

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 18, 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:**
 - Sue Savard & Deborah Foss-Talley – revitalization of Emily L. Knapp Museum & Library of Local History
- **PUBLIC HEARINGS:**
 - Proposed Local Law of 2014 - cable television franchise agreement with Time Warner Cable
 - Proposed Local Law of 2014 – Village Code revitalization project completed – codification via local law
- **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:**
 - Rural Health Social Work – Angela Allen – re rural medical unit/VA
- **CONSENSUS ITEMS:**
 - Approval of minutes – 8/4
 - Approval of bills to be paid
- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 - Tax collection update
 - Employee/retiree benefits notices
 - 2014-2015 LGRMIF grant – historic/museum records
- **DEPARTMENT REPORTS:** (VB meeting the 3rd Monday of each month)
 - Treasurer – Daniel P. Hendricks
 - Financial reports for period ending 7/31/14
 - Budget Transfers & Budget Amendments
 - Building / Zoning / Code Enforcement – David J. Miller, Jr.
 -
 - Police – Police Chief Daniel P. Varrenti
 -
 - Public Works – Superintendent Harry G. Donahue
 -
- **PERSONNEL ITEMS:**
 - Part Time School Traffic Guard – hiring recommendation
 - Part Time Clerks to Village Justices –
 - Extend residency requirement to encompass Monroe County & authorize vacancy notice
 - Various Board/Committee/Volunteer vacancies – authorize vacancy notice
- **OLD or NEW BUSINESS:**
 - Award sale via Auctions International results – 2 police cars, 1 bucket truck, 1 plasma cutter, 2 chain falls
 - Amend purchasing/procurement policy
 - Authorize grant application – TAG (technical assistance grant) - feasibility study of Village Hall
- **VILLAGE BOARD REPORTS:**
 - Mayor Margaret B. Blackman
 - Website re-design
 -
 - Trustee/Deputy Mayor William G. Andrews
 - Trustee Valerie A. Ciciotti
 - Trustee Carol L. Hannan
 - Trustee John D. La Pierre
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**

Upcoming:

Village Board work session: 7pm Monday, 8/25

Village Hall closed for holiday: Monday, 9/1 (no Village Board meeting)

Village Board meeting: 7pm Monday, 9/15 (with Attorney, Treasurer, and Department Heads)

GUIDELINES FOR PUBLIC COMMENT:

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

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

VILLAGE OF BROCKPORT PROCLAMATION

WHEREAS, Sue Savard and Deborah Foss-Talley provided crucial leadership in the revitalization of the Emily L. Knapp Museum and Library of Local History; and

WHEREAS, they collaborated and served with the museum committee and its chair; and

WHEREAS, they spent many long hours organizing and labeling the extensive holdings of the museum; and

WHEREAS, they recruited many hard-working and able volunteers to assist them; and

Whereas, they helped to organize and participated in a grand re-opening celebration of the revitalized museum with over one hundred visitors; and

Whereas, they largely completed one phase of that task of revitalization; and

Whereas, they are taking this moment of success and recognition to step down from their service, and turn their creative energies elsewhere; now

BE IT THEREFORE RESOLVED, I, Margaret B. Blackman, by virtue of the authority vested in me as Mayor, and on behalf of the Village Board, do hereby tender this proclamation resolved that their efforts and valuable contributions to this community's cultural resource are gratefully recognized.

IN WITNESS WHEREOF, we have here unto set our hands and caused the Corporate Seal of the Village of Brockport to be affixed this 18th day of August, in the year 2014.

Margaret B. Blackman, Mayor

William G. Andrews, Trustee/Deputy Mayor

Valerie A. Ciciotti, Trustee

Carol L. Hannan, Trustee

John D. La Pierre, Trustee





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 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, August 18, 2014**, in the Village Hall conference room 49 State Street, Brockport, NY 14420 regarding renewal of the cable television franchise agreement by and between the Village of Brockport and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Village Clerk's office and on the Village website. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: 7/7/14

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



Chris Mueller
Director of Local Franchising, Corporate

May 19, 2014

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

RE: Village of Brockport Draft Franchise Agreement

Dear Mayor Blackman:

Please find enclosed pursuant to the provisions of Section 626(h) of the Cable Act a proposed agreement for renewal of Time Warner Cable's franchise with the Village of Brockport, NY.

I've also enclosed a sample Public Hearing Notice and Resolution as a reference. Feel free to use these documents.

I am very willing to discuss this proposal with you if you wish. I can be reached by phone at 585-756-1326 or via email: chris.mueller@twcable.com.

Regards,

A handwritten signature in cursive script, appearing to read "Chris Mueller".

Director, Local Franchising
Time Warner Cable – Northeast Region

Enclosure

VILLAGE OF BROCKPORT – DRAFT FRANCHISE AGREEMENT
May 19, 2014

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Brockport, New York

AND

Time Warner Cable Northeast LLC
d/b/a Time Warner Cable

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of _____ between the Village of Brockport (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated _____ and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Village of Brockport/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.
- 2.2 “Cable Service” shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 “Cable System” or “System” shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.
- 2.4 “Channel” means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 “Effective Date” has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 “FCC” means the Federal Communications Commission, its designee, or any successor thereto.
- 2.7 “Franchise Area” means the territorial area of the Village of Brockport. Such area shall include all areas annexed by the Village of Brockport. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 “Grantee” means Time Warner Cable Northeast LLC or any successor thereto.
- 2.9 “Gross Revenues” means all revenue as determined in accordance with generally accepted accounting principles (“GAAP”) received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 “NYPSC” means the New York Public Service Commission or any successor agency.

- 2.11 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 “Public Property” means any real property owned by any governmental unit.
- 2.13 “Streets” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor’s Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the “Franchise”). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 Authority for Use of Streets.
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any “one-call” or similar system for the exchange of information on the utility location or work to be conducted.
- 3.3 Provision of Cable Service.
- A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.
- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

- 3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date”) and shall expire 15 years from the date of the renewal order by the NYPSC (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.
- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Village of Brockport
 Attn: Mayor
 49 State Street
 Brockport, NY 14420

with a copy to: Grantor _____
 Attn:

If to Grantee: Time Warner Cable
 Attn: Government Relations
 2604 Seneca Avenue
 Niagara Falls, NY 14305

With a copy to: Time Warner Cable
 Attn: Law Department/Regulatory
 60 Columbus Circle
 New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.
- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:
- "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."
- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a

cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

- 3.9 Continuing Administration. The Mayor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

- 4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
- F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of (78) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written

notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYSPSC.

6.5 Undergrounding of Cable.

- A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall

be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

- 8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.
- 8.2 Customer Service.
- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.
- B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.
- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.

- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or “bundled” rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee’s conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee’s exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney’s fees and costs. Grantee’s obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor’s negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor’s use of Grantee’s emergency alert system (“EAS”) capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
 - (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
 - (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not

less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
 3. One Million Dollars (\$1,000,000.00) for all other types of liability.
 4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

- 14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.
- 14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.
- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time.

When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.

- 14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of _____.

GRANTOR OF THE VILLAGE OF BROCKPORT

TIME WARNER CABLE
NORTHEAST LLC

By: _____

By: _____

Title: _____

Title: _____

Approved as to form:

NOTICE OF PUBLIC HEARING

Time Warner Cable Franchise Renewal for City/Town/Village of _____

PLEASE TAKE NOTICE that the City/Town/Village of _____ will hold a Public Hearing on day, date at _____ p.m. at the Town office address, city, New York regarding renewal of the cable television franchise agreement by and between the city/town/village of _____ and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Clerk's office, address, city, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: _____, _____

By Order of the City Board
City/Town/Village of _____

Clerk

This notice must be published, within in the Town's recognized newspaper, once for two (2) consecutive weeks prior to the public hearing.

Please note that pursuant to PSC requirements, the original of the notice of public hearing and accompanying affidavit must be submitted to:

**Time Warner Cable, c/o Catherine Andalora
2604 Seneca Avenue
Niagara Falls, NY 14305**

**STATE OF NEW YORK
Village of Brockport
County of Monroe**

SAMPLE RESOLUTION

In the Matter of the Renewal of the Cable Television Franchise Held by
TIME WARNER CABLE NORTHEAST LLC in the Village of Brockport, Monroe
County,

RESOLUTION

An application has been duly made to the Board of the Village of Brockport, County of Monroe, New York, by **TIME WARNER CABLE NORTHEAST LLC** (“**Time Warner**”), a partnership organized under the laws of the State of New York doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, and holder of a cable television franchise in the Village of Brockport for the approval of an agreement to renew Time Warner’s cable television franchise for an additional fifteen (15) years. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Village of Brockport_ on _____, _____ at _____ P.M. and notice of the hearing was published in the _____ on _____
_____.

NOW, THEREFORE, the Board of the Village of Brockport finds that:

1. Time Warner has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Time Warner service, including signal quality, response to customer complaints and billing practices has been in light of community needs; and

3. Time Warner has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Time Warner can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the Village of Brockport_ hereby renews the cable television franchise of Time Warner in the Village of Brockport for fifteen (15) years commencing on the date of approval by the Public Service Commission.

BE IT FURTHER RESOLVED that the Board of the Village of Brockport hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on DATE.

The foregoing having received a yea/nay vote was thereby declared adopted.

Dated: _____, _____

Village of Brockport Clerk



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 Notice of Public Hearing

The Village of Brockport is pleased to share that the code revitalization project (including digital codification with multi view technology) that was previously approved and funded has been completed and the Village Code is now available from the Village website at www.brockportny.org from the home page and also from PCs, Macs, laptops, notebooks, tablets and smart phones via www.GeneralCode.com under electronic codes on line eCode 360 library or www.ecode360.com/BR0227 to get you right to the Village of Brockport Code. It is now time for the Local Law process regarding such.

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, August 18, 2014**, in the Village Hall conference room at 49 State Street, Brockport, NY 14420 to consider enactment of the proposed local law of 2014 to provide for the codification of the local laws, ordinances and certain resolutions of the Village of Brockport into a municipal code to be designated the "Code of the Village of Brockport".

Summarizing text of the proposed local law will be posted to the Village website at www.brockportny.org and may be examined at Village Hall during regular business hours.

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: 7/7/14

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



June 27, 2014



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

Dear Ms. Morelli:

Enclosed are the following materials prepared for the adoption of the Code of the Village of Brockport:

- A Code Adoption Checklist, outlining procedures the Village will need to follow.
- A proposed local law to adopt the Code and to enact certain substantive and nonsubstantive changes made during the codification process, to be adopted by the Village Board of Trustees. The only substantive changes are the chapters being specifically repealed; no substantive changes have been applied to the legislation adopted by the Village. This local law should be thoroughly reviewed by the Village Attorney prior to adoption, and a second copy is included for that purpose.
- A Certification Page, to be executed as described in the Code Adoption Local Law. A copy of this page should be returned to us for inclusion in the Code book.

I will e-mail you a file with suggested notice and resolution wording that you may find useful to introduce and adopt the local law. I will include electronic versions of the attached documents as well.

Once the proposed Code Adoption Local Law is finally adopted, an as-adopted copy should be forwarded to us. A supplement will then be prepared to include the local law in Chapter 1 of the Code. If the proposed local law is adopted and returned to us within 90 days of this letter, it will be included in the Code as Chapter 1, Article I, at no cost to the Village.

We look forward to receiving the adopted copy of the Code Adoption Local Law and keeping your Code up-to-date in the future. The Code is current through Local Law No. 2-2014.

June 27, 2014
Ms. Leslie Ann Morelli
Page 2

Please continue to send us all local laws as they are adopted, to ensure that the Code remains current. If you prefer to e-mail as-adopted versions of your legislation, please send them to: ezsupp@generalcode.com. Feel free to call us with any questions on supplementation or to discuss a supplementation schedule. As always, if there is any way in which we can be of assistance, please do not hesitate to contact us.

Sincerely,
GENERAL CODE



Mary Rita Kurycki
Editor

MRK:lac

Enc.

General Code Code Adoption Checklist

*[Documents provided by General Code are **boldface**. Optional documents which can be provided by General Code are underlined.]*

1. All municipalities:

- Submit **proposed local law** to the municipal attorney for review.

