach class airfare (whichever is less). Out of town travel would be outside of the Western New York Area, or 200 miles round trip from the offices of J. O'CONNELL & ASSOCIATES, INC.

8. J. O'CONNELL & ASSOCIATES, INC. is a professional grants consulting firm, and as such is an independent contractor, and in no way shall be deemed as an employee of THE ORGANIZATION.

Date: April 11, 2014

J. O'CONNELL & ASSOCIATES, INC.,
GRANTS CONSULTANTS

BY Jean K O'Connell
JEAN K. O'CONNELL,
PRESIDENT

Date: _____

VILLAGE OF BROCKPORT,

BY _____

MARGARET BLACKMAN,
MAYOR

Employee Health Systems

Village = \$658 -
Library = \$266 -
\$924 -

EMPLOYEE HEALTH SYSTEMS
1577 WEST RIDGE ROAD
ROCHESTER, NEW YORK 14615
(585) 865-7446

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

Between Employee Health Referral Systems, Inc., 1577 West Ridge Road, Rochester, New York 14615, hereinafter referred to as EHS and Village of Brockport, 49 State Street, Brockport, New York 14420 hereinafter referred to as employer.

EHS agrees to provide Employee Assistance Program services for covered employees and eligible family members residing in the same household as stated herein.

Program services shall begin on June 1, 2014 and end on May 31, 2015 covering 66 employees. Employer agrees to pay EHS the sum of \$924.00 for services provided under the terms of this agreement.

Services provided by EHS under terms of this agreement are stated in items one through fifteen herein;

1. PROGRAM CONSULTATION and support is provided throughout the contract period as required to implement and maintain an effective program.
2. SUPERVISOR TRAININGS are presented to all managers and supervisors. Program includes concepts, goals, objectives, job performance documentation, intervention techniques, administrative referral process, and effective utilization of the program. (1 - 1 1/2 hours)
3. EMPLOYEE ORIENTATIONS are presented to all employees. Orientation covers program services, when and how to use, confidentiality, and the benefits of accepting professional assistance. (20 - 30 minutes)

1577 West Ridge Road • Rochester, NY 14615 • (585) 865-7446 • Fax: (585) 865-7531
2280 East Avenue • Rochester, NY 14610 • (585) 473-4913
www.employeehealthsystems.com

4. On-SITE SEMINARS covering current workplace issues are available to EAP accounts under contract at minimal expense. A current listing of seminar topics and expense fees is available upon request. In second year and subsequent year agreements on-site seminars are provided as part of the EAP contract without additional fees (1 hour per 100 employees covered).
5. DOT REQUIRED SUBSTANCE ABUSE EVALUATIONS are available through the EAP for employees in safety sensitive positions that have tested positive under DOT rules. There will be an additional fee of \$450.00 for each employee that has tested positive and referred to EAP for a substance abuse evaluation, recommended treatment plan, work reintegration interview and follow-up services.
6. ON-SITE TRAUMA RESPONSE SERVICES are provided to address the emotional impact of catastrophic workplace events and to assist employees in understanding and processing the emotional impact of the traumatic event. Two (2) trauma response events totaling 3 hours will be provided as part of this agreement. Any additional request will have an additional fee.
7. PROGRAM PROMOTIONAL MATERIAL will be provided throughout the contract period to maintain a high level of program visibility. Nine promotional items are provided per year including brochures, posters, wallet cards, and other materials.
8. UNLIMITED MANAGEMENT CONSULTATIONS are provided as required to assist management and supervisors in the development of a constructive intervention plan to address unacceptable job performance.
9. ADMINISTRATIVE REFERRAL SYSTEM is available to provide managers and supervisors with a constructive option in addressing unacceptable job performance.
10. PROGRAM MAINTENANCE is provided throughout the contract period. Upon request an account representative will visit your organization to review program performance and recommend any changes required to maintain an effective program.
11. UNLIMITED TELEPHONE COUNSELING AND REFERRAL services are available to employees and eligible family members who wish to formally enter the EAP program and/or receive supportive counseling or referral to other community services.

PAGE 3

12. TWENTY FOUR (24) HOURS, 7 days a week, toll free access to Employee Assistance Program services is provided as follows:

STANDARD BUSINESS HOURS

Monday through Friday:

Comprehensive EAP Assistance – 9:00 AM to 6:00 PM

Critical Situations:

Anytime, 24 hours per day, 7 days per week.

