# 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, February 2, 2015 7:00pm**

**Location: Village Hall conference room**

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:** none
- **CERTIFICATES & PROCLAMATIONS:** none
- **PUBLIC HEARINGS:** none
- **PUBLIC COMMENT**: 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
- **GUESTS:**
  - Selection Committee results & presentation – Monika W. Andrews Creative Volunteer Leadership Award
- **CONSENSUS ITEMS:**
  - Approval of minutes – 1/26
  - Approval of bills to be paid
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    - 2015 Events Schedule – need information by 3/7
    - Notice for Electing Village Officers
- **PERSONNEL ITEMS:**
  - Seasonal Clerks – LGRMIF grant project in ELK Museum – hiring per search committee recommendation
  - A few vacancies remain on various Boards/Committees
- **OLD or NEW BUSINESS:**
  - Award sale via Auctions International – 3 display cases with glass: $26, $57.50, $47.50
  - Authorize purchase of 2015 Chevy Silverado 2500 $33,091.50 to replace Truck #1
  - Declare surplus & authorize advertising on Auctions International 2005 Chevy Silverado current Truck #1
  - Authorize Mayor to attend NYCOM Legislative Meeting in Albany 2/8–2/10 not to exceed $800
  - Cleaning of Village Buildings – authorize letter to Pro Squared Facility Services as to 6/1/15 non-renewal
  - Cleaning of Village Buildings – authorize RFP for cleaning services
  - Grants:
    - Erie Canalway National Heritage Corridor - approved application for Sagawa Park Mural Project: Portraits of our Past – authorize Mayor to sign the grant contract
    - Erie Canalway National Heritage Corridor – authorize application for Low Bridge High Water
    - CDBG – Monroe Ave. storm sewer project – authorize Mayor to sign amendatory agreement
    - CDBG – West Ave. water main replacement phase I – authorize Mayor to sign contract
    - CDBG – West Ave. water main replacement phase II – authorize application & SEQR resolution
    - LGRMIF – ELK Museum restoration of historic maps - authorize application
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
    - 
  - Trustee/Deputy Mayor William G. Andrews
    - 
  - Trustee Valerie A. Ciciotti
    - 
  - Trustee John D. LaPierre
    - 
  - Trustee Katherine J. Kristansen
    - 
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**

*Village Hall closed for holiday: Monday, 2/16*
*Next Village Board work session: 7pm Monday, 2/23 (with Treasurer re budget)*
*Next Village Board meeting: 7pm Monday, 3/2*

# 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.

# Budget Preparation Calendar
# Village of Brockport
# Fiscal Year June 1, 2015 – May 31, 2016

| | |
|---|---|
| Monday, November 3, 2014 | Treasurer to notify Department Heads, and Village Justices (via memo with templates) of the necessity for expense estimates |
| Monday, December 15, 2014 | Department Heads to submit expense estimates to Treasurer |
| Monday, January 26, 2015- 7 PM | Village Board work session with Treasurer and department Heads – discuss department budget requests |
| Monday, February 23, 2015 – 7 PM | Village Board work session with Treasurer – discuss and make revisions to budget requests (if necessary) |
| Monday, March 2, 2015 – 7 PM | Village Board meeting, Treasurer will provide updated information regarding budget development |
| Monday, March 16, 2015 – 7 PM | Village Board meeting, Treasurer will provide updated information regarding budget development |
| Wednesday, March 18, 2015 | Treasurer to file tentative budget with Clerk (must be filed by March 20th) |
| Monday, March 23, 2015 – 7 PM | Village Board work session with Treasurer– discuss and make revisions to tentative budget (if necessary) |
| Wednesday, March 25, 2015 for March 29, 2015 edition | Clerk to publish notice of public hearing on tentative budget |
| Monday, April 6, 2015 – 7 PM | Treasurer to present budget to public - public hearing on preliminary budget (Middle School L.G.I.) |
| Monday, April 20, 2015 – 7 PM | Village Board meeting – adopt budget (must be done by May 1st) |

**NOTICE**
**INVITING NOMINATIONS**

Please take notice that nominations are being sought for candidates for the Monika W. Andrews Creative Volunteer Leadership Award. Nominees must be residents of the Village of Brockport, Town of Sweden or Town of Clarkson. Individuals and organizations may submit nominations. Self-nominations are acceptable.

In 2012 the three municipalities established the Monika W. Andrews Creative Volunteer Leadership Award as a memorial to the late Brockport resident. Its rules require that the award be given annually to one or more persons "who have demonstrated outstanding leadership in volunteer work by undertaking important innovative activities or creating significant new ways to serve the greater Brockport community". A trust fund has been established to provide cash awards for the winners.

The winners will be selected by a committee composed of one member appointed by each of the municipal boards. Nominations must be submitted to the Village Clerk, Village of Brockport, 49 State Street, by noon, December 31, 2014. A complete set of the rules for the award is available at the clerks' offices of the three municipalities or on the Village website, www.brockportny.org.

Leslie Ann Morelli
Village Clerk
Village of Brockport

DATED: 11/3/14

For publication in the 11/9/14 & 12/7/14 edition of Suburban News.
For posting on website and bulletin board of Village of Brockport, Town of Sweden, Town of Clarkson.

**RULES**
**The Monika W. Andrews Creative Volunteer Leadership Award**
**Established 10/23/12**
**Amended 11/17/14**

**Purpose.** The purpose of this award is to encourage, recognize, and reward outstanding creative leadership by residents of the Towns of Sweden (including Brockport) and Clarkson who have served as volunteer leaders in improving the lives of their fellow citizens and the greater Brockport community.

**Eligibility.** All residents of the Towns of Sweden (including Brockport) and Clarkson who have been actively engaged as leaders in volunteer work in the greater Brockport community are eligible.

**Criteria.** This award shall be presented annually to an eligible person or persons who have demonstrated outstanding leadership in volunteer work by undertaking important innovative activities or creating significant new ways to serve the greater Brockport community. The work being recognized may have been accomplished in the year for which the person or persons are being honored or may have extended over a longer period of time. Examples from the volunteer work of the award's namesake include the creation of the first playground for handicapped children in Monroe County and the transformation of the Brockport Ecumenical Food Shelf to a "client-centered" facility.

**Nominations.** Nominations of eligible persons may be made by individuals or organizations. Self-nominations are acceptable. Nominations must be supported by detailed descriptions of the volunteer leadership activities of the nominee to be recognized by the award. They must include complete contact information for the nominator and the nominee. Supporting letters are encouraged. Nominations must be submitted by postal mail or personal delivery to the Village Clerk, Village of Brockport, 49 State Street, Brockport, NY 14420, by noon on the last business day before the end of the calendar year.

**Selection.** The award winner(s) shall be selected by a committee composed of one member appointed by each of the participating municipal boards before the end of each calendar year. The Brockport Village Board shall designate one of the committee members to chair the committee and convene it. It shall announce its selection at the first regular meeting of the Brockport Village Board after the January 31st following the close of nominations.

**Cash Award.** The award winner(s) shall receive a monetary prize from the trust fund established to support this award and administered by the Brockport Village Treasurer. If more than one award winner is selected the monetary award shall be divided equally among the winners.

# 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:** Monika W. Andrews Creative Volunteer Leadership Award Selection Committee: Linda Ketchum, Kermit Mercer, Robert Westbrook

**FROM:** Leslie Ann Morelli, Village Clerk

**DATE:** January 21, 2015

Thank for your service regarding this year's selection of the Monika W. Andrews Creative Volunteer Leadership Award and Honorable Mentions.