2. If zoning or land use revisions are part of the Code Adoption:

- Submit any zoning or land use revisions to the County Planning Board for review in accordance with General Municipal Law §§ 239-l and 239-m. The County Planning Board has 30 days for its review. If no approval, modifications or disapproval is given within 30 days, the proposed revisions shall be considered approved.
- Initiate State Environmental Quality Review process for any affected chapters (zoning, land use, subdivision, etc.) to declare the revisions a Type II action or for a negative declaration, assuming the revisions will not have an effect on the environment. (See Article 8 of the Environmental Conservation Law and 6 NYCRR Part 617.)
- Public hearing notice must be 10 days in advance of the hearing.
- See ** under 3 below.

3. All municipalities:

- Pass the resolution to hold the public hearing.
- Print the notice of public hearing containing a summary of the **proposed local law** in a paper having general circulation in the municipality at least three days (or five days, depending on local procedures) prior to the hearing. [See above for 10-day notice requirement for land use legislation.]
- Hold the public hearing for input on the proposed codification.
- Pass the resolution to adopt the local law.
- **In the local paper, print the notice of enactment with a summary of the contents of the **local law**. *(This publication is only necessary if there are zoning amendments in Schedule A of the Code Adoption Local Law.)*
- Within 20 days of final adoption, file the signed **local law** in the municipal offices in the local law book and submit one 8½ x 11 inch copy to the office of the Secretary of State. *NOTE: The local law includes the text of §§ 1-1 through 1-13.*
- Forward one as-adopted copy of the **local law** and a signed copy of the **Certification Page** to General Code within 90 days for inclusion in the Code. [If the adopted local law is received within the 90-day period, the local law (without the Schedule of enumerated changes) will be included in the Code at no cost.]

PROPOSED CODE ADOPTION LOCAL LAW
for the
CODE OF THE VILLAGE OF BROCKPORT, NEW YORK
June 2014

GENERAL CODE
781 Elmgrove Road
Rochester, New York 14624

(585) 328-1810 or 800 836-8834
FAX (585) 328-8189

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Village of Brockport

Local Law No. of the year 20.....

A local law to provide for the codification of the local laws, ordinances and certain resolutions of the Village of Brockport into a Municipal Code to be designated the "Code of the Village of Brockport."

**Be it enacted by the Board of Trustees of the
Village of Brockport as follows:**

(SEE ATTACHED)

ARTICLE I
Adoption of Code

§ 1-1. Legislative intent.

In accordance with Subdivision 3 of § 20 of the Municipal Home Rule Law, the local laws, ordinances and certain resolutions of the Village of Brockport, as codified by General Code, and consisting of Chapters 1 through 59, together with an Appendix, shall be known collectively as the “Code of the Village of Brockport,” hereafter termed the “Code.” Wherever reference is made in any of the local laws, ordinances and resolutions contained in the “Code of the Village of Brockport” to any other local law, ordinance or resolution appearing in said Code, such reference shall be changed to the appropriate chapter title, chapter number, article number or section number appearing in the Code as if such local law, ordinance or resolution had been formally amended to so read.

§ 1-2. Continuation of existing provisions.

The provisions of the Code, insofar as they are substantively the same as those of local laws, ordinances and resolutions in force immediately prior to the enactment of the Code by this local law, are intended as a continuation of such local laws, ordinances and resolutions and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior local law, ordinance or resolution. All such provisions are hereby continued in full force and effect and are hereby reaffirmed as to their adoption by the Board of Trustees of the Village of Brockport, and it is the intention of said Board of Trustees that each such provision contained within the Code is hereby reaffirmed as it appears in said Code. Only such provisions of former local laws and ordinances as are omitted from this Code shall be deemed repealed or abrogated by the provisions of § 1-3 below.

§ 1-3. Repealer.

- A. Repeal of inconsistent enactments. Except as provided in § 1-4, Enactments saved from repeal; matters not affected, below, all local laws and ordinances, or parts of such local laws or ordinances, inconsistent with the provisions contained in the Code adopted by this local law are hereby repealed as of the adoption and filing of this local law as set forth in § 1-13; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Village of Brockport which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.
- B. Repeal of specific enactments. The Board of Trustees of the Village of Brockport has determined that the following local laws and/or ordinances are no longer in effect and hereby specifically repeals the following legislation:
 - (1) Chapter 2, Adoption of Ordinances, of the 1969 Code.
 - (2) Chapter 19B, Fire Lanes, of the 1969 Code, adopted by L.L. No. 8-1983.

- (3) Chapter 19C, Fire Department Elections, of the 1969 Code, adopted by L.L. No. 1-1986.
- (4) Chapter 25, Joint Cable Television Advisory Board, of the 1969 Code, adopted by L.L. No. 3-1985.
- (5) Chapter 30, Milk, of the 1969 Code, adopted 2-16-1931.
- (6) Chapter 31, Motion Pictures, of the 1969 Code, as amended.
- (7) Chapter 50, Traffic Control Board, of the 1969 Code.
- (8) Chapter 52, Transient Retail Business, of the 1969 Code.
- (9) Chapter 53, Carbon Monoxide Detectors, of the 1969 Code, adopted by L.L. No. 1-1995.

§ 1-4. Enactments saved from repeal; matters not affected.

The repeal of local laws and ordinances provided for in § 1-3 of this local law shall not affect the following classes of local laws, ordinances, rights and obligations, which are hereby expressly saved from repeal:

- A. Any right or liability established, accrued or incurred under any legislative provision of the Village of Brockport prior to the effective date of this local law or any action or proceeding brought for the enforcement of such right or liability.
- B. Any offense or act committed or done before the effective date of this local law in violation of any legislative provision of the Village of Brockport or any penalty, punishment or forfeiture which may result therefrom.
- C. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this local law brought pursuant to any legislative provision of the Village of Brockport.
- D. Any agreement entered into or any franchise, license, right, easement or privilege heretofore granted or conferred by the Village of Brockport.
- E. Any local law or ordinance of the Village of Brockport providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place within the Village of Brockport or any portion thereof.
- F. Any local law or ordinance of the Village of Brockport appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond of the Village of Brockport or other instruments or evidence of the Village's indebtedness.
- G. Local laws or ordinances authorizing the purchase, sale, lease or transfer of property, or any lawful contract, agreement or obligation.

- H. The levy or imposition of special assessments or charges.
- I. The annexation or dedication of property.
- J. Any local law or ordinance relating to salaries and compensation.
- K. Any local law or ordinance amending the Zoning Map.
- L. Any local law or ordinance relating to or establishing a pension plan or pension fund for Village employees.
- M. Any local law or ordinance or portion of a local law or ordinance establishing a specific fee amount for any license, permit or service obtained from the Village.
- N. Any local law or ordinance adopted subsequent to June 2, 2014.

§ 1-5. Severability.

If any clause, sentence, paragraph, section, article, chapter or part of this local law or of any local law, ordinance or resolution included in this Code now or through supplementation shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article, chapter or part thereof directly involved in the controversy in which such judgment shall have been rendered.

§ 1-6. Copy of Code on file.

A copy of the Code, in loose-leaf form, has been filed in the office of the Village Clerk of the Village of Brockport and shall remain there for use and examination by the public until final action is taken on this local law; and, if this local law shall be adopted, such copy shall be certified by the Village Clerk of the Village of Brockport by impressing thereon the Seal of the Village of Brockport, and such certified copy shall remain on file in the office of said Village Clerk to be made available to persons desiring to examine the same during all times while said Code is in effect. The enactment and publication of this local law, coupled with the availability of a copy of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-7. Amendments to Code.

Any and all additions, deletions, amendments or supplements to any of the local laws, ordinances and resolutions known collectively as the “Code of the Village of Brockport” or any new local laws or resolutions, when enacted or adopted in such form as to indicate the intention of the Village to be a part thereof, shall be deemed to be incorporated into such Code so that reference to the Code shall be understood and intended to include such additions, deletions, amendments or supplements. Whenever such additions, deletions, amendments or supplements to the Code shall be enacted or adopted, they shall thereafter be printed and, as provided hereunder, inserted in the loose-leaf book containing said Code as amendments and supplements thereto. Nothing contained in this local law shall affect the status of any local law, ordinance or resolution contained herein,

and such local laws, ordinances or resolutions may be amended, deleted or changed from time to time as the Board of Trustees deems desirable.

§ 1-8. Code book to be kept up-to-date.

It shall be the duty of the Village Clerk to keep up-to-date the certified copy of the book containing the Code of the Village of Brockport required to be filed in the office of the Village Clerk for use by the public. All changes in said Code and all local laws and resolutions adopted by the Board of Trustees subsequent to the enactment of this local law in such form as to indicate the intention of said Board of Trustees to be a part of said Code shall, when finally enacted or adopted, be included therein by temporary attachment of copies of such changes, local laws or resolutions until such changes, local laws or resolutions are printed as supplements to said Code book, at which time such supplements shall be inserted therein.

§ 1-9. Sale of Code book; supplementation.

Copies of the Code, or any chapter or portion of it, may be purchased from the Village Clerk, or an authorized agent of the Clerk, upon the payment of a fee to be set by resolution of the Board of Trustees. The Clerk may also arrange for procedures for the periodic supplementation of the Code.

§ 1-10. Penalties for tampering with Code.

Any person who alters or tampers with the Code of the Village of Brockport in any manner whatsoever which will cause the legislation of the Village of Brockport to be misrepresented thereby, or who violates any other provision of this local law, shall be guilty of an offense and shall, upon conviction thereof, be subject to a fine of not more than \$250 or imprisonment for a term of not more than 15 days, or both.

§ 1-11. Changes in previously adopted legislation; new provisions.

In compiling and preparing the local laws, ordinances and resolutions for publication as the Code of the Village of Brockport, no changes in the meaning or intent of such local laws, ordinances and resolutions have been made. Certain grammatical changes and other minor nonsubstantive changes were made in one or more of said pieces of legislation. It is the intention of the Board of Trustees that all such changes be adopted as part of the Code as if the local laws, ordinances and resolutions had been previously formally amended to read as such.

§ 1-12. Incorporation of provisions into Code.

The provisions of this local law are hereby made Article I of Chapter 1 of the Code of the Village of Brockport, such local law to be entitled "General Provisions, Article I, Adoption of Code," and the sections of this local law shall be numbered §§ 1-1 to 1-13, inclusive.

§ 1-13. When effective.

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

(Complete the certification in the paragraph that applies to the filing of this local law and strikeout that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County) (City) (Town) (Village) of _____ was duly passed by the (Name of Legislative Body) _____ on _____ 20____, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County) (City) (Town) (Village) of _____ was duly passed by the (Name of Legislative Body) _____ on _____ 20____, and was (approved) (not approved) (repassed after disapproval) by the (Elective Chief Executive Officer*) _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County) (City) (Town) (Village) of _____ was duly passed by the (Name of Legislative Body) _____ on _____ 20____, and was (approved) (not approved) (repassed after disapproval) by the (Elective Chief Executive Officer*) _____ on _____ 20____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County) (City) (Town) (Village) of _____ was duly passed by the (Name of Legislative Body) _____ on _____ 20____, and was (approved) (not approved) (repassed after disapproval) by the (Elective Chief Executive Officer*) _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36) (37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special) (general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____, State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____, above.

Clerk of the county legislative body, City, Town or Village Clerk or officer
designated by local legislative body

(Seal)

Date: _____

C E R T I F I C A T I O N

VILLAGE OF BROCKPORT

Office of the Village Clerk

I, **Leslie Ann Morelli**, Village Clerk of the Village of Brockport, New York, hereby certify that the chapters contained in this volume are based upon the original legislation of a general and permanent nature of the Board of Trustees of the Village of Brockport, and that said legislation, as revised and codified, renumbered as to sections and rearranged into chapters, constitutes the Code of the Village of Brockport, County of Monroe, State of New York, as adopted by local law of the Board of Trustees on _____, _____.

Given under my hand and the Seal of the Village of Brockport, County of Monroe, State of New York, this _____ day of _____, at the municipal offices of the Village of Brockport.

s/Leslie Ann Morelli

Village Clerk

VILLAGE OF BROCKPORT
RESOLUTION TO HOLD PUBLIC HEARING
ON PROPOSED LOCAL LAW

WHEREAS the Board of Trustees of the Village of Brockport has entered into a project for the codification of local laws, ordinances and certain resolutions of the Village of Brockport for the purposes of increasing the effectiveness of village governmental administration, providing for greater public awareness of and access to village legislation and protecting the health, safety and welfare of village inhabitants; and

WHEREAS the proposed codification has been published in loose-leaf form and the Board of Trustees now desires to formally effect the adoption of said codification by enactment of a local law;

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held by the Board of Trustees with respect to enactment of the following local law, such public hearing to be held on the _____ day of _____, 2014, at _____ p.m., in the Municipal Building, Village of Brockport, New York. The proposed local law to be considered is as follows:

LOCAL LAW NO. -2014

A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE VILLAGE OF BROCKPORT INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF THE VILLAGE OF BROCKPORT"

Copies of the text of the above-name . local law shall be filed in the office of the Village Clerk.