13. CONFIDENTIALITY is provided to everyone who utilizes the program, except in cases of child abuse, a significant threat to safety and well being to self and others, and other applicable state and federal laws or unless an approved release has been signed by the employee involved authorizing specific information to be released. (See Statement of Understanding).
14. PROGRAM UTILIZATION REPORTS are provided quarterly as well as an annual summary of utilization.
15. DIAGNOSTIC EVALUATION AND SHORT-TERM COUNSELING services are provided under the terms of this agreement. Services provided are defined as up to four (4) face-to-face counseling sessions with an EHS counselor for each unrelated family problem per contract year for the purpose of diagnosing the client's difficulty, provide brief counseling when appropriate, to prepare and recommend a treatment plan, and to refer the client for counseling when required. Employees or covered family members that require long-term treatment will be referred upon completion of an in-depth diagnostic evaluation (average two (2) sessions). The number of counseling sessions granted is determined by the EHS case manager and is based on clinical facts of each case.

Services NOT covered under terms of this agreement: psychiatric testing, psychological testing, student aptitude testing, attention deficit disorder evaluation, driving while intoxicated referrals, court ordered/legal referrals, any medical services, and DOT substance abuse evaluations. Family members that do not reside in the same household as the covered employee are not covered by services.

PAGE 4

EHS under the terms of this agreement is considered to be an independent contractor and not affiliated with, or an agent of, employer.

EHS will hold employer harmless for any and all acts performed by EHS, its employees, officers, or subcontractors under terms of this agreement.

EHS will provide and maintain professional liability insurance coverage throughout the term of this agreement.

Employer agrees to designate an internal coordinator to facilitate program activities with Employee Health Systems staff, including the scheduling of training programs, distribution of program materials, and monitoring of program performance.

No other services are expressed or implied under the terms and conditions of this agreement.

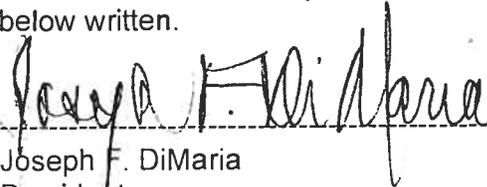
This agreement may be assigned by Employee health Systems without the prior, written consent of the other party.

This agreement may be terminated by either party upon sixty (60) days written notice delivered in person or by certified mail to the parties principal office as herein set forth.

Employee Health Systems hereby agrees to provide services as specified in this agreement for the sum of \$924.00.

Fees are computed as follows:
66 employees @ \$14.00 average per year.

In witness whereof the parties hereto have executed this agreement the day and year below written.



Joseph F. DiMaria
President,
EMPLOYEE HEALTH SYSTEMS

Margaret Blackman
Mayor
VILLAGE OF BROCKPORT

APRIL 17, 2014

Date

Date

*NOTE: 47 employees are Village employees
19 employees are Library employees



Prepared For: Leslie Ann Morelli

Prepared By: Steven Bassini



exponentially
better

Date: April 30, 2014

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

Dear Leslie,

I would like to thank you for giving Pro Squared the opportunity to earn your business. After listening carefully to your requirements and thoroughly reviewing your building measurements, human resources, and environmental influences, we have developed the following customized program. I think you will find our program reflects true attention to the details that will make your experience exponentially better!

At Pro Squared, our goal is to provide solutions that protect your facilities assets, and improve the aesthetics and environment for your customers and associates. Wherever possible, we use products that are Certified Green Seal approved, and provide low VOC's, for the health and well being of all. We minimize indoor air pollutants, and maximize technology to provide you and your facility with best in class performance and industry leading environmental stewardship.

We treat your facility with a strict set of governing principles. We orchestrate the services of skilled professionals, utilize the latest - proven technology, incorporate state-of-the-art communication tools and systematically manage and monitor your satisfaction. Pro Squared building specialists and inspectors will regularly review your facility to insure quality standards are kept, and your satisfaction is insured.

Our promise to you in this proposal is competitive pricing based on an exponentially better level of quality service, performed by dedicated, reliable professionals. Every service provider in your facility is trained and appropriately certified, thoroughly background checked, uniformed, and wears Pro Squared identification at all times.

We commit to meeting your expectations...

A smooth, coordinated, headache-free start-up.

Consistently on-time, on-budget, industry leading service delivery.

Proactive care and solutions driven by World Class professionals with exacting standards.

The attached maintenance program was custom tailored specifically for you based on the actual conditions in your facilities and the objectives communicated to us. If after reviewing, you should have questions or need to make any final adjustments or modifications, please feel free to call me; otherwise, all we need to get started is your signature.

Sincerely,

A handwritten signature in black ink, appearing to read "S.W. Bassini". The signature is fluid and cursive, written over a light-colored background.

Steven W. Bassini
Building Consultant



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STATEMENT OF WORK: GENERAL CLEANING

DESCRIPTION OF WORK ELEMENT:

FREQUENCY:



Dust Horizontal surfaces. Desks, credenzas, counter tops, file cabinet tops.