The enclosed letters have been mailed to the 3 nominees along with copies of the announcement, rules, and nominations. The Selection Committee has been scheduled on the 7pm Monday, February 2, 2015 Village Board meeting agenda to present the certificates being produced as well as the check to the award winner.

The materials will be part of the February 2nd agenda packet for officials and will be made available to the public on the Village website on January 30th. If the Selection Committee has a written report as to the decision reached that you would like included in the packet, please forward it to me by Noon, January 28th. Thank you.

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. LaPierre, Katherine J. Kristansen

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January 21, 2015

Norman J. Frisch

Brockport, NY 14420

**Re: Monika W. Andrews Creative Volunteer Leadership Award**

Dear Norm:

You were nominated for the Monika W. Andrews Creative Volunteer Leadership Award. Congratulations! You were one of 3 exceptional nominees. The Selection Committee comprised of Kermit Mercer representing the Town of Clarkson, Robert Westbrook representing the Town of Sweden, and Linda Ketchum representing the Village of Brockport, have chosen you to receive the award.

You are invited to attend the 7pm Monday, February 2, 2015 meeting of the Village Board at which time you will be presented with this award. Please contact me at 637-5300 X12 or lmorelli@brockportny.org by January 28th to confirm your attendance. Thank you.

Sincerely,

Leslie Ann Morelli
Village Clerk
Village of Brockport

Enclosed: notice inviting nominations / award rules / nominations


Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. LaPierre, Katherine J. Kristansen

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January 21, 2015

Sue A. Savard

Brockport, NY 14420

**Re: Monika W. Andrews Creative Volunteer Leadership Award**

Dear Sue:

You were nominated for the Monika W. Andrews Creative Volunteer Leadership Award. Congratulations! You were one of 3 exceptional nominees. The Selection Committee comprised of Kermit Mercer representing the Town of Clarkson, Robert Westbrook representing the Town of Sweden, and Linda Ketchum representing the Village of Brockport, has selected you for recognition with an honorable mention award.

You are invited to attend the 7pm Monday, February 2, 2015 meeting of the Village Board at which time you will be presented with this honorable mention. Please contact me at 637-5300 X12 or lmorelli@brockportny.org by January 28th to confirm your attendance. Thank you.

Sincerely,

Leslie Ann Morelli
Village Clerk
Village of Brockport

Enclosed: notice inviting nominations / award rules / nominations


Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
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*Erie Canalway Heritage Award of Excellence*

January 21, 2015

Mary G. Edwards

Brockport, NY 14420

**Re: Monika W. Andrews Creative Volunteer Leadership Award**

Dear Mary:

You were nominated for the Monika W. Andrews Creative Volunteer Leadership Award. Congratulations! You were one of 3 exceptional nominees. The Selection Committee comprised of Kermit Mercer representing the Town of Clarkson, Robert Westbrook representing the Town of Sweden, and Linda Ketchum representing the Village of Brockport, has selected you for recognition with an honorable mention award.

You are invited to attend the 7pm Monday, February 2, 2015 meeting of the Village Board at which time you will be presented with this honorable mention. Please contact me at 637-5300 X12 or lmorelli@brockportny.org by January 28th to confirm your attendance. Thank you.

Sincerely,

Leslie Ann Morelli
Village Clerk
Village of Brockport

Enclosed: notice inviting nominations / award rules / nominations

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. LaPierre, Katherine J. Kristansen

**Allan R. Berry**

**Brockport, New York 14420**

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VILLAGE OF BROCKPORT

January 5, 2015

Leslie Morelli
Village Clerk
Village of Brockport
49 State Street
Brockport, New York 14420

Dear Leslie:

I had intended to nominate Norm Frisch for the Monika Andrews Creative Volunteer Award and while I began the process of assembling the nomination many months ago my recent hip replacement had the effect of interfering with my plans to submit the application prior to the end of the 2014 as required.

In my conversation with you I learned that while it is too late to submit a nomination for this year that Norm Frisch has been nominated by another individual. I am hopeful that my attached letter as well as those of othe s will be acceptable to the selection committee.

Enclosed please find the following:

- Allan Berry letter of support
- Danielle Windus Cook letter of support
- Chistine Hunt letter of support
- Raymond Duncan e-mail of support

Thank you for passing these documents along to the selection committee.

Sincerely,

Allan R. Berry

**Allan R. Berry**

**Brockport, New York 14420**

January 5, 2015

Leslie Morelli
Village Clerk
Village of Brockport
49 State Street
Brockport, New York 14420

Dear Leslie:

I had intended to nominate Norm Frisch for the Monika Andrews Volunteer award and while I began the process of assembling the nomination many months ago my recent hip replacement had the effect of interfering with my plans to submit the application prior to the end of the 2014 as required. I am hopeful that this letter may be useful to the selection committee in its work in selecting the award recipient.

Norm Frisch exemplifies the purpose of the Monika Andrews Creative Volunteer Award which was created to recognize, and reward outstanding creative leadership by residents of the Towns of Sweden and Clarkson who have served as volunteer leaders in improving the lives of their fellow citizens and the greater Brockport community. While memorializing the incredible service of Monika Andrews to our community this award also recognizes the accomplishments of others and in doing so nurtures a spirit of volunteerism that serves as the glue that binds our community together.

Norm's involvement in the community is multifaceted and includes the following contributions:

- Emily L. Knapp Board of Trustees (former board member and current volunteer)
- Village of Brockport
  - Designed the brochure for the Village Old Home Week-end 2013

- Designed advertising for the Village Old Home Week-end 2013
- Designed the brochure for the Village Old Home Week-end 2014
- Designed advertising for the Village Old Home Week-end 2014

- Brockport Community Museum Board of Trustees (current)
  - Design, development and maintenance of the Board's web site which includes incorporating agendas and minutes of meetings, descriptions of interpretive panels and display cases as well as interviews of prominent citizens in our community so that their stories and images of this community will not be lost.
  - Design of interpretive panels that have been completed and dedicated:
    - Public Education
    - Higher Education
    - Historic Downtown Churches
    - Firefighting in Brockport
    - Protectives Fire Company
    - Canal Commerce
    - Main Street Early 1900s
    - Farming and Farm Families in the Town of Sweden
  - Design of interpretive panels that have yet to be completed:
    - Sweden Soldiers Memorial Tower
    - Healthcare in Brockport
- Design of dedication brochures for the eight (8) interpretive panels listed above
- Design of a brochure depicting "Brockport Destinations" which depicts various interpretive panels and exhibit cases in the community.
- Clarendon Historical Society
  - Designed the promotional poster and material associated with the celebration of the 150th anniversary of Carl Ackley's birth.
- St. Lukes Episcopal Church (current member)
- Sweden Bicentennial Committee
  - Design of the Sweden Historic Home Tour Booklet
  - Design of the Sweden Barn Tour Booklet
  - Designed promotional materials including programs etc. for all Sweden Bicentennial events.
- Walk! Bike! Brockport
  - Design of Walk! Bike! Brockport brochure

- Design of Town of Sweden Community Park Walking Trail brochure

In summary, Norm Frisch is a tireless worker whose contribution to the community is so significant that it is difficult to quantify. His efforts for the Brockport Community Museum, the Emily L. Knapp Museum, the Sweden Bicentennial Committee and Walk! Bike! Brockport are so extensive that he has elected to give up his design business so that he can devote more time to these and other endeavors. Norm personifies the criteria for the Monica W. Andrews Creative Volunteer Leadership Award and as Ray Duncan has said, "Norm is a treasure". I heartily agree and support his nomination.