AND BE IT FURTHER RESOLVED that the Village Clerk is hereby directed and authorized to cause public notice of said hearing to be given in accordance with the Municipal Home Rule Law, the Open Meetings Law and the Village Law of the State of New York.

VOTE OF BOARD OF TRUSTEES

AYE:

NO:

DATE:

VILLAGE OF BROCKPORT

NOTICE OF PUBLIC HEARING

ON PROPOSED LOCAL LAW

PLEASE TAKE NOTICE that, for the purpose of adopting a codification of the local laws, ordinances and certain resolutions of the Village of Brockport, said codification to be known as the "Code of the Village of Brockport," a public hearing will be held by the Board of Trustees at the Municipal Building in the Village of Brockport, on the ____ day of _____, 2014, at _____ p.m., to consider the enactment of the proposed local law described and summarized below:

PROPOSED LOCAL LAW NO. -2014

A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE VILLAGE OF BROCKPORT INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF THE VILLAGE OF BROCKPORT"

This local law:

- (1) States the legislative intent of the Board of Trustees in adopting the Code.
- (2) Provides for the designation of the local laws, ordinances and certain resolutions of the Village of Brockport as the "Code of the Village of Brockport."
- (3) Repeals local laws and ordinances of a general and permanent nature not included in the Code, except as provided.
- (4) Saves from repeal certain local laws and ordinances and designates certain matters not affected by repeal.
- (5) Retains the meaning and intent of previously adopted legislation.
- (6) Provides for the filing of a copy of the Code in the Village Clerk's office.
- (7) Provides for certain changes in or additions to the Code.
- (8) Prescribes the manner in which amendments and new legislation are to be incorporated into the Code.

- (9) Requires that Code books be kept up-to-date.
- (10) Provides for the sale of Code books by the village and the supplementation thereof.
- (11) Prohibits tampering with Code books, with offenses punishable by a fine of not more than \$250 or by imprisonment for not more than 15 days, or both.
- (12) Establishes severability provisions with respect to the Code generally.
- (13) Provides that the local law will be included in the Code as Chapter 1, Article I.

Copies of the local law described above and of the Code proposed for adoption thereby are on file in the office of the Village Clerk of the Village of Brockport, where the same are available for public inspection during regular office hours.

PLEASE TAKE FURTHER NOTICE that all interested persons will be given an opportunity to be heard on said proposed local law at the place and time aforesaid.

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Board of Trustees of the Village of Brockport will convene in public meeting at the place and time aforesaid for the purpose of conducting a public hearing on the proposed local law described above and, as deemed advisable by said Board, taking action on the enactment of said local law.

DATED:

BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF BROCKPORT

LESLIE ANN MORELLI
VILLAGE CLERK

VILLAGE OF BROCKPORT

RESOLUTION TO ENACT LOCAL LAW NO. -2014

WHEREAS a public hearing was held the _____ day of _____, 2014 by the Board of Trustees of the Village of Brockport, notice of which was given as required by the Municipal Home Rule Law, the Open Meetings Law and the Village Law of the State of New York;

WHEREAS at said public hearing the Board of Trustees considered the enactment of proposed Local Law No. -2014, entitled A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE VILLAGE OF BROCKPORT INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF THE VILLAGE OF BROCKPORT"; and

WHEREAS all interested persons were given an opportunity to be heard with respect to the enactment of said local law;

NOW, THEREFORE, BE IT RESOLVED, that Local Law No. -2014 be enacted as follows:

(copy of local law attached)

VOTE OF BOARD OF TRUSTEES

AYE:

NO:

DATE:

VILLAGE OF BROCKPORT

NOTICE OF ENACTMENT OF LOCAL LAW

WHEREAS notice of public hearing was duly given and said hearing duly held on the _____ day of _____, 2014 to consider the enactment of the local law described below;

NOW, THEREFORE, PLEASE TAKE NOTICE that, after due consideration and deliberation, the Board of Trustees of the Village of Brockport duly enacted said local law on the _____ day of _____, 2014, and said local law and the Code adopted thereby shall be in full force and effect as provided by law upon the filing of a copy of this local law with the Secretary of State. The local law enacted is entitled and described as follows:

LOCAL LAW NO. -2014

A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE VILLAGE OF BROCKPORT INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF THE VILLAGE OF BROCKPORT"

This local law:

- (1) States the legislative intent of the Board of Trustees in adopting the Code.
- (2) Provides for the designation of the local laws, ordinances and certain resolutions of the Village of Brockport as the "Code of the Village of Brockport."
- (3) Repeals local laws and ordinances of a general and permanent nature not included in the Code, except as provided.
- (4) Saves from repeal certain local laws and ordinances and designates certain matters not affected by repeal.
- (5) Retains the meaning and intent of previously adopted legislation.
- (6) Provides for the filing of a copy of the Code in the Village Clerk's office.
- (7) Provides for certain changes in or additions to the Code.

- (8) Prescribes the manner in which amendments and new legislation are to be incorporated into the Code.
- (9) Requires that Code books be kept up-to-date.
- (10) Provides for the sale of Code books by the village and the supplementation thereof.
- (11) Prohibits tampering with Code books, with offenses punishable by a fine of not more than \$250 or by imprisonment for not more than 15 days, or both.
- (12) Establishes severability provisions with respect to the Code generally.
- (13) Provides that the local law will be included in the Code as Chapter 1, Article I.

DATED:

BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF BROCKPORT

LESLIE ANN MORELLI
VILLAGE CLERK



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*

TO: Village of Brockport Employees & Retirees under age 65
FROM: Leslie Ann Morelli, Village Clerk
DATE: August 13, 2014
RE: Annual Benefits Notice

HEALTH PLAN & HRA INFORMATIONAL MEETING
Wednesday, 8/27/14 1:30pm at Village Hall

This is your annual information summary as to benefits. Please review it and share with your spouse if applicable and file it with your benefits papers. This usually comes out in November/December for January 1st, but our Excellus and Guardian plans are now 9/1 to 8/31.

Health - all full time employees and retirees under age 65 are eligible for Excellus HDHP with an HRA fully funding the deductible. Compliance with the Affordable Care Act necessitated the change in health plans as Excellus is discontinuing the current plan. Village and Unions leadership negotiated Excellus BCBS: Simply Blue Plus Silver 4 HDHP plan.

- non-union employees and retirees contribute 20% of the premiums
- Stetson Club employees and retirees have an out of pocket reimbursement opportunity

Dental – all full time employees and retirees are eligible for dental. There remains an option as to dental insurance plans: either Excellus Smile Saver dental or Guardian dental.

- non-union employees and retirees contribute 20% of the premiums

Please contact me directly **by August 28th if:**

- o you or a dependent no longer require health or dental coverage through the Village
 - o you wish to enroll in the buyout option (retirees are not eligible)
 - If your spouse is eligible for coverage through their employer and can add you to it, you could have money added to your paycheck for NOT taking coverage through the Village. It's a win/win!
- o you wish to switch dental plans
 - o Smile Saver (standard) or Guardian (upgrade – any \$ difference at your cost)
- o you wish to apply for coverage for unmarried young adults ages 26 to 29 -
Eligibility requirements: 1) is less than age 30 upon the group's next health insurance renewal 2) is not married 3) is not insured or eligible for health insurance coverage through own employer 4) lives, works or resides in NYS and health plan service area 5) is not covered by Medicare. If approved, he or she would be responsible for the full cost of a single plan and would not receive the HRA.

Page 1 of 3

Using your HRA:

- Remember to never pay anything at a Doctor/provider's office. The only time you'll swipe the HRA card is at the pharmacy. Otherwise, you must wait to match up your monthly Excellus profile (explanation of benefits) with your Doctor/provider's bill. Then call in your HRA card number to pay the Doctor/provider's bill.
- Eye exams: the HRA card itself cannot be used for payment of an eye exam bill. Wait to match up your monthly Excellus profile with your eye doctor bill, then pay the eye exam bill yourself, save a receipt and submit a paper claim to Benefit Resource. The HRA Administrator said the card cannot be used since they have no way of distinguishing the eye exam charge from other charges (i.e. glasses, contacts...). A paper claim form is available off the Benefit Resource website.
- Some providers try to implement a charge at time of service for those on high deductible health plans with HRA cards. According to our Broker of Record and the HRA Administrator you really should verify what this is for. If they insist on charging it, once you get your bill from the doctor it should be the amount owed minus the charge. If the charge is considered part of the payment, then it would be covered (by the HRA). If it is a fee, it would not be. Question this and try to avoid paying such if possible.

Retirees: Retirees who share in the premiums or an upgrade from Smile Saver to Guardian dental – monthly payment coupons for the remainder of 2014 are enclosed.

Employees: Employees who share in the premiums or upgrade from Smile Saver to Guardian dental will continue to have such deducted from their paychecks each month.

The Affordable Care Act comes with many rules and compliance measures. The first of which is the notice provided to employees regarding the Health Insurance Exchange (also known as the Marketplace). Employers are required to provide the written notice to each current employee not later than 10/1 each year. Notice is regardless of plan enrollment status or of part-time or full-time status. Employers are not required to provide a separate notice to dependents that are or may become eligible for coverage under the plan but whom are not employees. Notice applicable to you is enclosed. Please review and file it with your health papers.

Per my records you are covered as follows:

| HEALTH (9/1-8/31 plan year) | September 2014 RATES | HRA |
|----------------------------------------------------------|-----------------------------|------------|
| _____ Excellus BCBS: Simply Blue Plus Silver 4 HDHP plan | | |
| _____ single | \$335.65/mo | \$2,200 |
| _____ 2-person | \$671.30/mo | \$4,400 |
| _____ family | \$956.60/mo | \$4,400 |
| _____ buy out | | |
| _____ not eligible | | |

| DENTAL 1/1-12/31 plan year) | September 2014 RATES |
|------------------------------------|-----------------------------|
| _____ Guardian (9/1-8/31) | |
| _____ single | \$47.33/mo |
| _____ 2-person | \$114.51/mo |
| _____ family | \$182.09/mo |
| _____ buy out | |
| _____ not eligible | |
| _____ Smile Saver IV (1/1-12/31) | January 2014 RATES |
| _____ single | \$51.11/mo |
| N/A 2-person | N/A |
| _____ family | \$135.23/mo |
| _____ buy out | |
| _____ not eligible | |

LIFE, A.D.D. AND SHORT TERM DISABILITY (full time employees) (9/1-8/31 plan year)

| | | |
|------------------------|-------------------|----------------------------|
| Basic life: | costs Village /mo | .37/1,000 of annual salary |
| Accidental Death: | costs Village /mo | .04/1,000 of annual salary |
| | | ▪ cost caps at \$20.50/mo |
| Short Term Disability: | costs Village/mo | .40/1,000 of annual salary |
| | | ▪ cost caps at \$14/mo |

EMPLOYEE ASSISTANCE PROGRAM costs Village \$14/employee fiscal year 6/1/14-5/31/15 (full time & part time employees) and their family are eligible for EAP (short term counseling) through the Village. Employee Health Systems (585) 865-7446. Information is enclosed.

SUPPLEMENTAL INSURANCES available at your cost

The Village has partnerships with the following should employees (not retirees) be interested. Information is enclosed for Village employees only.

- Aflac - supplemental insurance policies – available through payroll deduction
- NY Life – life insurance policies – available through payroll deduction
- Liberty Mutual – auto and home insurance policies – discount for employees

SUPPLEMENTAL RETIREMENT PLAN available at your cost

The Village has a partnership should employees (not retirees) be interested. Information is enclosed for Village employees only.

- Nationwide Deferred Compensation Program – available through payroll deduction



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 1-31-2017)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact _____.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

| | | | |
|-------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------|--|
| 3. Employer name Village of Brockport | | 4. Employer Identification Number (EIN) 16-6002439 | |
| 5. Employer address 49 State Street | | 6. Employer phone number 585-637-5300 | |
| 7. City Brockport | 8. State NY | 9. ZIP code 14420 | |
| 10. Who can we contact about employee health coverage at this job? Leslie Ann Morelli, Brockport Village Clerk | | | |
| 11. Phone number (if different from above) 585-637-5300 X12 | | 12. Email address lmorelli@brockportny.org | |

Here is some basic information about health coverage offered by this employer:

• As your employer, we offer a health plan to:

All employees. Eligible employees are:

Some employees. Eligible employees are:

Full time

• With respect to dependents:

We do offer coverage. Eligible dependents are:

Spouse & dependents up to age 26

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find out if you can get a tax credit to lower your monthly premiums.