Every Service



Spot clean horizontal surfaces, remove spillage, cup rings and other removable marks.

Every Service



Remove fingerprints and smudges from entrance doors and internal glass.

Every Service



Empty waste paper baskets & recycling bins, replace liners.

Every Service



Sanitize and polish drinking fountains.

Every Service



Disinfect light switches, plates, door handles and other touch points.

Every Service



Disinfect telephone receivers and dust phone bases. Scan keyboards with UV light wands.

Every Service



Clean walls of fingerprints and smudges.

Every Service



High Dust: vents, door frames, ceiling corners
Low Dust: desk frames, tables & chairs.

Every Service



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STATEMENT OF WORK: RESTROOMS

DESCRIPTION OF WORK ELEMENT:

FREQUENCY:



Clean & disinfect counter tops, sinks, toilets, toilet seats and urinals.

Every Service



Clean & disinfect all dispensers, fixtures, door handles, light switches and mirrors.

Every Service



Empty, clean and sanitize trash receptacles.

Every Service



Empty sanitary napkin receptacle and disinfect (where applicable).

Every Service



Spot clean partitions and wall tiles.

Every Service



Sweep and thoroughly mop floor with germicidal solution.

Every Service



Polish all dispensers, mirrors and shiny surfaces.

Every Service



High dust: partition and door tops, vents, and mirror frames.

Every Service



Clean & disinfect partitions and walls around toilets and urinals.

Every Service



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STATEMENT OF WORK: BREAK AREAS/KITCHEN

DESCRIPTION OF WORK ELEMENT:

FREQUENCY:



Counters and table tops cleaned with disinfectant.

Every Service



Fronts of counters and chairs cleaned.

Every Service



Sinks cleaned with disinfectant.

Every Service



Wipe down outside of refrigerator and microwave.

Every Service



Trash removed.

Every Service



Coffee machine turned off.

Every Service



Inside of microwave cleaned.

Every Service



Sink thoroughly scoured and polished.

Every Service



Table and chair legs cleaned.

Every Service



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STATEMENT OF WORK: SPECIAL NOTES

DESCRIPTION OF WORK ELEMENT:

FREQUENCY:



Welcome Center to be cleaned May 1st -
October 15th ONLY

1 time per week



Price for Welcome Center (11 Water Street) and
Village Hall (49 State Street) combined

1 time per week



Police Department (1 Clinton Street) separated
out

1 time per week



Windows cleaned inside/out

2 times per year





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Terms & Conditions of Service

1. The undersigned ("Client" or "you") hereby engages Impressive Facility Services, Inc. LLC. dba Pro Squared Facility Services ("Pro2" or "Pro Squared Facility Services" or "we") to perform services according to the attached scope of work (the "Services").
2. As a courtesy, for contracted recurring services, we will issue an invoice to you for Services dated on the first of each month for the current month of Service, and you agree to pay Pro2 the amount that is due on or before the tenth of the month. For work order or non-recurring services, we will issue an invoice immediately upon completion of the Services and you agree to pay Pro2 within ten days of the billing date. Late payments will incur interest at a rate of 1.5% per month or the maximum amount legally chargeable (a minimum of \$15 will be charged as a late fee). Special Services (such as periodic stripping and waxing floors) that are amortized in the monthly billing fee, but are not delivered monthly, will become immediately due and payable in full if this agreement is terminated for any reason. Any Services delivered as a sales Incentive or promotion will become due and payable in full if this agreement is terminated for any reason, or if you breach this agreement, during the Initial term. You agree to reimburse our costs for any and all amounts incurred in enforcing the payment obligations hereunder, including, and without limitation, attorney fees and all other collection fees and expenses.
3. Services will only be provided on the following days if it is explicitly indicated on the Federal Holiday Work Schedule as an "included" service day. If Services are performed on a Federal Holiday that is not included as an included service day then an additional charge of 2X the imputed daily rate will be charged in the next invoice. These days include New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. All charges for Services on included services days that are Federal Holidays are included, on a pro-rated basis, in the monthly fee.
4. This agreement is for a term of 12 consecutive months commencing on the later of (a) the last date written on the attached signature page; or (b) the actual date that Pro2 commences providing the Services. This agreement will automatically renew on each consecutive anniversary of this agreement upon the same terms and conditions, unless either party gives the other party written notice of its intention to terminate, at least 60 days, but not more than 90 days before the applicable anniversary date.
5. You agree to promptly notify Pro2 of any performance issues in person, via Informal email or via telephone, in detail, by contacting the assigned Service Area General Manager or the Pro2 office prior to formal written notification. This agreement may be terminated by Client only for cause, which shall include a material defect in the performance of the Services by Pro2. If Client intends to terminate this agreement for cause, Client must first give Pro2 formal written notice, specifying in detail, the nature of any defect in performance. Pro2 has 30 days to cure the defects specified in such notice. If the specified defects have not been cured at the end of the 30th day, then Client must notify Pro2 in writing of Pro2's failure to cure the specified defects, and this agreement shall terminate effective 30 days from the date of such notice. All written notices must be timely given and sent via certified mail, return receipt requested. If you terminate this agreement without fully complying with this Section, you agree that you will pay Pro2 liquidated damages calculated as follows: (a) the average of Client's monthly billings for the past three months (or such shorter period of time that this agreement has been in effect) before termination of this Agreement, multiplied by (b) the number of months remaining in the then-current term. Client acknowledges and agrees that the amount of liquidated damages determined in accordance with the preceding formula reasonably represents our monetary loss resulting from your non-compliance in terminating this agreement.
6. You agree that during the term of this agreement, and for a period of 180 days after expiration or termination of this agreement for any reason, you will not solicit or engage, directly or indirectly, any employees, agent, representative, contractor or other affiliate of Pro2 to perform services that are similar to the Services or any other services that Pro2 currently offers to its customers.
7. You acknowledge and agree that all or any portion of the Services may be assigned or delegated to a Pro2 authorized independent contractor or other third party.
8. The individual signing below on your behalf is your duly authorized representative. If he or she is not so authorized, the undersigned signatory shall be individually responsible for all obligations hereunder.