Sincerely,

Allan R. Berry

# Town of Sweden

**18 State Street, Brockport, NY 14420**

Danielle Windus Cook, Town Councilperson dantown@live.com
Website: www.townofsweden.org

Phone (585) 637-2144 Fax (585) 637-7389


Monika W. Andrews Creative Volunteer Leadership Committee
Village of Brockport
49 State Street
Brockport, NY 14420

August 25, 2014

Dear Award Committee Members;

I am writing this letter of recommendation in support of Norm Frisch's nomination for the Monika W. Andrews Creative Volunteer Leadership Award.

I have had the privilege of working on the Town of Sweden's Bicentennial Committee with Norm Frisch for the past two years. Over these two years Norm has been one of our most dedicated volunteer members. Norm is the kind of volunteer we all hope to get when a volunteer committee is formed. Not only is he professional but he works very well with the other volunteers and through his example encourages them to be better. He is able to obtain excellent results from every subcommittee volunteer for their event.

In 2012 when the Bicentennial committee was formed, Norm's name was mentioned to help with the promotional design and advertising of the Bicentennial. I had no idea what a "gift" he would be to our town. Norm has been able to keep each subcommittee on task with timeframes. He has sacrificed his personal time and has worked excessive hours without a complaint, all the while meeting deadline after deadline with excellent results. He has shown a level of dedication above and beyond the scope of this position. He has the ability to have vision for something and make it work. In my twelve years on the Sweden town board I have not had a volunteer that exhibits such motivation, dedication, trustworthiness, and talent as Norm.

It is with my deepest convictions that I eagerly recommend that Norm Frisch be selected as the recipient of the 2015 Monika W. Andrews Creative Volunteer Leadership Award.

Sincerely,

Danielle Windus Cook
Sweden Town Councilperson


Supervisor Robert A. Carges, Councilperson Rebecca M. Donohue, Councilperson Robert Muesebeck, Councilperson Donald E. Roberts, Jr., Councilperson Danielle Windus-Cook
Town Clerk Karen M. Sweeting, Receiver of Taxes and Assessments Kathleen A. Bahr-Seever, Superintendent of Highways Brian Ingraham

I am writing to nominate Norman J. Frisch as a recipient of the Monica W. Andrews Award. I feel he is an outstanding and deserving candidate for this recognition, meeting all of the criteria.

Norm has been very active in his work supporting the Town of Sweden Bicentennial Committee. He has designed the souvenir booklets for the Bicentennial House Tour and the Bicentennial Bam Tour. He has designed all the promotional posters and advertizing for the Bicentennial events.

Norm is also tireless in his work for the Brockport Community Museum – A Museum Without Walls. He serves on the Board of Trustees Executive Committee of the Museum, as well as a number of their subcommittees. He designed their very attractive website. He has developed the "Streets and Roads" section of the website which currently documents over 50 historic homes in the area and more are being added. He is also the person responsible for the design of the interpretive panels installed around Brockport. He has lent his expertise to neighboring communities, most recently by helping the Clarendon Historical Society with the promotion of the celebration of the 150th anniversary of Carl Ackley's birth.

Norm possesses incredible skill in visual presentation and technical issues which he freely shares. He has strong organizational skills, making clear and attractive presentations of complex and varied information. He is always congenial, willing to help and shares his great sense of humor and wit with those around him.

I strongly recommend Norman Frisch for the Monica W. Andrews Award.

Sincerely, Christine Hunt

Christine Hunt

**Allan Berry**

**From:**
**Sent:** Monday, November 24, 2014 12:00 PM
**To:** Allan Berry
**Subject:** Re: MONIKA ANDREWS VOLUNTEER AWARD

Hi Allan-

I've been out in Seattle for the past week and just returned early this morning.

Norm is certainly the person for this recognition!

His long list of accomplishments include designing our beautiful and informative Walk! Bike! Brockport! brochure as well as the brochure for our Town of Sweden Community Park Walking Trail. Bottom Line: Norm has made major contributions to Walk! Bike! Brockport! literature and events--for which we are extremely grateful.

Our group enthusiastically supports Norm's receiving this important award. Brockport's outstanding quality of life setting owes much to all of his efforts in so many quarters.

He is a treasure and absolute pleasure to work with!

Ray

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DEC 19 2014
VILLAGE OF BROCKPORT

# The Monika W. Andrews Creative Volunteer Leadership Award

December, 2014

Nominee: Suzanne (Sue) Savard

Brockport 14420

Nominator: Ann Frey

Brockport 14420

It is with enthusiasm that I submit the name of Sue Savard for consideration for the Monika Andrews award. For the past two years she has been dedicated to the Emily Knapp Museum working to revitalize it by completing many tasks that were necessary for its rehabilitation. The trademark Savard characteristics of commitment, thoroughness mixed with a dash of humor have been on full display. The volunteers she recruited who were necessary for the project to move forward have shared Sue's goals and worked tirelessly. While Sue is the leader and has an overall vision, she solicits suggestions and ideas from the other volunteers and encourages them to tackle tasks that use their skills and reflect their interests.

In the winter of 2012, a trip to the museum to get information on one room school houses, as part of her work with the Brockport Community Museum project, was not fruitful. But Sue was inspired to volunteer her skills as a former secretary and business education teacher to organize the collection.

After meeting with the museum committee to get its approval, Sue and her volunteers set off down a road with the goal to transform the museum. To that end material now fills eight filing cabinets, and is accessible; closets were converted to mini libraries with 1,500 books catalogued, and hold identifiable archival materials; rooms have been refurbished and displays have been rearranged in an appealing way. They worked to build display racks, wash curtains, investigate other local history museums, identify pieces of the collection, clean the rooms and Sue typed and typed some more. All materials and many of the items displayed are now properly labeled.

The coming out party for the museum was the program Sue created for Old Home Week on July 5th. She invited community members to role play key people in Brockport's history, baked cookies using recipes from the archives and overall made it possible for citizens to discover or rediscover the museum.

Sue is relentlessly learning about museums and has applied her new found knowledge visioning the tasks that remain. In cooperation with the museum committee, village board and

departments, assessments have been made, grants written and future projects developed. Currently a photo collection is being completed, plans for a relational data base exist and development of a docent booklet is in the works. In addition there is a hope that experts can be used to evaluate the collection.

The purpose of this long list of changes is to illustrate the vision, hard work and accomplishments of Sue Savard in creating the new Emily Knapp Museum. I believe she merits consideration as a candidate for the Monika W. Andrews Volunteer Leadership Award.

Dan Frey

December 15, 2014

To: Monika Andrews Volunteer Award Committee

From: Pat O'Brien

Subject: Nomination of Sue Savard for the Monika Andrews Volunteer Award

As a resident of the Village of Brockport for the past forty years, I have heard about the Emily Knapp Museum several times. The descriptions of it as well as the experience of visiting the museum which were described to me left me underwhelmed to say the least.

Toward the end of this past summer, I was introduced to Sue Savard. She was looking for volunteers to help improve the museum. We met for coffee and then she took me on a tour of the facility on State St. Sue described the work that she and her team had accomplished and shared her vision of what the future could be like if only more volunteers would come forward. That day, I took a leap of faith and applied to be on the Board of the Emily Knapp Museum and was appointed within the next month.

Since that time, I have personally observed Sue's dedication to the museum. She has worked tirelessly to create a docent's manual so that volunteers can articulate the background of the items that reside in the museum. A small group of volunteers which are led by Sue has organized and cleaned items in the museum which were previously carelessly piled in any available space on the floor. Needless to say prior to the "Get Organized initiative" nothing could be displayed much less located to facilitate studies and projects undertaken by students at SUNY Brockport. Sue and her team have worked tirelessly to photograph and describe each and every item on both the second and third floors of the museum. She also sponsored a special event at the Museum during the summer where local residents became historical "enactors" to bring the rich history of the Village to Brockport alive to all who attended.