Leslie Morelli

From: Leslie Morelli [lmorelli@brockportny.org]
Sent: Tuesday, August 12, 2014 3:53 PM
To: Mayor Margay Blackman; Trustee/Deputy Mayor Bill Andrews ; Deputy Clerk-Treasurer Erica Linden
Cc: Jean O'Connell (joconnell@grantsareus.com); 'Graham Bowman'
Subject: FW: Decision Notification to Applicant - Fund

FYI - Just received below re LGRMIF grant for ELK Museum/Historian's Office records.

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 e-mail
www.brockportny.org website
Monday-Friday 8:30am-4:30pm

This e-mail, and any attachments thereto, is intended only for use by the addressee's named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me and permanently delete the original and any copy of any e-mail and any printout thereof. Thank you.

-----Original Message-----

From: archgrants@mail.nysed.gov [<mailto:archgrants@mail.nysed.gov>]
Sent: Tuesday, August 12, 2014 3:48 PM
To: lmorelli@brockportny.org
Cc: archgrants@mail.nysed.gov
Subject: Decision Notification to Applicant - Fund

Project Number: 0580-15-5364

Dear Leslie Morelli

After reviewing your proposal for a Local Government Records Management Improvement Fund (LGRMIF) grant, the New York State Archives, a unit of the NYS Education Department (SED) is pleased to inform you it has tentatively awarded your organization a grant in the amount of \$15,741 . This was a highly competitive year for grants, with only \$5,870,453 in funding available.

All grants, regardless of type or dollar amount, are subject to further review, monitoring, and audit to ensure compliance. SED has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.

You will receive payment for this grant as follows:

1. 50% of the award, which you should receive in approximately four weeks. Note that the Archives no longer requires the submission of a Grant Acceptance Form to begin this process.

2. Up to 40% of the grant will be released when you submit form FS-25 Request for Funds for a Federal or State Project to SED's Grants Finance Unit. Please note applicants must submit these requests now based on anticipated expenditures for the next month only.
3. The remaining 10% will be released when the project is completed and the Grant Project Final Expenditure Report (FS-10-F) Long Form has been submitted to the Grants Administration Unit of the New York State Archives and approved by SED's Grants Finance Unit.
4. You must complete all project work and expend all funds no later than June 30, 2015, as extensions are not allowed in this program.

An official notification will be forthcoming from SED'S Grants Finance Unit.

A summary of any comments from the review panel can be found by logging into the State Archives eGrants system at:

<https://eservices.nysed.gov/ldgrants>

Please do not hesitate to contact me (518) 474 - 6926 or dmeadows@mail.nysed.gov should you have any questions.

Sincerely,

Denis P. Meadows
Manager, Grants Administration Unit

New York State Education Department

Village of Brockport

Statement of Actual & Estimated Revenues - General Fund

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | ESTIMATED REVENUE | MONTH-TO-DATE REVENUE | YEAR-TO-DATE REVENUE | UNREALIZED REVENUE | ACTUAL YTD % REALIZED |
|---------------------------------------|-------------------|-----------------------|----------------------|--------------------|-----------------------|
| A0599.0000 | | | | | |
| Appropriated Fund Balance | 300,000.00 | | | 300,000.00 | |
| A1001.0000 | | | | | |
| Real Property Taxes | 2,455,372.00 | 1,102.93- | 2,454,269.07 | 1,102.93 | 99.96 |
| A1081.0000 | | | | | |
| In-Lieu-Of Taxes | 165,000.00 | 4,737.51 | 39,091.03 | 125,908.97 | 23.69 |
| A1090.0000 | | | | | |
| Int & Penalties on Taxes | 12,000.00 | 781.91 | 781.91 | 11,218.09 | 6.52 |
| A1120.0000 | | | | | |
| County Sales Tax | 1,520,000.00 | | | 1,520,000.00 | |
| A1130.0000 | | | | | |
| Utility Gross Receipts Tax | 75,000.00 | 15,229.99 | 22,868.49 | 52,131.51 | 30.49 |
| A1170.0000 | | | | | |
| Franchise Tax | 81,000.00 | | | 81,000.00 | |
| A1230.0000 | | | | | |
| Clerk/Treasurer Fees | 1,000.00 | 214.00 | 334.00 | 666.00 | 33.40 |
| A1520.0000 | | | | | |
| Police Fees | 1,000.00 | 15.00 | 30.00 | 970.00 | 3.00 |
| A1560.0000 | | | | | |
| Safety Inspections | 15,000.00 | 935.00 | 3,263.00 | 11,737.00 | 21.75 |
| A1710.0000 | | | | | |
| Public Works Services | 3,000.00 | | | 3,000.00 | |
| A1789.0000 | | | | | |
| Docking Fees | 2,500.00 | 1,313.00 | 1,740.00 | 760.00 | 69.60 |
| A2089.0000 | | | | | |
| Farmers Market Fees | 1,500.00 | | 3,400.00 | 1,900.00- | 226.67 |
| A2110.0000 | | | | | |
| Zoning Fees | 500.00 | 550.00 | 1,275.00 | 775.00- | 255.00 |
| A2115.0000 | | | | | |
| Planning Fees | 600.00 | 345.00 | 505.00 | 95.00 | 84.17 |
| A2389.3000 | | | | | |
| Monroe County - DWI | 10,300.00 | | | 10,300.00 | |
| A2389.9000 | | | | | |
| Reimbursement-Annual Library Service | 5,000.00 | | | 5,000.00 | |
| A2389.9001 | | | | | |
| SCS Contribution- Crossing Guards | | 5,000.00 | 5,000.00 | 5,000.00- | |
| A2401.0000 | | | | | |
| Interest & Earnings | 4,000.00 | | | 4,000.00 | |
| A2401.1000 | | | | | |
| Int Earned-Spec Reserves | | | 148.81 | 148.81- | |
| A2401.3000 | | | | | |
| Interest & Earnings- Asset Forfeiture | | | 0.02 | 0.02- | |
| A2450.0000 | | | | | |
| Commissions | 2,500.00 | | | 2,500.00 | |
| A2545.0000 | | | | | |
| Bus / Occupation License | 15,000.00 | | | 15,000.00 | |
| A2590.0000 | | | | | |
| Permits | 5,000.00 | 500.00 | 3,500.00 | 1,500.00 | 70.00 |
| A2610.0000 | | | | | |
| Fines & Forfeitures | 100,000.00 | 12,710.00 | 12,710.00 | 87,290.00 | 12.71 |
| A2650.0000 | | | | | |
| Scrap Sales | 1,000.00 | | | 1,000.00 | |
| A2655.0000 | | | | | |
| Minor Sales | 3,500.00 | | | 3,500.00 | |
| A2680.0000 | | | | | |
| Insurance Recoveries | 6,500.00 | 186.00 | 186.00 | 6,314.00 | 2.86 |
| A2690.0000 | | | | | |
| Other Comp-Landfill Reimbursement | 2,500.00 | | | 2,500.00 | |
| A2701.0000 | | | | | |
| Refund of P/Y Exp | 20,000.00 | | 760.00 | 19,240.00 | 3.80 |
| A2705.0000 | | | | | |

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 7/31/2014
 Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | ESTIMATED REVENUE | MONTH-TO-DATE REVENUE | YEAR-TO-DATE REVENUE | UNREALIZED REVENUE | ACTUAL YTD % REALIZED |
|------------------------------------------------------|---------------------|-----------------------|----------------------|---------------------|-----------------------|
| Gifts & Donations A2770.0000 | | 1,619.00 | 1,619.00 | 1,619.00- | |
| Other Unclassified A3001.0000 | 500.00 | 654.79 | 2,804.56 | 2,304.56- | 560.91 |
| State Aid - AIM A3005.0000 | 110,000.00 | | | 110,000.00 | |
| State Aid-Mortgage Tax A3089.7000 | 30,000.00 | | 10,496.82 | 19,503.18 | 34.99 |
| State Aid - Other A3089.7001 | 10,975.00 | | | 10,975.00 | |
| State Aid, CHIPS A9999.0000 | 84,291.00 | | | 84,291.00 | |
| Acct for Exp. Transfers F2140.0000 | | 2,059.05- | | | |
| Metered Water Sales F2141.0000 | 586,846.00 | 53,452.98 | 100,989.46 | 485,856.54 | 17.21 |
| Meter Water Sales O/G F2144.0000 | 500,000.00 | 21,448.38 | 57,399.47 | 442,600.53 | 11.48 |
| Water Service Charges F2148.0000 | 2,200.00 | 20.00 | 20.00 | 2,180.00 | 0.91 |
| Interest & Penalties F2401.0000 | 5,000.00 | 867.65 | 1,802.10 | 3,197.90 | 36.04 |
| Interest & Earnings F2401.1000 | 1,000.00 | | 19.64 | 980.36 | 1.96 |
| Int Earned-Spec Reserves G2122.0000 | 250.00 | | 11.00 | 239.00 | 4.40 |
| Sanitary Sewer- Sewer Charges G2128.0000 | 145,246.00 | 11,304.35 | 22,016.33 | 123,229.67 | 15.16 |
| Sanitary Sewer- Interest and Penalties G2401.0000 | 100.00 | | | 100.00 | |
| Interest and Earning- Sewer Fund | | | 1.27 | 1.27- | |
| Report Totals | 6,285,180.00 | 128,722.58 | 2,747,041.98 | 3,538,138.02 | 43.71 |