Client Initials: _____

Phone: 585-568-8308  Fax: 585-568-8309

www.Pro2FS.com



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Our Agreement

This agreement is made between Pro Squared Facility Services (Pro Squared) and Village of Brockport (Client) and becomes effective on the service start date indicated below. Client agrees to abide by the Terms and Conditions as attached.

Client will provide all paper products, hand soap, and replacement liners for trash receptacles.

Service provided: Janitorial Services (1 day per week)

Monthly Billing: \$255.00 per month - Village Hall & Welcome Center

\$328.00 per month - Police Department

Window Cleaning: \$ 50.00/cleaning

Client Legal Name: Village of Brockport

DBA if applicable:

Service Address:

Client

By:

Title:

Date:

Pro Squared:

By:

Title:

Date:


4/30/14

This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable service solutions. We reserve the right to withdraw this proposal if it is not accepted within 30 days.

Please FAX signed agreement to: 585-568-8309

Attn: Steve Bassini

Executive Carpet Cleaning
84 Carrie Marie Lane
Hilton, NY 14468
(585) 392-0182

April 15, 2014

Brockport Village Offices
49 State Street
Brockport, NY 14420

Attn: Leslie Morelli

Estimate for carpet maintenance at the Brockport Village Hall for the fiscal year 6/1/14-5/31/15. Cleaning will be done twice a year and charged per occasion. Cleaning dates will be determined by Leslie and Executive Carpet Cleaning.

Walk-off mats, conference room, Mayor, back hall, front reception, back reception, payroll, main hall, treasurer, and zoning. Total \$450.00 per occasion.

Estimate for carpet maintenance at the Brockport Police Department for the fiscal year 6/1/14-5/31/15. Cleaning will be done twice a year and charged per occasion. Cleaning dates will be determined by Bambie and Executive Carpet Cleaning.

Conference room, men's locker room, office, patrol room, women's locker room, upper hall, steps, interview rooms 1 & 2, processing, reception, lower hall, Chief's office. Total \$450.00 per occasion.

Estimate for carpet maintenance at the Brockport Welcome Center for the fiscal year 6/1/14-5/31/15. Cleaning will be done once per year. Cleaning date will be determined by Harry and Executive Carpet Cleaning. Total will be \$130.00

Estimate for carpet maintenance at the Department of Public Works for the fiscal year 6/1/14-5/31/15. Cleaning will be done twice per year and charged \$100.00 per occasion. Cleaning dates will be determined by Harry and Executive Carpet Cleaning.

Thank you,

Jeff Helmer

ASSEMBLYMAN STEVE HAWLEY WANTS TO HEAR FROM YOU



ASSEMBLYMAN STEVE HAWLEY

Will host Town Hall meetings in our community:

Village of Brockport/Town of Sweden

Saturday, May 10th, 2014

10:45-11:15am

Village Hall

49 State Street

Brockport

Come meet the Assemblyman
Discuss state issues that are important to YOU.

For more information, please contact
Assemblyman Steve Hawley's office at: (585) 589-5780.