Sue's leadership, enthusiasm, and hard work have resulted in a complete "rebranding" of the Emily Knapp Museum. It is now a resource for SUNY Brockport, local residents and a source of pride for the Village of Brockport.

I wholeheartedly support Sue's nomination for this prestigious award. If you would like additional information, please feel free to contact me. My contact information is as follows:

Sincerely,

Pat O'Brien

December, 2014

Recommendation for Sue Sadard
for Monika W Andrews Creative Volunteer Leadership Award

What a dynamo this woman is. She is innovative, creative, a leader and a make-it-happen person who has made a difference in the organization, documentation and decoration of Brockport's Emily Knapp Museum. Let me tell you how she has served Brockport.

Sue saw an opportunity and tackled it. The museum held many treasures but they were in boxes, on the floor, hidden and in need of a good cleaning.

Sue gathered friends - "Sue's Crew" and started. She never gave volunteers orders, but allowed "The Crew" to use their strengths and make choices in technology, problem solving, organization, etc. She fostered this comradery with lunches for us and humor as the crew worked weekly and for 1½ weekly and enjoyed our time.

Our crew has filled 8 filing cabinets, cataloged over 1500 books, organized 4 cabinets of newspapers dating from 1800's, added displays, repaired and rejuvenated rooms and added archival storage. Under Sue's direction we had photographed every artifact and are organizing web coverage.

Sue has done continuous research and developed a plan for the future. She organized the museum's "Grand Reopening" with people in every room and on Main Street. She even made cookies from recipes found in the museum.

Sue has done endless typing for labels, has added information to Suburban Nuts and is bursting with new ideas.

I can think of no better qualified candidate for your wonderful award.

Marjorie Lewis

Friday, November 21, 2014

RECEIVED
VILLAGE OF BROCKPORT

Brockport Village Clerk
49 State Street
Brockport, New York 14420

To Whom It May Concern:

It is with great pleasure to nominate Mrs. Mary Edwards for consideration for the Monika W. Andrews Creative Volunteer Leadership Award in recognition of her outstanding leadership and tireless efforts in opening the doors to the Clarkson School House to the Brockport Hill School 4th and 5th graders for the past two years and her tireless efforts in addressing and raising awareness of Cursive Writing to our students of our Community.

Mary has been working for the past two years with the Brockport Hill School teachers in setting up a field trip that would transport the students from their modern day classrooms to the Clarkson Academy classroom. During this field trip the students learned what it was like to journey back to what class was like in the two story, brick, Greek Revival Academy building built in 1853 right in their own community. Mary worked to bring volunteers and teachers together to develop a curriculum for the visit. The children experienced what it was like to sit in the desks upstairs at the Academy building practicing their cursive writing and using the "library" reading aloud with their CHS teachers.

In addition to this work, Mary has been deeply committed to and involved in the Cursive Writing Initiative hitting not only our community but the entire Country. In this capacity, Mary managed the coordination and scheduling of volunteers to run the Summer Cursive Writing Camp and the Sunday Cursive Writing Workshops this past fall at the Schoolhouse. Cursive writing is shown to help a child to focus and concentrate on what they are writing as well as helps with the physical development of the brain and fine tune motor skills in students. In January of 2015 Mary will be a major leader in spearheading National Handwriting Day for our area by creating significant new ways to get students involved in learning to use cursive writing.

Mary's hard work in both of these projects have been recognized in news articles by the Westside News and the Democrat and Chronicle. Mary should be commended for her hard work and dedication to the success of these two initiatives affecting the residents and most importantly the students of Brockport Community. Mary's commitment to helping the Students of Brockport Central Schools is sincerely appreciated.

Mary's Information: Mary Edwards, Brockport, NY 14420 -

Sincerely,

Jackie Smith

Jackie Smith

Brockport, NY 14420

## Report of the Monica Andrews Leadership Committee

The Committee reports that, after review of the three nominees and in consideration of the enormous work of each of the three nominees, a vote was cast unanimously for Norm Frisch.

Over a period of many years Norm Frisch has exemplified the spirit of the Monica Andrews Creative Volunteer Award by accepting and completing an enormous number of projects as creative consultant and as working manager. It is evident to the Award Committee from both personal knowledge and from the descriptions in the nominations, that, our three communities are fortunate to have with us Norm Frisch who brought us creativity, art, leadership and noble humility.

On the horizon, it is fortunate that our communities also have two additional nominees this year, Sue Savard and Mary Edwards, who's creativity, leadership and work ethic are exceptional. No doubt we will be seeing these two again, soon. The committee believes that our three communities are endowed with a noble selection of people with a purpose for giving.

Chairman: Kermit R. Mercer; Linda Ketchum; Rob Westbrook.

# The Monika W. Andrews

# Creative Volunteer Leadership Award

**Is Hereby Presented by the Municipalities of**
**Brockport, Sweden, and Clarkson**
**To**

# Norman Frisch

---

**In Recognition of Outstanding Service to Their Community Through Creative and Innovative Leadership as a Volunteer**

**Mayor, Village of Brockport**

**Supervisor, Town of Sweden**

1/23/15
**Date**

**Supervisor, Town of Clarkson**

**Chair, Selection Committee**

**The Selection Committee for**

# The Monika W. Andrews

# Creative Volunteer Leadership Award

**Hereby Presents This Certificate of Merit to**

## Suzanne Savard

**In Recognition of Meritorious Service**
**to the Greater Brockport Community**

1-23-2015
**Date**

Kermit E Mercer
**Chair, Selection Committee**

**The Selection Committee for**

# The Monika W. Andrews

# Creative Volunteer Leadership Award

**Hereby Presents This Certificate of Merit to**

# Mary Edwards

**In Recognition of Meritorious Service**
**to the Greater Brockport Community**

1-23-2015
**Date**

Kermit R Mercer
**Chair, Selection Committee**

# 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 Board, Department Heads, Village Historian, Tree Board, Walk Bike Brockport Action Group, Brockport Merchants Association, Greater Brockport Chamber of Commerce, BISCO, Lion's Club, Kiwanis Club, Elks, Rotary, Navy Club, Brockport Area Veterans Club, Western Monroe Historical Society, Generation Cool, Seymour Library, Town of Sweden, SUNY College at Brockport, Catholic Migrant Ministry, Greater Brockport Development Corporation, and other event planners I may have missed…

**FROM:** Leslie Ann Morelli, Village Clerk

**RE:** **2015 Events Schedule**

**DATE:** January 2015

Happy New Year!

It's time to gather information to be able to put together a 2015 events schedule. The schedule gets posted on the Village website, made available at the Village Hall, Welcome Center, Seymour Library, Town Hall, Senior Center, Community Center etc. It will also be used in marketing efforts with local media.

Thanks again to Norm Frisch for his design/formatting help the last few years!

I haven't heard anything new regarding the group that was looking into creating a greater Brockport events schedule via a paid subscription to an automated scheduling system. Therefore, I continue my willingness to solicit and gather information on behalf of the Village.