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - General Fund

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport
For Period Ending 7/31/2014
Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|--------------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A1010.1000 | | | | | | | |
| Trustees-Personal Services | 13,777.00 | | | | | 13,777.00 | |
| A1010.4000 | | | | | | | |
| Trustees-Contractual Expenses | 34,000.00 | | 8,500.00 | | | 25,500.00 | 25.00 |
| A1010.4030 | | | | | | | |
| Trustees-Conference Exp | 2,000.00 | | | | | 2,000.00 | |
| A1010.4031 | | | | | | | |
| Publications | 1,000.00 | 896.14 | 896.14 | | | 103.86 | 89.61 |
| A1010.4090 | | | | | | | |
| Trustees-Miscellaneous | 250.00 | | | | 110.00 | 140.00 | 44.00 |
| A1110.1000 | | | | | | | |
| Court - Personnel Services | 24,440.00 | | | | | 24,440.00 | |
| A1110.2000 | | | | | | | |
| Court - Equipment | 3,000.00 | | | | | 3,000.00 | |
| A1110.4000 | | | | | | | |
| Court - Contractual Services | 4,000.00 | 90.00 | | | | 3,910.00 | 2.25 |
| A1110.4010 | | | | | | | |
| Court - Bldg. Renovations | 30,000.00 | | | | | 30,000.00 | |
| A1210.1000 | | | | | | | |
| Mayor-Personal Services | 9,867.00 | | | | | 9,867.00 | |
| A1210.4000 | | | | | | | |
| Mayor-Contractual Expenses | 100.00 | | | | | 100.00 | |
| A1210.4010 | | | | | | | |
| Mayor-Telephone | 1,500.00 | 124.69 | 248.96 | | | 1,251.04 | 16.60 |
| A1210.4050 | | | | | | | |
| Mayor-Conference Exp | 500.00 | | | | | 500.00 | |
| A1210.4090 | | | | | | | |
| Mayor-Miscellaneous | 50.00 | | | | 10.00 | 40.00 | 20.00 |
| A1320.4000 | | | | | | | |
| Auditor-Contractual Expenses | 12,750.00 | | | | | 12,750.00 | |
| A1325.1000 | | | | | | | |
| Clrk/Treas-Personal Services | 139,683.00 | | 5,929.20 | | | 133,753.80 | 4.24 |
| A1325.4000 | | | | | | | |
| Clrk/Treas-Total Contractual Expense | 300.00 | 193.00 | 193.00 | | | 107.00 | 64.33 |
| A1325.4010 | | | | | | | |
| Clrk/Treas-Telephone | 8,000.00 | 657.19 | 967.86 | | 300.00 | 6,732.14 | 15.85 |
| A1325.4020 | | | | | | | |
| Clrk/Treas-Office Supplies | 4,250.00 | 332.02 | 423.00 | | 2,777.98 | 1,049.02 | 75.32 |
| A1325.4030 | | | | | | | |
| Clrk/Treas-Computer Supplies | 9,500.00 | 120.00 | 240.00 | | 500.00 | 8,760.00 | 7.79 |
| A1325.4050 | | | | | | | |
| Clrk/Treas-Membership Fees | 600.00 | | 75.00 | | | 525.00 | 12.50 |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|------------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A1325.4060 | | | | | | | |
| Clrk/Treas-Postage | 4,400.00 | 596.69 | 938.22 | | 303.31 | 3,158.47 | 28.22 |
| A1325.4070 | | | | | | | |
| Clrk/Treas-Copier Expenses | 4,000.00 | 559.13 | 559.13 | | | 3,440.87 | 13.98 |
| A1325.4080 | | | | | | | |
| Clrk/Treas-Payroll Expense | 4,000.00 | 438.50 | 588.98 | | | 3,411.02 | 14.72 |
| A1325.4090 | | | | | | | |
| Clrk/Treas-Miscellaneous | 5,000.00 | 1,439.58 | 1,782.58 | | 3,123.37 | 94.05 | 98.12 |
| A1325.4100 | | | | | | | |
| Clrk/Treas - Publications | 2,000.00 | 352.29 | 1,009.62 | | 545.40 | 444.98 | 77.75 |
| A1325.4110 | | | | | | | |
| Clrk/Treas-Training | 2,500.00 | | | | | 2,500.00 | |
| A1325.4120 | | | | | | | |
| Clrk/Treas-Tax Bill Processing | 2,000.00 | | 1,103.35 | | | 896.65 | 55.17 |
| A1420.4000 | | | | | | | |
| Law-Total Contractual Expenses | 61,000.00 | | | | | 61,000.00 | |
| A1440.4000 | | | | | | | |
| Engineer-Total Contractual Expense | 5,000.00 | 128.00 | 128.00 | | | 4,872.00 | 2.56 |
| A1450.4000 | | | | | | | |
| Total Contractual Expenses | 600.00 | 770.00 | 770.00 | | | 170.00 | 128.33 |
| A1450.4020 | | | | | | | |
| Elections-Legal Notice Publication | 200.00 | | | | 200.00 | | 100.00 |
| A1450.4030 | | | | | | | |
| Elections-Supplies | 700.00 | | | | | 700.00 | |
| A1490.1000 | | | | | | | |
| Pub Wrks Admin-Total Personal Ser | 120,837.00 | | 6,146.50 | | | 114,690.50 | 5.09 |
| A1490.4020 | | | | | | | |
| Pub Wrks Admin-Conference Exp | 300.00 | | | | | 300.00 | |
| A1490.4030 | | | | | | | |
| Office Supplies/Postage | 700.00 | 117.78 | 117.78 | | | 582.22 | 16.83 |
| A1490.4040 | | | | | | | |
| Permits, Licenses, Fees | 300.00 | | | | | 300.00 | |
| A1490.4090 | | | | | | | |
| Pub Wrks Admin-Miscellaneous | 500.00 | | | | | 500.00 | |
| A1620.4020 | | | | | | | |
| Natural Gas-DPW | 6,000.00 | 27.40 | 192.08 | | | 5,807.92 | 3.20 |
| A1620.4021 | | | | | | | |
| Bldgs-Gas 1 Clinton Street | 1,500.00 | 19.20 | 49.13 | | | 1,450.87 | 3.28 |
| A1620.4022 | | | | | | | |
| Bldgs-Gas 49 State Street | 2,000.00 | 22.92 | 113.27 | | | 1,886.73 | 5.66 |
| A1620.4030 | | | | | | | |
| Electric-DPW | 6,300.00 | 498.53 | 1,003.43 | | | 5,296.57 | 15.93 |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|-------------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A1620.4031 | | | | | | | |
| Bldgs-Electric-1 Clinton Street | 10,000.00 | 1,296.55 | 2,432.19 | | | 7,567.81 | 24.32 |
| A1620.4032 | | | | | | | |
| Bldgs-Electric-49 State Street | 4,800.00 | 525.97 | 963.81 | | | 3,836.19 | 20.08 |
| A1620.4034 | | | | | | | |
| Elec- Main St Sign | 420.00 | 32.30 | 64.53 | | | 355.47 | 15.36 |
| A1620.4050 | | | | | | | |
| Bldgs-Janitorial Supplies | 750.00 | | | | | 750.00 | |
| A1620.4051 | | | | | | | |
| Bldgs-Janitor Supplies- Clinton St | 4,150.00 | 423.68 | 744.18 | | 3,625.83 | 220.01- | 105.30 |
| A1620.4052 | | | | | | | |
| Bldgs-Janitor Supplies-State Street | 4,300.00 | 617.36 | 937.86 | | 2,880.00 | 482.14 | 88.79 |
| A1620.4060 | | | | | | | |
| Bldgs-Repair Items | 9,350.00 | 498.89 | 498.89 | | 336.00 | 8,515.11 | 8.93 |
| A1620.4070 | | | | | | | |
| Telephone - DPW | 2,160.00 | 113.24 | 226.61 | | | 1,933.39 | 10.49 |
| A1620.4090 | | | | | | | |
| Bldgs-Miscellaneous | 3,000.00 | 236.37 | 1,798.03 | | 1,234.17 | 32.20- | 101.07 |
| A1640.4000 | | | | | | | |
| Central Garage- Contractual Expens | 1,750.00 | | | | | 1,750.00 | |
| A1640.4010 | | | | | | | |
| Fasteners | 1,000.00 | | | | | 1,000.00 | |
| A1640.4020 | | | | | | | |
| Auto -Electrical | 650.00 | | | | | 650.00 | |
| A1640.4040 | | | | | | | |
| Tools | 1,000.00 | 102.75 | 102.75 | | | 897.25 | 10.28 |
| A1640.4050 | | | | | | | |
| Welding Supplies | 500.00 | | | | | 500.00 | |
| A1640.4060 | | | | | | | |
| Fuel Additives/Oil | 2,875.00 | | | | | 2,875.00 | |
| A1640.4061 | | | | | | | |
| Oil Expenditures (Not Fuel Oil) | 500.00 | | | | | 500.00 | |
| A1640.4070 | | | | | | | |
| Shop Supplies | 2,500.00 | 508.92 | 524.90 | | 90.00 | 1,885.10 | 24.60 |
| A1640.4080 | | | | | | | |
| Hydraulic Supplies | 1,000.00 | | | | | 1,000.00 | |
| A1640.4090 | | | | | | | |
| Miscellaneous | 4,425.00 | 51.49 | 51.49 | | | 4,373.51 | 1.16 |
| A1670.4000 | | | | | | | |
| Central Mailing | 1,500.00 | 842.05- | 292.61- | | | 1,792.61 | 19.51- |
| A1680.2000 | | | | | | | |
| IT Hardware Software | 5,000.00 | | | | 2,966.52 | 2,033.48 | 59.33 |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|------------------------------------|----------------|-------------------------------|------------------------------|-------------------------------------------|-----------------------------|-------------------------|-----------------|
| A1680.4000 | | | | | | | |
| IT Hardware Software | 12,500.00 | 1,700.00 | 1,700.00 | | | 10,800.00 | 13.60 |
| A1910.4000 | | | | | | | |
| Unallocated Insurance | 44,300.00 | 868.00 | 43,124.45 | | | 1,175.55 | 97.35 |
| A1920.4000 | | | | | | | |
| Municipal-Membership Dues | 5,100.00 | 800.00 | 800.00 | | | 4,300.00 | 15.69 |
| A1950.4000 | | | | | | | |
| Taxes on Village Property | 1,300.00 | | | | | 1,300.00 | |
| A1990.4000 | | | | | | | |
| Contingency-Allocation Only | 100,000.00 | | | | | 100,000.00 | |
| A3120.1000 | | | | | | | |
| Police-Total Personal Services | 1,018,820.00 | | 44,866.73 | | | 973,953.27 | 4.40 |
| A3120.1030 | | | | | | | |
| Police-P/T Officers | 5,000.00 | | | | | 5,000.00 | |
| A3120.1040 | | | | | | | |
| Police-Crossing Guards | 12,728.00 | | | | | 12,728.00 | |
| A3120.1055 | | | | | | | |
| Police-Secretaries P/T | 41,021.00 | | 3,400.40 | | | 37,620.60 | 8.29 |
| A3120.1060 | | | | | | | |
| Overtime | 70,000.00 | | 4,109.75 | | | 65,890.25 | 5.87 |
| A3120.2010 | | | | | | | |
| Police-Vehicles | 49,000.00 | 49,071.00 | 49,071.00 | | | 71.00 | 100.14 |
| A3120.2020 | | | | | | | |
| Police-Firearms | 4,500.00 | | | | 5,419.47 | 919.47 | 120.43 |
| A3120.2040 | | | | | | | |
| Police-Office Furniture/Equip | 250.00 | | | | | 250.00 | |
| A3120.2051 | | | | | | | |
| Police-Computer Software | 2,400.00 | | | | 1,128.91 | 1,271.09 | 47.04 |
| A3120.4001 | | | | | | | |
| Police - Insurance Law Enforcement | 17,200.00 | | 17,188.60 | | | 11.40 | 99.93 |
| A3120.4010 | | | | | | | |
| Police-Telephone | 5,200.00 | 1,184.20 | 1,688.66 | | | 3,511.34 | 32.47 |
| A3120.4020 | | | | | | | |
| Police-Office Supplies/Postage | 3,500.00 | 197.10 | 197.10 | | 30.67 | 3,272.23 | 6.51 |
| A3120.4030 | | | | | | | |
| Police-Fleet Maintenance | 3,300.00 | 75.70 | 124.68 | | 600.00 | 2,575.32 | 21.96 |
| A3120.4031 | | | | | | | |
| Police-Fleet Repairs | 1,500.00 | | | | | 1,500.00 | |
| A3120.4032 | | | | | | | |
| Police-Fleet Supplies & Equip | 14,500.00 | 1,300.00 | 1,300.00 | | 10,808.81 | 2,391.19 | 83.51 |
| A3120.4040 | | | | | | | |
| Police-Fuel | 20,000.00 | 4,102.55 | 4,102.55 | | | 15,897.45 | 20.51 |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|--------------------------------------|-------------------------------|------------------------------|-------------------------------------------|-----------------------------|-------------------------|-----------------|
| A3120.4060 | | | | | | |
| Police-Maintenance Contracts | 2,100.00 | 298.75 | | 951.25 | 109.30 | 94.80 |
| A3120.4065 | | | | | | |
| Office Equip Lease/Rental | 7,600.00 | 268.58 | | | 7,331.42 | 3.53 |
| A3120.4080 | | | | | | |
| Police-Quarter Master Unit | 6,300.00 | | | 3,359.53 | 2,940.47 | 53.33 |
| A3120.4090 | | | | | | |
| Police-Miscellaneous | 500.00 | | | | 500.00 | |
| A3120.4100 | | | | | | |
| Affiliations | 200.00 | | | | 200.00 | |
| A3120.4105 | | | | | | |
| Training, School, Conferences | 1,000.00 | | | 1,004.00 | 4.00- | 100.40 |
| A3120.4110 | | | | | | |
| Police-Publications | 600.00 | | | | 600.00 | |
| A3120.4120 | | | | | | |
| Police-Supplies/Life Safety Supplies | 4,000.00 | | | 300.00 | 3,700.00 | 7.50 |
| A3120.4130 | | | | | | |
| Police-Computer Supplies | 1,300.00 | | | 64.99 | 1,235.01 | 5.00 |
| A3120.4140 | | | | | | |
| Police-Medical/Psychological | 1,700.00 | | | | 1,700.00 | |
| A3120.4150 | | | | | | |
| Police-Special Enforcement | 2,500.00 | | | | 2,500.00 | |
| A3120.4155 | | | | | | |
| Police- STOP DWI | 10,300.00 | | | | 10,300.00 | |
| A3120.4160 | | | | | | |
| Police-Bike Patrol | 400.00 | | | | 400.00 | |
| A3120.4165 | | | | | | |
| Police - Traffic Safety Grant | 4,200.00 | | | | 4,200.00 | |
| A3120.4170 | | | | | | |
| Police-Explorer Post | 500.00 | | | | 500.00 | |
| A3120.4175 | | | | | | |
| Police - Monroe County "Crackdown" | 7,800.00 | | | | 7,800.00 | |
| A3120.4176 | | | | | | |
| Impact Tools Grant | 31,200.00 | | | | 31,200.00 | |
| A3120.4180 | | | | | | |
| Police-Community Service | 1,050.00 | | | | 1,050.00 | |
| A3120.4200 | | | | | | |
| Police-Postage | 500.00 | 33.09 | | | 466.91 | 6.62 |
| A3120.4210 | | | | | | |
| Police-Technicians | 250.00 | | | | 250.00 | |
| A3120.4220 | | | | | | |
| Police-Special Events | 250.00 | | | | 250.00 | |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|--------------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A3120.4230 | | | | | | | |
| Police-NYS Accreditation | 250.00 | | | | | 250.00 | |
| A3120.4240 | | | | | | | |
| Police-Less Lethal Training Equip | 1,000.00 | | | | | 1,000.00 | |
| A3310.4010 | | | | | | | |
| Traffic Control-Signal | 600.00 | 48.23 | 97.39 | | | 502.61 | 16.23 |
| A3310.4020 | | | | | | | |
| Traffic Control-Paint | 1,500.00 | | | | | 1,500.00 | |
| A3310.4030 | | | | | | | |
| Traffic Control-Signs | 2,500.00 | | | | | 2,500.00 | |
| A3310.4040 | | | | | | | |
| Traffic Control-Channels & Posts | 1,300.00 | | | | 287.50 | 1,012.50 | 22.12 |
| A3310.4090 | | | | | | | |
| Traffic Control-Miscellaneous | 400.00 | | | | | 400.00 | |
| A3620.1000 | | | | | | | |
| Safety Insp-Total Personal Services | 85,156.00 | | 3,028.73 | | | 82,127.27 | 3.56 |
| A3620.2000 | | | | | | | |
| Safety Insp-Equipment | 1,200.00 | | | | | 1,200.00 | |
| A3620.4000 | | | | | | | |
| Safety Insp-Total Contractual Expens | 100.00 | | | | | 100.00 | |
| A3620.4010 | | | | | | | |
| Cellular/Telephone | 1,500.00 | 105.24 | 105.24 | | | 1,394.76 | 7.02 |
| A3620.4020 | | | | | | | |
| Training | 1,000.00 | 93.52 | 186.72 | | | 813.28 | 18.67 |
| A3620.4030 | | | | | | | |
| Safety Insp-Computer Supplies | 300.00 | 433.79 | 433.79 | | | 133.79- | 144.60 |
| A3620.4040 | | | | | | | |
| Fuel | 1,800.00 | 129.79 | 129.79 | | | 1,670.21 | 7.21 |
| A3620.4050 | | | | | | | |
| Association Dues | 250.00 | 48.00 | 48.00 | | | 202.00 | 19.20 |
| A3620.4080 | | | | | | | |
| Safety Insp-Uniforms | 200.00 | | | | 175.00 | 25.00 | 87.50 |
| A3620.4090 | | | | | | | |
| Miscellaneous | 800.00 | | 189.00 | | | 611.00 | 23.63 |
| A3620.4200 | | | | | | | |
| Postage | 800.00 | 498.29 | 498.29 | | | 301.71 | 62.29 |
| A3620.4210 | | | | | | | |
| Vehicle Maintenance | 450.00 | | | | | 450.00 | |
| A5110.1000 | | | | | | | |
| Str Maint-Total Personal Services | 486,624.00 | | 37,491.77 | | | 449,132.23 | 7.70 |
| A5110.1001 | | | | | | | |
| Streets O/T | 19,570.00 | | | | | 19,570.00 | |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|-------------------------------------|----------------|-------------------------------|------------------------------|-------------------------------------------|-----------------------------|-------------------------|-----------------|
| A5110.1060 | | | | | | | |
| Str Maint-Overtime | 35,535.00 | | 2,361.97 | | | 33,173.03 | 6.65 |
| A5110.2080 | | | | | | | |
| Str Maint-Other Equip-Over \$10,000 | 90,250.00 | 27,601.55 | 27,601.55 | | | 62,648.45 | 30.58 |
| A5110.4010 | | | | | | | |
| Str Maint-Telephone | 1,200.00 | 213.30 | 306.49 | | | 893.51 | 25.54 |
| A5110.4041 | | | | | | | |
| Str Maint-Diesel Fuel | 25,000.00 | 3,481.55 | 4,850.36 | | | 20,149.64 | 19.40 |
| A5110.4042 | | | | | | | |
| Str Maint-Regular Fuel | 19,000.00 | 9,873.63- | 7,672.06- | | 140.00 | 26,532.06 | 39.64- |
| A5110.4050 | | | | | | | |
| Str Maint-Tools | 900.00 | | | | | 900.00 | |
| A5110.4060 | | | | | | | |
| Str Maint-Stone | 2,000.00 | | | | | 2,000.00 | |
| A5110.4070 | | | | | | | |
| Str Maint-Asphalt | 80,000.00 | 5,186.67 | 6,208.95 | | 10,000.00 | 63,791.05 | 20.26 |
| A5110.4080 | | | | | | | |
| Str Maint-Uniforms | 3,500.00 | | | | | 3,500.00 | |
| A5110.4085 | | | | | | | |
| Str Maint-Shoes/Boots | 1,500.00 | 170.00 | 170.00 | | | 1,330.00 | 11.33 |
| A5110.4090 | | | | | | | |
| Str Maint-Miscellaneous | 3,000.00 | 864.28 | 864.28 | | 390.50 | 1,745.22 | 41.83 |
| A5110.4100 | | | | | | | |
| Str Maint-Equipment Parts | 4,800.00 | 338.95 | 712.39 | | 265.14 | 3,822.47 | 20.37 |
| A5110.4110 | | | | | | | |
| Str Maint-Truck Parts | 17,000.00 | 1,728.42 | 1,781.41 | | | 15,218.59 | 10.48 |
| A5110.4130 | | | | | | | |
| Str Maint-Physicals/Drug Testing | 800.00 | 120.00 | 120.00 | | | 680.00 | 15.00 |
| A5110.4140 | | | | | | | |
| Str Maint-Buildings | 1,200.00 | | | | | 1,200.00 | |
| A5110.4150 | | | | | | | |
| Str Maint-Concrete | 2,200.00 | | | | | 2,200.00 | |
| A5110.4160 | | | | | | | |
| Str Maint-Fill Material | 100.00 | | | | | 100.00 | |
| A5110.4165 | | | | | | | |
| Str Maint-Top Soil | 1,000.00 | 544.00 | 544.00 | | | 456.00 | 54.40 |
| A5110.4170 | | | | | | | |
| Str Maint-Shop Supplies | 500.00 | | | | | 500.00 | |
| A5110.4180 | | | | | | | |
| Str Maint-Training/Travel | 200.00 | | | | | 200.00 | |
| A5110.4190 | | | | | | | |
| Str Maint-Grass Seed | 500.00 | 159.83 | 159.83 | | | 340.17 | 31.97 |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|--------------------------------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A5110.4200 | | | | | | |
| Str Maint-Publications | 150.00 | | | 150.00 | | 100.00 |
| A5110.4210 | | | | | | |
| Str Maint-Manholes & Covers | 1,000.00 | | | | 1,000.00 | |
| A5110.4220 | | | | | | |
| Str Maint-Office Supplies | 100.00 | | | | 100.00 | |
| A5110.4230 | | | | | | |
| Str Maint-Equip Rental | 100.00 | | | | 100.00 | |
| A5112.2000 | | | | | | |
| CHIPS Work | 84,291.00 | 711.39 | | 960.00 | 82,619.61 | 1.98 |
| A5142.2000 | | | | | | |
| Snow Plowing-Equipment-Plows | 7,000.00 | | | | 7,000.00 | |
| A5142.4010 | | | | | | |
| Snow Plowing-Salt | 32,000.00 | | | | 32,000.00 | |
| A5142.4015 | | | | | | |
| Snow Plowing-Deicer | 6,000.00 | | | | 6,000.00 | |
| A5142.4030 | | | | | | |
| Snow Plowing-Plow Parts | 3,000.00 | | | | 3,000.00 | |
| A5142.4090 | | | | | | |
| Snow Plowing-Contractual Expenses | 200.00 | | | | 200.00 | |
| A5182.4010 | | | | | | |
| Street Lighting-Electricity | 92,000.00 | 6,720.02 | | | 78,138.36 | 15.07 |
| A5182.4030 | | | | | | |
| Street Lighting-Repairs | 1,000.00 | | | | 1,000.00 | |
| A5182.4040 | | | | | | |
| Street Lighting-Parts | 1,500.00 | | | | 1,500.00 | |
| A5182.4090 | | | | | | |
| Street Lighting-Contractual Expenses | 100.00 | | | | 100.00 | |
| A5410.4010 | | | | | | |
| Sidewalks-Concrete | 10,000.00 | | | | 10,000.00 | |
| A5410.4020 | | | | | | |
| Sidewalks-Stone | 400.00 | | | | 400.00 | |
| A5410.4090 | | | | | | |
| Sidewalks-Contractual Expenses-Mis | 500.00 | | | | 500.00 | |
| A5650.4020 | | | | | | |
| Paint | 200.00 | 26.87 | | | 173.13 | 13.44 |
| A5650.4030 | | | | | | |
| Signs | 200.00 | | | | 200.00 | |
| A5650.4040 | | | | | | |
| Posts | 200.00 | | | | 200.00 | |
| A6410.4000 | | | | | | |
| Economic Development | 4,500.00 | | | | 4,500.00 | |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport
For Period Ending 7/31/2014
Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|---------------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A6410.4200 | | | | | | | |
| Welcome Center | 2,500.00 | 1,168.27 | 1,980.65 | | 528.00 | 8.65- | 100.35 |
| A6520.4000 | | | | | | | |
| Farmer's Mkt Manager | 2,500.00 | | | | | 2,500.00 | |
| A7140.2000 | | | | | | | |
| Parks/Playgrounds-Total Equipment | 10,000.00 | 10,800.00 | 10,800.00 | | | 800.00- | 108.00 |
| A7140.2010 | | | | | | | |
| Park/Playgrounds-Playground Equip | 1,500.00 | | | | | 1,500.00 | |
| A7140.4000 | | | | | | | |
| Parks & Playgrounds-Totals Contrac | 1,500.00 | | | | | 1,500.00 | |
| A7140.4010 | | | | | | | |
| Parks/Playgrounds-Equipment Repai | 500.00 | | | | | 500.00 | |
| A7140.4020 | | | | | | | |
| Parks/Playgrounds-Maintenance Sup | 3,000.00 | | | | | 3,000.00 | |
| A7140.4030 | | | | | | | |
| Parks/Playgrounds-Gardening | 400.00 | | | | | 400.00 | |
| A7415.4000 | | | | | | | |
| Seymour Library | 189,052.00 | | 189,052.00 | | | | 100.00 |
| A7450.4000 | | | | | | | |
| Museum-Contractual Expenses | 2,500.00 | | | | | 2,500.00 | |
| A7460.4050 | | | | | | | |
| Historic Preservation project - Grant | 4,100.00 | 806.40 | 806.40 | | | 3,293.60 | 19.67 |
| A7510.4000 | | | | | | | |
| Total Contractual Expenses | 1,200.00 | 295.97 | 295.97 | | 1,000.00 | 95.97- | 108.00 |
| A7550.4040 | | | | | | | |
| Celebrations-Special Events | 1,000.00 | | | | | 1,000.00 | |
| A7550.4050 | | | | | | | |
| Celebrations-Electric | 600.00 | 38.66 | 76.85 | | | 523.15 | 12.81 |
| A7550.4090 | | | | | | | |
| Celebrations-Miscellaneous | 1,200.00 | | | | | 1,200.00 | |
| A8010.4010 | | | | | | | |
| Zoning- Member Stipends | 950.00 | 65.00 | 65.00 | | | 885.00 | 6.84 |
| A8020.1000 | | | | | | | |
| Planning Board-Personal Services | 6,706.00 | | 558.81 | | | 6,147.19 | 8.33 |
| A8020.4000 | | | | | | | |
| Planning Board-Total Contractual Ex | 700.00 | | | | | 700.00 | |
| A8140.4000M | | | | | | | |
| Storm Sewer - Monroe Ave. CDB | 34,750.00 | 3,094.60 | 3,094.60 | | | 31,655.40 | 8.91 |
| A8140.4010 | | | | | | | |
| Storm Sewer-Supply Parts | 6,000.00 | 128.95 | 128.95 | | | 5,871.05 | 2.15 |
| A8140.4020 | | | | | | | |
| Strom Sewer-Maintenance Supplies | 1,000.00 | 754.30 | 754.30 | | | 245.70 | 75.43 |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|-------------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A8140.4090 | | | | | | | |
| Storm Sewers-Miscellaneous | 3,700.00 | | 3,671.24 | | | 28.76 | 99.22 |
| A8160.4010 | | | | | | | |
| Refuse Collection-Monthly Trash Ren | 3,950.00 | 344.02 | 344.02 | | | 3,605.98 | 8.71 |
| A8160.4030 | | | | | | | |
| Refuse Collection-Brush Pick-up | 600.00 | 91.20 | 91.20 | | 100.00 | 408.80 | 31.87 |
| A8160.4040 | | | | | | | |
| Refuse Collection-Special Pick-up (| 50.00 | | | | | 50.00 | |
| A8160.4050 | | | | | | | |
| Refuse Collection-Coolant Removal | 200.00 | | | | | 200.00 | |
| A8170.4010 | | | | | | | |
| Str Cleaning-Sweeper Repairs | 1,000.00 | | | | | 1,000.00 | |
| A8170.4020 | | | | | | | |
| Str Cleaning-Sweeper parts | 4,000.00 | | | | | 4,000.00 | |
| A8170.4090 | | | | | | | |
| Str Cleaning-Miscellaneous | 250.00 | | | | | 250.00 | |
| A8189.4000 | | | | | | | |
| Sanitation-Landfill Monitoring | 3,000.00 | 155.90 | 155.90 | | 23,644.10 | 20,800.00- | 793.33 |
| A8189.4002 | | | | | | | |
| Sanitation-Landfill-Testing | 5,000.00 | | | | 5,000.00 | | 100.00 |
| A8560.4010 | | | | | | | |
| Equipment Repairs | 1,200.00 | 412.03 | 412.03 | | | 787.97 | 34.34 |
| A8560.4020 | | | | | | | |
| Shade Trees-New Tree Purchases | 1,500.00 | | | | | 1,500.00 | |
| A8560.4030 | | | | | | | |
| Shade Trees-Supplies | 500.00 | | | | | 500.00 | |
| A8560.4090 | | | | | | | |
| Shade Trees-Miscellaneous | 500.00 | 535.47 | 550.47 | | | 50.47- | 110.09 |
| A9010.8000 | | | | | | | |
| NYS Retirement | 249,900.00 | | | | | 249,900.00 | |
| A9015.8000 | | | | | | | |
| Police Retirement System Payments | 307,365.00 | | | | | 307,365.00 | |
| A9030.8000 | | | | | | | |
| Social Security | 177,636.00 | | 8,157.89 | | | 169,478.11 | 4.59 |
| A9040.8000 | | | | | | | |
| Workers Compensation | 125,000.00 | | | | | 125,000.00 | |
| A9045.8000 | | | | | | | |
| Life Insurance | 8,200.00 | 608.44 | 608.44 | | | 7,591.56 | 7.42 |
| A9050.8000 | | | | | | | |
| Unemployment Expense | 10,000.00 | | | | | 10,000.00 | |
| A9055.8000 | | | | | | | |
| Disability Insurance | 6,000.00 | 462.00 | 462.00 | | | 5,538.00 | 7.70 |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT | ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|------------|----------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| A9055.8100 | | | | | | | | |
| | Wellness Insurance | 1,300.00 | | 924.00 | | | 376.00 | 71.08 |
| A9060.8000 | | | | | | | | |
| | Medical Insurance | 440,000.00 | 26,714.92 | 24,080.65 | | | 415,919.35 | 5.47 |
| A9061.8000 | | | | | | | | |
| | HRA | 140,000.00 | | 10,905.20 | | | 129,094.80 | 7.79 |
| A9070.8000 | | | | | | | | |
| | Dental Insurance | 60,000.00 | 5,296.69 | 4,197.71 | | | 55,802.29 | 7.00 |
| A9950.9240 | | | | | | | | |
| | Proj 24 - DPW Equip Repl Reserve | 10,000.00 | | | | | 10,000.00 | |
| A9950.9510 | | | | | | | | |
| | Proj 51 - Smith St Bridge | 10,000.00 | | | | | 10,000.00 | |
| | Totals for Fund: | 5,091,838.00 | 161,970.38 | 570,124.97 | 0.00 | 85,310.45 | 4,436,402.58 | 12.87 |
| | A (Fund - A) | | | | | | | |