We want to include your group's 2015 event(s) if they are to be held within the Village of Brockport limits and open to the public. ***Please refer this to the appropriate person to consult your group and by March 7th email me at lmorelli@brockportny.org with the basic details of your 2015 events.***

Keep in mind that some events may need the approval of the Village Board as well as the cooperation of the Department of Public Works, Police Department, or Code Enforcement Office. This is particularly true if it involves a street closure request or the use of Village property or facilities. The Village Board meets at 7pm the 1st and 3rd Monday of each month. Agenda items are due one week prior. Department Heads (DPW Superintendent, Police Chief, and Code Enforcement Officer) are in attendance at the 3rd Monday meetings. If Main Street (NYS Route 19) closure is requested, please remember that you need to apply to NYS DOT.

If I am not informed about an event, I can't include it in the schedule, so be sure to e-mail me your information by March 7th. Thanks very much.

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. LaPierre, Katherine J. Kristansen

**VILLAGE OF BROCKPORT**
**NOTICE FOR ELECTING VILLAGE OFFICERS**

PLEASE TAKE NOTICE:

That the Annual General Village Election in and for the Village of Brockport will be held on Tuesday, June, 16, 2015 from Noon to 9pm with the following officers to be chosen: One (1) Trustee to complete a term to 06/30/17.

That the first day to circulate independent nominating petitions is Tuesday, March 31, 2015, and the last day to file said petitions at Monroe County Board of Elections is Tuesday, May 12, 2015. Petitions must indicate the office(s) and term thereto, for which it is filed, and

That the applications for absentee ballots will be accepted by Monroe County Board of Elections no earlier than Monday, February 16, 2015 and no later than Tuesday, June 9, 2015 for applications to be mailed or Monday, June 15, 2015 for personal applications by applicant or his/her agent.

That questions should be directed to Monroe County Board of Elections at (585) 753-1550.

Leslie Ann Morelli
Village Clerk
Village of Brockport

DATED: 2/2/15

Suburban News: Please publish in 2/8/15 edition.

Also posted on Village website and Village Hall bulletin board.

SEASONAL CLERKS
VILLAGE OF BROCKPORT

The Village of Brockport seeks 2 or 3 seasonal clerks to work as a team to fulfill the terms of an LGRMIF grant funded records management project at the Emily L. Knapp Museum and Library of Local History located on the 2nd and 3rd floors of Village Hall. Clerks will sort, organize, and label approximately 150 cubic feet of historical records and enter data in an automated locator system. The project is for 720 hours of work (240 to 360 hours per clerk), approximately 14-21 hours per week for 17 weeks. Rate of pay is $18/hour with no benefits. Work is to be completed between February and May 2015. On-site training will be provided by the New York State Archives.

Qualifications include: good interpersonal communication skills; organizational skills; the ability to work independently and as a team; and the ability to write basic correspondence and memoranda regarding project activities.

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

Applicant does not have to be a resident of Monroe County.
No Civil Service exam is involved.

**Application deadline: Noon, Wednesday, January 7, 2015**

Leslie Ann Morelli
Village Clerk
Village of Brockport

Search Committee
(Erica Linden
Bill Andrews
Alan Berry)
will have recommendation
hiring for 2/2 VBmtg.
There were
152 applications!

# NYCOM'S WINTER LEGISLATIVE MEETING

## FEBRUARY 8-10, 2015 | HILTON ALBANY

AGENDA

### Sunday, February 8

**AFTERNOON**

**Opening General Session**

- Update on State Budget and Legislation
- Review of NYCOM's Legislative Program
- Open Discussion of Your Priorities

**EVENING**

- Reception - Sponsored by the New York Municipal Insurance Reciprocal (NYMIR)
- Dinner and Guest Speaker

### Monday, February 9

**MORNING**

- Local Government Reform: The Need for a State Partner
  *Speaker: Professor Mildred Warner, Cornell University*
- State Comptroller Thomas P. DiNapoli
- Invited Speakers:
  Governor Andrew M. Cuomo
  Attorney General Eric Schneiderman
  State Legislative Leaders

**AFTERNOON**

- Strategies to Address Retiree Health Care Costs
- Developing Government Efficiency Plans
- Placemaking as an Approach to Community Development
- Getting the Truth Out: Communicating With Your Constituents
- Understanding and Overcoming Barriers to Shared Services
- Saving Money With Renewable Energy

**EVENING**

- NYCOM Legislative Reception
- Dinner on your Own

### Tuesday, February 10

- Meetings with State Legislators

NYCOM

**Register HERE or visit www.nycom.org**

**DRAFT**

RESOLUTION - VILLAGE OF BROCKPORT

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on February 2, 2015 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 John D. LaPierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____
CARRIED _/_

RESOLVED, to authorize the Village Clerk to send a letter to Pro Squared Facility Service (required by contract at least 60 days but not more than 90 days before 6/1) to not renew the current contract.

FURTHER RESOLVED, to authorize the Village Clerk to draft a Request for Proposals (RFP) for the weekly cleaning of Village buildings (with the exception of semi-annual carpet cleaning done by another vendor) and to post said RFP on the Village website and in all editions of Suburban News and to copy the current vendor on it.

**OR** assign the cleaning of Village buildings as a function of the Village of Brockport Department of Public Works utilizing an existing laborer at entry level pay.

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 February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this __ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

pro²

FACILITY SERVICES

exponentially better

$633/mo

$7,596/yr.

Prepared For: Leslie Ann Morelli

Prepared By: Steven Bassini

pro² FACILITY SERVICES

exponentially better

Date: April 30, 2014

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

Dear Leslie,

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

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

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

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

We commit to meeting your expectations...
A smooth, coordinated, headache-free start-up.
Consistently on-time, on-budget, industry leading service delivery.
Proactive care and solutions driven by World Class professionals with exacting standards.

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

Sincerely,

Steven W. Bassini
Building Consultant

exponentially better

# STATEMENT OF WORK: GENERAL CLEANING

| DESCRIPTION OF WORK ELEMENT: | FREQUENCY: |
|---|---|
| Dust Horizontal surfaces. Desks, credenzas, counter tops, file cabinet tops. | Every Service |
| Spot clean horizontal surfaces, remove spillage, cup rings and other removable marks. | Every Service |
| Remove fingerprints and smudges from entrance doors and internal glass. | Every Service |
| Empty waste paper baskets & recycling bins, replace liners. | Every Service |
| Sanitize and polish drinking fountains. | Every Service |
| Disinfect light switches, plates, door handles and other touch points. | Every Service |
| Disinfect telephone receivers and dust phone bases. Scan keyboards with UV light wands. | Every Service |
| Clean walls of fingerprints and smudges. | Every Service |
| High Dust: vents, door frames, ceiling corners<br>Low Dust: desk frames, tables & chairs. | Every Service |

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# STATEMENT OF WORK: RESTROOMS

| DESCRIPTION OF WORK ELEMENT: | FREQUENCY: |
|---|---|
| Clean & disinfect counter tops, sinks, toilets, toilet seats and urinals. | Every Service |
| Clean & disinfect all dispensers, fixtures, door handles, light switches and mirrors. | Every Service |
| Empty, clean and sanitize trash receptacles. | Every Service |
| Empty sanitary napkin receptacle and disinfect (where applicable). | Every Service |
| Spot clean partitions and wall tiles. | Every Service |
| Sweep and thoroughly mop floor with germicidal solution. | Every Service |
| Polish all dispensers, mirrors and shiny surfaces. | Every Service |
| High dust: partition and door tops, vents, and mirror frames. | Every Service |
| Clean & disinfect partitions and walls around toilets and urinals. | Every Service |