Village of Brockport

Statement of Actual & Estimated Revenues -Water Fund

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 7/31/2014
 Selecting on FUND from F to F

| ACCOUNT DESCRIPTION | ESTIMATED REVENUE | MONTH-TO-DATE REVENUE | YEAR-TO-DATE REVENUE | UNREALIZED REVENUE | ACTUAL YTD % REALIZED |
|-----------------------------------------|---------------------|-----------------------|----------------------|--------------------|-----------------------|
| F2140.0000 | | | | | |
| Metered Water Sales | 586,846.00 | 53,452.98 | 100,989.46 | 485,856.54 | 17.21 |
| F2141.0000 | | | | | |
| Meter Water Sales O/G | 500,000.00 | 21,448.38 | 57,399.47 | 442,600.53 | 11.48 |
| F2144.0000 | | | | | |
| Water Service Charges | 2,200.00 | 20.00 | 20.00 | 2,180.00 | 0.91 |
| F2148.0000 | | | | | |
| Interest & Penalties | 5,000.00 | 867.65 | 1,802.10 | 3,197.90 | 36.04 |
| F2401.0000 | | | | | |
| Interest & Earnings | 1,000.00 | | 19.64 | 980.36 | 1.96 |
| F2401.1000 | | | | | |
| Int Earned-Spec Reserves | 250.00 | | 11.00 | 239.00 | 4.40 |
| Total for Fund: F (Fund - F) | 1,095,296.00 | 75,789.01 | 160,241.67 | 935,054.33 | 14.63 |
| | | | | | |
| Report Totals | 1,095,296.00 | 75,789.01 | 160,241.67 | 935,054.33 | 14.63 |

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - Water Fund

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|-----------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| F1440.4000 | | | | | | | |
| Engineer-Contractual Exp | 5,000.00 | | | | | 5,000.00 | |
| F1620.4060 | | | | | | | |
| Bldg. Repairs - Water Dept. | 1,000.00 | | 465.22 | | | 534.78 | 46.52 |
| F1680.2000 | | | | | | | |
| It Hardware Software | 1,000.00 | | | | | 1,000.00 | |
| F1680.4000 | | | | | | | |
| IT Hardware Software | 2,500.00 | | | | | 2,500.00 | |
| F1910.4000 | | | | | | | |
| General Insurance | 22,500.00 | | 22,500.00 | | | | 100.00 |
| F1990.4000 | | | | | | | |
| Water-Contingency | 29,250.00 | | | | | 29,250.00 | |
| F8310.1000 | | | | | | | |
| Water-Supervision | 89,702.00 | | 6,170.04 | | | 83,531.96 | 6.88 |
| F8310.4000 | | | | | | | |
| Water Admin Total CE | 1,400.00 | | | | | 1,400.00 | |
| F8310.4010 | | | | | | | |
| Payroll Charges | 250.00 | | | | | 250.00 | |
| F8310.4040 | | | | | | | |
| Office Expense | 2,200.00 | | | | | 2,200.00 | |
| F8310.4090 | | | | | | | |
| Miscellaneous | 900.00 | | | | 100.00 | 800.00 | 11.11 |
| F8310.4200 | | | | | | | |
| Postage | 2,000.00 | 450.00 | 450.00 | | | 1,550.00 | 22.50 |
| F8320.4000 | | | | | | | |
| Water Purchases | 450,000.00 | 33,705.68 | 68,901.60 | | | 381,098.40 | 15.31 |
| F8340.1000 | | | | | | | |
| Water-Labor | 99,500.00 | | 5,567.63 | | | 93,932.37 | 5.60 |
| F8340.2020 | | | | | | | |
| Vehicles | 68,130.00 | | | | 34,687.50 | 33,442.50 | 50.91 |
| F8340.2040 | | | | | | | |
| Meters | 30,000.00 | | | | | 30,000.00 | |
| F8340.2222 | | | | | | | |
| Reserve Expenditure | 4,500.00 | | | | | 4,500.00 | |
| F8340.4000 | | | | | | | |
| Wtr Transm-Ttl Cont Exp | 47,225.00 | | | | | 47,225.00 | |
| F8340.4010 | | | | | | | |
| Water Main Supplies | 5,338.00 | 465.00 | 465.00 | | | 4,873.00 | 8.71 |
| F8340.4020 | | | | | | | |
| Vehicle Parts & Supplies | 7,427.00 | | | | | 7,427.00 | |
| F8340.4030 | | | | | | | |
| Meter Supplies | 475.00 | | | | | 475.00 | |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|---------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| F8340.4040 | | | | | | | |
| Curb Box Supplies | 2,100.00 | | | | | 2,100.00 | |
| F8340.4041 | | | | | | | |
| Fuel | 3,000.00 | 733.90 | 733.90 | | | 2,266.10 | 24.46 |
| F8340.4050 | | | | | | | |
| Stone | 1,000.00 | | | | | 1,000.00 | |
| F8340.4060 | | | | | | | |
| Asphalt | 2,500.00 | | | | | 2,500.00 | |
| F8340.4070 | | | | | | | |
| Dirt | 4,100.00 | | | | | 4,100.00 | |
| F8340.4080 | | | | | | | |
| Water Transm-Uniforms | 1,250.00 | | | | | 1,250.00 | |
| F8340.4090 | | | | | | | |
| Miscellaneous | 5,750.00 | 384.34 | 384.34 | | 100.00 | 5,265.66 | 8.42 |
| F8340.4100 | | | | | | | |
| Water Transm-Telephone | 2,164.00 | 265.29 | 378.66 | | | 1,785.34 | 17.50 |
| F8340.4110 | | | | | | | |
| Water Transm-Electricity | 5,000.00 | 344.09 | 678.44 | | | 4,321.56 | 13.57 |
| F8340.4120 | | | | | | | |
| Transm - Sample Testing | 26,000.00 | 6,658.00 | 6,658.00 | | | 19,342.00 | 25.61 |
| F8340.4130 | | | | | | | |
| Wtr Transm-Drug/Alcohol Testing | 250.00 | | | | | 250.00 | |
| F8340.4140 | | | | | | | |
| Wtr Trans-Equip Repair | 850.00 | | | | | 850.00 | |
| F8340.4150 | | | | | | | |
| Wtr Trans-Training | 250.00 | | | | | 250.00 | |
| F8340.4160 | | | | | | | |
| Wtr Trans-Concrete | 200.00 | | | | | 200.00 | |
| F8340.4180 | | | | | | | |
| Water Transm-Publications | 4,000.00 | | | | | 4,000.00 | |
| F9010.8000 | | | | | | | |
| NYS Retirement | 17,000.00 | | | | | 17,000.00 | |
| F9030.8000 | | | | | | | |
| Social Security | 14,500.00 | | 891.23 | | | 13,608.77 | 6.15 |
| F9040.8000 | | | | | | | |
| Workers Compensation | 14,500.00 | | | | | 14,500.00 | |
| F9045.8000 | | | | | | | |
| Life Insurance | 1,200.00 | | | | | 1,200.00 | |
| F9055.8000 | | | | | | | |
| Disability Insurance | 1,200.00 | | | | | 1,200.00 | |
| F9060.8000 | | | | | | | |
| Hospital Insurance | 27,500.00 | | | | | 27,500.00 | |

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 7/31/2014

Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|----------------------------------|----------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| F9061.8000 | | | | | | | |
| HRA | 16,000.00 | | | | | 16,000.00 | |
| F9070.8000 | | | | | | | |
| Dental Insurance | 13,000.00 | | | | | 13,000.00 | |
| F9710.6000 | | | | | | | |
| Serial Bond - Principle payments | 30,768.00 | | | | | 30,768.00 | |
| F9710.7000 | | | | | | | |
| Serial Bond - Interest payments | 30,917.00 | | | | | 30,917.00 | |
| Totals for Fund: | 1,095,296.00 | 43,006.30 | 114,244.06 | 0.00 | 34,887.50 | 946,164.44 | 13.62 |
| F (Fund - F) | | | | | | | |