exponentially better

# STATEMENT OF WORK: BREAK AREAS/KITCHEN

| DESCRIPTION OF WORK ELEMENT: | FREQUENCY: |
|---|---|
| Counters and table tops cleaned with disinfectant. | Every Service |
| Fronts of counters and chairs cleaned. | Every Service |
| Sinks cleaned with disinfectant. | Every Service |
| Wipe down outside of refrigerator and microwave. | Every Service |
| Trash removed. | Every Service |
| Coffee machine turned off. | Every Service |
| Inside of microwave cleaned. | Every Service |
| Sink thoroughly scoured and polished. | Every Service |
| Table and chair legs cleaned. | Every Service |

exponentially
better

# STATEMENT OF WORK: SPECIAL NOTES

| DESCRIPTION OF WORK ELEMENT: | FREQUENCY: |
|---|---|
| Welcome Center to be cleaned May 1st - October 15th ONLY | 1 time per week |
| Price for Welcome Center (11 Water Street) and Village Hall (49 State Street) combined | 1 time per week |
| Police Department (1 Clinton Street) separated out | 1 time per week |
| Windows cleaned inside/out | 2 times per year |

exponentially better

# Terms & Conditions of Service

1. The undersigned ("Client" or "you") hereby engages Impressive Facility Services, Inc. LLC. dba Pro Squared Facility Services ("Pro2" or "Pro Squared Facility Services" or "we") to perform services according to the attached scope of work (the "Services").

2. As a courtesy, for contracted recurring services, we will issue an invoice to you for Services dated on the first of each month for the current month of Service, and you agree to pay Pro2 the amount that is due on or before the tenth of the month. For work order or non-recurring services, we will issue an invoice immediately upon completion of the Services and you agree to pay Pro2 within ten days of the billing date. Late payments will incur interest at a rate of 1.5% per month or the maximum amount legally chargeable (a minimum of $15 will be charged as a late fee). Special Services (such as periodic stripping and waxing floors) that are amortized in the monthly billing fee, but are not delivered monthly, will become immediately due and payable in full if this agreement is terminated for any reason. Any Services delivered as a sales incentive or promotion will become due and payable in full if this agreement is terminated for any reason, or if you breach this agreement, during the initial term. You agree to reimburse our costs for any and all amounts incurred in enforcing the payment obligations hereunder, including, and without limitation, attorney fees and all other collection fees and expenses.

3. Services will only be provided on the following days if it is explicitly indicated on the Federal Holiday Work Schedule as an "included" service day. If Services are performed on a Federal Holiday that is not included as an included service day then an additional charge of 2X the imputed daily rate will be charged in the next invoice. These days include New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. All charges for Services on included services days that are Federal Holidays are included, on a pro-rated basis, in the monthly fee.

4. This agreement is for a term of 12 consecutive months commencing on the later of (a) the last date written on the attached signature page; or (b) the actual date that Pro2 commences providing the Services. This agreement will automatically renew on each consecutive anniversary of this agreement upon the same terms and conditions, unless either party gives the other party written notice of its intention to terminate, at least 60 days, but not more than 90 days before the applicable anniversary date.

5. You agree to promptly notify Pro2 of any performance issues in person, via informal email or via telephone, in detail, by contacting the assigned Service Area General Manager or the Pro2 office prior to formal written notification. This agreement may be terminated by Client only for cause, which shall include a material defect in the performance of the Services by Pro2. If Client intends to terminate this agreement for cause, Client must first give Pro2 formal written notice, specifying in detail, the nature of any defect in performance. Pro2 has 30 days to cure the defects specified in such notice. If the specified defects have not been cured at the end of the 30th day, then Client must notify Pro2 in writing of Pro2's failure to cure the specified defects, and this agreement shall terminate effective 30 days from the date of such notice. All written notices must be timely given and sent via certified mail, return receipt requested. If you terminate this agreement without fully complying with this Section, you agree that you will pay Pro2 liquidated damages calculated as follows: (a) the average of Client's monthly billings for the past three months (or such shorter period of time that this agreement has been in effect) before termination of this Agreement, multiplied by (b) the number of months remaining in the then-current term. Client acknowledges and agrees that the amount of liquidated damages determined in accordance with the preceding formula reasonably represents our monetary loss resulting from your non-compliance in terminating this agreement.

6. You agree that during the term of this agreement, and for a period of 180 days after expiration or termination of this agreement for any reason, you will not solicit or engage, directly or indirectly, any employees, agent, representative, contractor or other affiliate of Pro2 to perform services that are similar to the Services or any other services that Pro2 currently offers to its customers.

7. You acknowledge and agree that all or any portion of the Services may be assigned or delegated to a Pro2 authorized independent contractor or other third party.

8. The individual signing below on your behalf is your duly authorized representative. If he or she is not so authorized, the undersigned signatory shall be individually responsible for all obligations hereunder.

Client Initials: _____

pro² FACILITY SERVICES

exponentially better

## Our Agreement

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

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

| | |
|---|---|
| Service provided: | Janitorial Services (1 day per week) |
| Monthly Billing: | $255.00 per month - Village Hall & Welcome Center |
| | $328.00 per month - Police Department |
| Window Cleaning: | $ 50.00/cleaning |

Client Legal Name: Village of Brockport
DBA if applicable:
Service Address:
Client
By:
Title: MAYOR
Date: 5/6/14

Pro Squared:
By:
Title:
Date: 4/30/14

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

Please FAX signed agreement to: 585-568-8309 Attn: Steve Bassini

**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 February 2, 2015 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 John D. LaPierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____

CARRIED _/_

RESOLVED, to accept the Erie Canalway National Heritage Corridor grant and authorize the Mayor to sign the contract between the Erie Canalway Heritage Fund, Inc. and the Village of Brockport for the Sagawa Park Mural Project: Portraits of our Past.

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 February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this __ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

ERIE CANALWAY
National Heritage Corridor

P.O. Box 219, Waterford, NY 12188 ▪ P: 518-237-7000 ▪ www.eriecanalway.org

RECEIVED
JAN 20 2015
VILLAGE OF BROCKPORT

January 15, 2015

Mayor Margaret Blackman
Village of Brockport
49 State Street
Brockport, NY 14220

Dear Mayor Blackman:

The Erie Canalway Grant Program provides grants to not-for-profit corporations, municipalities, and federally-recognized Native American tribes located within the congressionally-designated boundaries of the Erie Canalway National Heritage Corridor. Grants are targeted to fund projects or programs that directly relate to the goals, strategies, and priority projects identified in the *Erie Canalway Preservation & Management Plan*.

Since 2007 Erie Canalway NHC has made more than $350,000 available to assist activities related to historic preservation, conservation, recreation, interpretation, tourism, and community development. It is my pleasure to inform you that a matching grant of **$7,000** has been awarded to you for your request for Sagawa Park Mural Project: Portraits of Our Past. Congratulations!

Enclosed, please find two copies of the Erie Canalway Grant Contract. Please review, sign, and date both contracts. Return both signed originals to the Erie Canalway National Heritage Corridor. ECNHC will then sign and return one for your records. As a reminder, reimbursement for the full award amount will be made at project conclusion after your grant closeout report is approved.

Erie Canalway staff will be contacting you soon to coordinate a series of public announcements to be held across the Corridor. In the meantime, we ask that you please wait to put out a press release or otherwise publicly announce your award until notified by Erie Canalway staff.

Again, congratulations on your award.

Sincerely,

Bob Radliff
Executive Director

# Erie Canalway Grant Program

## 2015 Contract

## Erie Canalway Heritage Fund, Inc. & Village of Brockport

**1. Parties**

The Erie Canalway Heritage Fund, Inc. (ECHF) is a nonprofit organization, working in partnership with the Erie Canalway National Heritage Corridor Commission, known individually and collectively as the Erie Canalway National Heritage Corridor or "ECNHC." The ECHF and the ECNHC, with support from the National Park Service, fund and manage the Grant Program. For the purposes of this contract, the Erie Canalway Heritage Fund, Inc. ("ECHF") is the lead party and grantor.

a. **Grantor**: The grantor is the Erie Canalway Heritage Fund, Inc. (**"ECHF"**).

b. **Grantee:** The grantee is the Village of Brockport (**"GRANTEE"**).