Village of Brockport

Statement of Actual & Estimated Revenues -Sewer Fund

Date: 8/13/2014
Time: 4:51:36PM

Statement of Actual & Estimated Revenue

User: DAN
Page: 1

Village of Brockport
For Period Ending 7/31/2014
Selecting on FUND from G to G

| ACCOUNT DESCRIPTION | ESTIMATED REVENUE | MONTH-TO-DATE REVENUE | YEAR-TO-DATE REVENUE | UNREALIZED REVENUE | ACTUAL YTD % REALIZED |
|----------------------------------------|-------------------|-----------------------|----------------------|--------------------|-----------------------|
| G2122.0000 | | | | | |
| Sanitary Sewer- Sewer Charges | 145,246.00 | 11,304.35 | 22,016.33 | 123,229.67 | 15.16 |
| G2128.0000 | | | | | |
| Sanitary Sewer- Interest and Penalties | 100.00 | | | 100.00 | |
| G2401.0000 | | | | | |
| Interest and Earning- Sewer Fund | | | 1.27 | 1.27- | |
| Total for Fund: G (Fund - G) | 145,346.00 | 11,304.35 | 22,017.60 | 123,328.40 | 15.15 |
| Report Totals | 145,346.00 | 11,304.35 | 22,017.60 | 123,328.40 | 15.15 |

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - Sewer Fund

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport
 For Period Ending 7/31/2014
 Selecting on FUND from A to G

| ACCOUNT DESCRIPTION | APPROPRIATIONS | MONTH-TO-DATE EXPENDITURES | YEAR-TO-DATE EXPENDITURES | PRIOR YEAR OUTSTANDING ENCUMBRANCES | OUTSTANDING ENCUMBRANCES | UNENCUMBERED BALANCE | PERCENT USED |
|-------------------------------|---------------------|----------------------------|---------------------------|-------------------------------------|--------------------------|----------------------|--------------|
| G8120.2000 | | | | | | | |
| Sanitary Sewers- Equipment | 15,000.00 | | | | 15,000.00 | | 100.00 |
| G8120.4000 | | | | | | | |
| Contractual | 30,121.00 | 5,020.80 | 10,098.79 | | 922.00 | 19,100.21 | 36.59 |
| G8120.4010 | | | | | | | |
| Sanitary Sewers- Truck Parts | 4,500.00 | | | | | 4,500.00 | |
| G8120.4020 | | | | | | | |
| Sanitary Sewers- Supply Parts | 100.00 | | | | | 100.00 | |
| G9710.6000 | | | | | | | |
| Bond Principal | 46,155.00 | | | | | 46,155.00 | |
| G9710.7000 | | | | | | | |
| Bond Interest | 49,470.00 | | | | | 49,470.00 | |
| Totals for Fund: | 145,346.00 | 5,020.80 | 10,098.79 | 0.00 | 15,922.00 | 119,325.21 | 17.90 |
| G (Fund - G) | | | | | | | |
| Report totals | 6,332,480.00 | 209,997.48 | 694,467.82 | 0.00 | 136,119.95 | 5,501,892.23 | 13.12 |

Village of Brockport

Budget Amendments & Budget Transfers

Village of Brockport

Budget Amendment Form

| Account Number | Description | Amount |
|----------------|------------------------------------------|---------------------|
| A3120.4165 | Police - Traffic Safety Grant | \$ 4,200.00 (1) |
| A3120.4175 | Police - Monroe County "Crackdown" Grant | \$ 7,800.00 (2) |
| A3120.4176 | Police - Impact Tools Grant | \$ 31,200.00 (3) |
| A7460.4050 | Historic Preservation Project Grant | \$ 4,100.00 (4) |
| | | |
| | Total | \$ 47,300.00 |

Purpose:

- (1) Expenditures associated with Police Dept. - Traffic Safety Grant
- (2) Expenditures associated with Police Dept. - Monroe County "Crackdown" Grant
- (3) Expenditures associated with Police Dept. - Impact Tools Grant
- (4) Expenditures associated with Historic Preservation Project Grant

Requested By:

Daniel P. Hendricks
(Treasurer)

**Village of Brockport
Budget Transfer Form**

| Account Number | From: | | Account Number | To: | | Amount | Explanation of Transfer |
|----------------|------------------------|--|----------------|-------------------------|--|----------|-------------------------|
| | Description | | | Description | | | |
| A1010.4000 | Trustees - Contractual | | A1010.4031 | Trustees - Publications | | 1,000.00 | Publications (1) |
| A1990.4000 | Contingency | | A3120.2020 | Police - Firearms | | 2,000.00 | Ammunition/Firearms (2) |
| | | | | | | | |
| | | | | Total | | 3,000.00 | |

Purpose: (1) Establish account for charging cost associated with Village Newsletter
 (2) Establish account for charging insurance related to Police Department
 (3) Funds requested for additional guns and ammunition due to retirements and new Police Cars

Requested By: Daniel P. Hendricks
 (Treasurer)



PART-TIME SCHOOL TRAFFIC GUARD
POLICE DEPARTMENT
VILLAGE OF BROCKPORT

The Village of Brockport is accepting applications for part-time School Traffic Guard.

- Minimum 21 years of age
- US Citizen
- No criminal arrest record
- Good physical condition
- Possess and maintain valid NYS Drivers License
- Minimum High School
- Good knowledge of traffic laws and regulations relative to pedestrian safety
- Ability to direct and route vehicle traffic
- Willingness to assume responsibility for the safe conduct of school children crossing intersections
- Willingness to work in all weather conditions
- Must be able to work primarily Monday through Friday during the school year (September through June) 2:00pm to 4:00pm - Centennial Avenue at Main Street
- \$10.51 per hour

Download employment application from www.brockportny.org or pick up from Village Hall. Forward completed employment application by e-mail to: lmorelli@brockportny.org or by mail to: Attention: Village Clerk re PT School Traffic Guard Search Village of Brockport 49 State Street Brockport, NY 14420.

Application deadline: Noon, Friday, July 25, 2014

Leslie Ann Morelli
Village Clerk
Village of Brockport

*bring recommendations
for 8/18 VB
meeting*



**DRAFT PART-TIME CLERKS TO THE VILLAGE JUSTICES
VILLAGE OF BROCKPORT**

The Village of Brockport seeks two individuals to serve part time as Clerks to the two part time Village Justices in a variety of clerical, customer service and record keeping functions. These are appointed secretarial and bookkeeping positions serving the Village Justices. The work involves receiving and depositing monies, keeping books, keeping records, preparing correspondence, reports and dockets, customer service and court attendance.

Successful candidates will be required to attend New York State Association of Magistrates Court Clerks training in Albany September 28-October 1, 2014. Set up of the Court and Offices will take place November and December 2014 for anticipated January 2015 opening.

Education and Experience: paralegal, secretarial, bookkeeping or related field. Associates Degree and public sector/municipal experience preferred. Must be personable, have a positive attitude, be a quick learner, detail/accuracy oriented and able to multi-task/prioritize. Familiarity with Microsoft Office is necessary. Additional task-specific computer programs will be utilized. Knowledge of SEI software is a plus.

Part time 20 hours per week, days and hours to be determined. Likely one evening per week. \$12.00 to \$15.00 per hour depending on experience. No benefits. New York State Retirement System. MUST be a Monroe County resident.

Download employment application from www.brockportny.org. Send cover letter and résumé with completed employment application by e-mail to: lmorelli@brockportny.org or by mail to: Attention: Brockport Village Clerk 49 State Street Brockport, NY 14420.

Application deadline: Noon, Friday, August 29, 2014

Leslie Ann Morelli
Brockport Village Clerk

Dated: 8/18/14

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

DRAFT
VILLAGE OF BROCKPORT
BOARD / COMMITTEE / VOLUNTEER OPPORTUNITIES

Vacancies exist for the following:

For Village residents:

- Code Review Committee
 - 5-year term to 6/30/19Meets 4th Monday 6pm monthly (that may be changing)

- Parks Committee
 - complete a term to 6/30/15
 - complete a term to 6/30/17Meets 3rd Monday 4:30pm 4 times/year & as needed

- Emily L. Knapp Museum & Library of Local History Board
 - complete a term to 6/30/15
 - complete a term to 6/30/16
 - complete a term to 6/30/17 non-voting – College at Brockport Faculty MemberMeets 4th Wednesday 6pm or 7pm (to be determined) April - October

For Village or non-Village residents:

- Emily L. Knapp Museum & Library of Local History Volunteers
To help staff the day and evening hours April – October that it is open to the public

Application deadline: Noon, Wednesday, August 27, 2014

A position interest form can be obtained at Brockport Village Hall
or downloaded from the Village website: www.brockportny.org.

Completed form 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

Leslie Ann Morelli

Village Clerk

Village of Brockport

Dated: 8/18/14

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

**Village of Brockport
Purchasing / Procurement Policy
Amended 7/24/12
Confirmed 7/15/13**

July 2014 - amendments recommended by Treasurer are indicated under Guideline 3.

Section 104-b of the General Municipal Law (GML) requires every municipality to adopt internal policies governing all procurement of goods and services not subject to the bidding requirements of GML Section 103 or any other law. In accordance with that requirement, the following guidelines are established for use by the Village of Brockport.

Guideline 1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Section 103. Every village officer, board member, department head or other personnel with the requisite purchasing authority (the Purchaser) shall adhere to this policy. An employee wishing to make a purchase on behalf of the Village must have the purchase authorized by the appropriate department head.

Guideline 2. All purchases of:

- (a) Goods, services, equipment or public works contracts shall be executed through a purchase order, which will be preceded by a Request for Purchase Order.
- (b) Purchases which will exceed the threshold amount set forth in GML Section 103 (\$20,000 for goods and equipment purchases and \$35,000 for Public Works Contracts) shall be formally bid pursuant to this law and shall be executed only after appropriate Village Board approval has been obtained.

Guideline 3. All purchases of goods, services, equipment or public works contracts:

- (a) Less than \$10,000 but greater than \$500 **\$2,500** require a written request for proposal (RFP), written/fax quotes from three (3) vendors.
- (b) Purchases equal to or in excess of \$2,000 **\$2,500** will also require approval of the Village Board.
- (c) Purchases of less than \$2,000 **\$2,500** are at the discretion of the Department Head.
- (d) Any written RFP shall be from a reputable vendor, and must describe the desired goods, quantity and particulars of delivery. The Purchaser shall use the Quotation Log to compile a list of all vendors from whom written/fax quotes have been requested; and the written/fax quotes offered, and all information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the RFP. The Quotation Log must be signed by the employee and the Department Head.

Guideline 4. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification as to why it is in the best interest of the Village and its taxpayers to make an award to other than the low bidder. If a vendor is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 5. A good faith effort shall be made to obtain the required number of proposals or quotations. However, if the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made. In no event shall the inability to obtain the required proposals or quotations be a bar to the procurement.

Guideline 6. In the event that there is only one supplier for a particular good or service, care must be taken to document that the item or service is unique in its benefits as compared to other items or service available in the market place. The Purchaser must be sure that no other item or service provides a substantially equivalent or similar benefit. These facts must be documented on the Quotation Log and filed with the purchase request.

Guideline 7. In the event a good or service can be obtained under a city, county or state contract bid, the Purchaser must document the **current year** contract number, whether it is a city, county, or state bid, the price per unit and the total cost of the purchase.

Guideline 8. Except when directed by the Village Board, no solicitations of written proposals or quotations shall be required under the following circumstances:

- (a) Emergencies;
- (b) Goods purchased from agencies for the blind or severely handicapped;
- (c) Goods purchased from correctional facilities;
- (d) Goods purchased from another governmental agency;
- (e) Goods purchased at auction - shall be done at or below any established limit agreed upon by the Village Board.

Guideline 9. This policy shall be reviewed annually or as deemed necessary by the Village Board.

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 Village Hall at 49 State Street Brockport, NY 14420 on August 18, 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

ABSENT:

→ Trustee _____ moved, Trustee _____ seconded, carried / to adopt the following resolution:

RESOLVED, to authorize application for \$3,300 in TAG (technical assistance grant) funds with \$500 in local match to hire Simbari Design to conduct a feasibility study of Village Hall. The Village is interested in improving the physical environment on the second and third floors to suit the needs of the Emily L. Knapp Museum and Library of Local History, which currently does not have any climate controls. The Village is also considering constructing an addition at the back of the building to house an office for the Building/Codes Department and storage for Village Hall records. These are being displaced by the reconstruction of Village Hall to host the newly formed Village Court. Due to the historic nature of Village Hall, studies are needed to determine the most appropriate improvements. Simbari Design will determine appropriate adaptations, including new construction and construction costs, that will meet the Village's needs while preserving the building's historical appearance.

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 August 18, 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 19th day of August 2014.

Leslie Ann Morelli, Village Clerk

Seal