**2. Purpose of Grant**

The purpose of this grant is to provide funding for the creation of a mural and related educational materials to be mounted in Sagawa Park (**Appendix A – submitted Grant Application and Budget**).

**3. Project Cost and Funding**

a. Funding is provided by the **ECHF** for assistance pursuant to this grant, for a total award of Seven Thousand dollars ($7,000) as set forth in the budget found in **Appendix A**.
b. **Matching Funds** The **GRANTEE** shall provide a minimum one to one match of awarded funds for this grant through nonfederal cash and in-kind contributions as set forth in the project budget.

**4. Product and Acceptance Standards**

By signing this contract, the **GRANTEE** gives the **ECHF** the right to produce and distribute materials funded with the grant. The project elements are described in **Appendix A** which is attached hereto.

The **ECHF** is responsible for enforcing the provisions of this contract and may refuse to authorize payment if work is not carried out with care, skill and diligence; does not meet professional standards; or does not fulfill the goals and purposes described in the proposal or any subsequent modifications.

**5. Publicity and Credit**

The **GRANTEE** shall provide the **ECHF** with copies of any project-related newsletters, newspaper articles or any other promotional material. The **GRANTEE** will notify the **ECHF** at least two weeks in advance if it sponsors or participates in any public exhibit or program related to the grant project, and/or if project material is posted to a website, bulletin board or any other virtual place. All press releases,

publications, maps, presentations, signs, final reports and any item produced as a result of this grant funding shall note the partnership with and financial contribution of the Erie Canalway National Heritage Corridor. If requested by **ECHF**, the **ECNHC** logo shall be displayed on all final products in order to receive payment. Drafts of any displays, signs, or publications must be submitted to the **ECHF** for comment before final production. The **ECHF** logo will be provided upon request and all print materials shall include the phrase: *Funded in part through the generous support of the Erie Canalway National Heritage Corridor.*

The **ECHF** reserves the right to publicize this project as opportunities arise. **ECHF** will notify the grantee as it does so, and will provide the grantee with copies of any written material it uses to do so.

**6. Record Retention**

The **GRANTEE** will maintain accurate records of expenditures for a period of seven years after the project is complete. The **ECHF** may inspect the financial records related to this project, and for a period of 7 years after the project is complete.

**7. Schedule and Method of Payments**

a. **Payments will be made** at project conclusion and only upon acceptance of the completed Final Grant Report narrative, financial report and expense/match documentation. Requests for advances will not be considered. At project close the **GRANTEE** shall submit a project close-out report and a request for payment, including full documentation of all expenses and income, to the **ECHF** bearing an authorized signature. Authorized signers are those formally approved by the organization through an official resolution. Appropriate documentation includes, but is not limited to, itemized disbursements, contract for services, timesheets, grant award letters, receipts and invoices. The grant close out budget report must show comparable match documentation as outlined in the budget. For payment to consultants or contractors, a description of the method of selection, work performed, the person or persons performing the work, and the number of hours in completing the task will be detailed. The **ECHF** will notify the **GRANTEE** if the grant closeout document is incomplete. Grant close out documents will be provided to the **GRANTEE** by the **ECHF** at project completion.
b. **Expenditure**: No funds expensed prior to the date of the last signature on this contract will be reimbursed. Funds must be expended during the grant period (**See *10. Terms and Conditions*).**
c. **Consultants and Contractors**: engaged by the **GRANTEE** to carry out any part of the work program, shall be agents of the **GRANTEE**. There shall be no obligations between the **ECHF, NPS,** and such agents.

**8. Required ECHF Communication**

The **GRANTEE** shall notify the **ECHF** immediately should there be any change in the elements of the project, which would delay completion or prohibit implementation, including, but not limited to changes in personnel responsible for implementing this request. The **GRANTEE** shall also notify the **ECHF** if funds will not be needed for the purpose stated above.

In the event the project lead changes, the **GRANTEE** will immediately notify **ECHF** and complete an interim grant report that includes an expense and income summary, documentation of all grant related expenses and income to date, and a brief written narrative describing the current status of the project, and how the project will be completed.

## 9. Compliance with Federal, State, and Local Laws

The **GRANTEE** agrees to comply with all federal, state, and local laws, and permit requirements that may be required for the project and any applicable procurement policies.

- The provisions of Office of Management and Budget (OMB) Circular A-102: Grants and Cooperative Agreement with State and Local Governments; A-110: Uniform Administration Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; A-133; Audits of States, Local Governments, and Non-Profit Organizations; A-87; Cost Principles for State, Local, and Indian Tribal Governments; A-21 Cost Principles for Educational Institutions, and A-122 Cost Principles for Non-Profit Organizations (Call (202) 395-6880 or see www.whitehouse.gov/omb/grants/attach.html). The attachments to Circular A-102 were replaced by the grants management common rule, contained in 43CFR 12 for the Department of Interior (see http://training.fws.gov/fedaid/toolkit/43cfr12.pdf)

- All federal laws, including but not limited to those specific to preservation and conservation projects including Section 106 of the Historic Preservation Act, Secretary of Interior Standards, the Native American Graves Protection and Repatriation Act, the National Environmental Policy Act. Recommendations contained in studies, reports, and plans must also comply with these Acts.

- No part of this grant shall be expended (a) to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code, or (b) to influence the outcome of any specific public election or carry on, directly or indirectly, any voter registration drive except as permitted by section 4945(f). No part of this grant shall be used for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code.

## 10. Terms and Conditions

*This agreement will become effective upon the date of the last signature. Project will be completed by January 30, 2016.* Grant records must be maintained by the applicant and available for review for a period of seven years (see clause 6. Record Retention). This Contract may only be modified or amended upon written request of either party and with the concurrence of the other party.

An interim report is due to the **ECHF** no later than July 30, 2015. This report will detail the following.

a. Summary of project development to date, including any significant obstacles and how these are being resolved;
b. Budget report detailing any expenses incurred to date or major changes to originally proposed budget;
c. Changes in status of, or additions to, any matching funds; and
d. Confirmation that the project remains on time and on budget.

Changes in the project that may warrant a change in the agreement, include, but are not limited to, any unforeseen revision of the scope or objectives of the project, any substantial revisions to the project budget, any changes to key personnel, or any extension of the grant period. There is no guarantee that any of these changes will be approved by the **ECHF**.

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted and on schedule, this agreement may be terminated or suspended in accordance with the provisions detailed below:

a. By the awarding agency, the **ECHF**, with the consent of the grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

b. By the awarding agency, the **ECHF**, with or without the consent of the grantee, if the deliverables have not been completed according to the project schedule or by the completion date or, if according to the schedule submitted, it is unlikely that the deliverables will be completed on time, given the target dates missed.

c. By the grantee upon written request to, and agreement of the **ECHF**, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the **ECHF** determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the **ECHF** may terminate the award in its entirety.

**11. Notices**

| All notices to the **ECHF** shall be mailed via the USPS to the following address: | Notices to **GRANTEE** shall be addressed to: |
|---|---|
| Andy Kitzmann<br>Assistant Director<br>Erie Canalway NHC<br>PO Box 219<br>Waterford, NY 12188<br>Andy_kitzmann@partner.nps.gov<br>518-237-7000, ext. 201 | Mayor Margaret Blackman<br>Village of Brockport<br>49 State Street<br>Brockport, NY 14220<br>585-637-5300, ext. 16<br>mblackman@brockportny.org |

**Effective date:**
This contract shall become effective when fully executed and project shall be completed no later than one year from the date of execution.

**Accepted and Approved:**
ECHF

_____
Signature

Bob Radliff
Executive Director

Dated: _____, 20_____

**Accepted and Agreed:**
GRANTEE

_____
Signature

Margaret Blackman
Mayor

Dated: _____, 20_____

# Appendix A
Grant Application and Project Budget

**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 February 2, 2015 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 John D. LaPierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____

CARRIED _/_

RESOLVED, to authorize application for a 2015 Erie Canalway National Heritage Corridor's 2015 Event and Festival Sponsorship Program to help fund "Low Bridge, High Water: A Canal Opening Celebration the week of April 26th to May 3rd. Funding from Erie Canalway National Heritage Corridor in the amount of $500 will be used toward the cost of entertainment, programming, and marketing. No match required.

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 February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this ____ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

**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 February 2, 2015 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 John D. LaPierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____

CARRIED _/_

RESOLVED, to accept and authorize the Mayor to sign the CDBG YR 38 amendatory agreement between Monroe County and the Village of Brockport for the Monroe Avenue Storm Sewer Project.

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 February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this __ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

*Department of* **Planning and Development**
Monroe County, New York

**Maggie Brooks**
*County Executive*

**Judy A. Seil**
*Director*

January 20, 2015

Mr. Harry Donahue
Superintendent of Public Works
Village of Brockport
49 State Street
Brockport, NY 14420

Re: **CDBG YR 38 Amendatory Agreement for Monroe Avenue Storm Sewer Project**

Dear Mr. Donahue: Harry

Enclosed are three copies of the Amendatory Agreement between Monroe County and the Village of Brockport that extends the contract term for the above project until January 31, 2016. Please note that all three copies must be executed. If the Amendatory Agreement meets with Village approval, the Village Board must pass a resolution to authorize the Mayor to sign the agreement **only.** A resolution has already been passed accepting the grant.

Please return the three (3) copies of the Amendatory Agreement after they have been signed and notarized, as well as updated copies of proof of insurance and the Board Resolution to me at the address below (see enclosed insurance requirements).

Thank you for your assistance with this Community Development activity. Should you have any questions regarding this agreement, please contact me at (585) 753-2024 or rmikiciuk@monroecounty.gov.

Sincerely,

Richard T. Mikiciuk
Sr. Rehabilitation Specialist

Enclosures

## Community Development Block Grant (CDBG) Insurance Requirements

1. Provide ACORD Certificate of Insurance Form:
   Certificate Holder Information:
   Monroe County
   39 W. Main St., Room 200
   Rochester, NY 14614
   Attn: Community Development

2. Provide the following insurance coverage:

   A. General Liability Insurance
      1) $1 million per occurrence
      2) $3 million aggregate
      3) Name **Monroe County** as additional insured and:
         a) X appropriate additional insured column.
         b) Description of Operations shall specifically state general liability, auto, or both.
         c) Provide an **additional insured endorsement form** showing same. **NOTE**: If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included.)
      4) If aggregate coverage is less than $3 million:
         a) Excess or umbrella coverage in the amount to provide $3 million total
         b) Excess/umbrella coverage must name **Monroe County** as additional insured and provide additional insured endorsement showing same.

A. Automobile Liability Insurance

   1) $1 million per occurrence for bodily injury and property damage
   2) X appropriate additional insured column.
   3) Description of Operations shall specifically state general liability, auto, or both.
   4) Name **Monroe County** as additional insured and provide an **additional insured endorsement form** showing same. **NOTE**: If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included).

   A. Workers Compensation Insurance (www.wcb.ny.gov) *
      1) C-105.2 (or U-26.3)
      2) SI-12 (or GSI 105.2)
      3) CE-200
      4) Waiver if applicable

   B. Disability Benefits Insurance (www.wcb.ny.gov) *
      1) DB-120.1
      2) DB-155
      3) CE-200
      4) Waiver if applicable

# AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, made this ___ day of _____, 2015, by and between the **COUNTY OF MONROE**, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York 14614 (the "County"), and the **VILLAGE OF BROCKPORT,** a municipal corporation with offices located at **49 State Street, Brockport, NY 14420**, (the "Municipality").

WITNESSETH:

WHEREAS, the County and the Municipality previously entered into an Agreement executed by the County on **March 17, 2014**, whereby the Municipality agreed to provide **for Monroe Avenue Storm Sewer Replacement in the Village of Brockport**, as set forth in Paragraph I of said Agreement; and

WHEREAS, the County and the Municipality wish to amend said Agreement to extend the term of the Agreement; and

WHEREAS, the County Legislature, by **Resolution Number 153,** adopted on **June 11, 2013**, authorized the execution of this Amendatory Agreement with the Municipality,

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. Paragraph II of the Agreement shall be amended to read as follows:

   **"This Agreement shall commence on February 1, 2015 and terminate on January 31, 2016**. The Project shall be completed no later than one year after the execution of this Agreement. The County reserves the right to cancel any payments to be made under this Agreement for any expenses incurred by the Contractor on the Project after **January 31, 2016**."

2. Except as expressly stated herein, all terms and conditions of the aforesaid Agreement between the County and the Contractor shall remain in full force and effect.

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

**MONROE COUNTY**

**By:** _____

**MAGGIE BROOKS**
**COUNTY EXECUTIVE**

**VILLAGE OF BROCKPORT**

**By:** _____

**MARGARET BLACKMAN**
**MAYOR**

State of New York )
) ss:
County of Monroe )

On the ____ day of _____ in the year **2015** before me, the undersigned, a Notary Public in and for said State, personally appeared **MAGGIE BROOKS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York )
) ss:
County of Monroe )

On the ____ day of _____ in the year **2015** before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGARET BLACKMAN,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

**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 February 2, 2015 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 John D. LaPierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____

CARRIED _/_

RESOLVED, to accept the CDBG YR 39 grant and authorize the Mayor to sign agreement between Monroe County and the Village of Brockport for the West Avenue Water Main Replacement Project Phase I.

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 February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this __ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

*Department of* **Planning and Development**

Monroe County, New York

**Maggie Brooks**
*County Executive*

**Judy A. Seil**
*Director*

January 20, 2015

Mr. Harry Donahue, Superintendent of Public Works
Village of Brockport
49 State Street
Brockport, New York 14420

Re: 2014 CDBG YR 39 West Main Water Main Replacement Phase I Project

Dear Mr. Donahue, Harry

Enclosed are three (3) copies of the standard agreement between the County and the Village for the above project which was funded by the 2014 Community Development Block Grant (CDBG) Program in the amount of $34,750.

If the agreement meets with Village approval, please request that the Village Board pass a resolution to accept the CDBG grant and have the Village Mayor sign the agreement. Please have all copies notarized as originals and return to me together with a copy of the Board resolution, Attachment C (Debarment Certificate) naming the Village as the Contractor and the required insurance documents (see enclosed insurance requirements).

I will process the agreement for signature upon receipt and return a fully executed copy for your files.

Please contact me at 753-2024 or rmikiciuk@monroecounty.gov if you have any questions. I look forward to working with you and your staff on the project.

Sincerely,

Richard T. Mikiciuk
Sr. Rehabilitation Specialist

Enclosures

8100 CityPlace • 50 West Main Street • Rochester, New York 14614
(585) 753-2000 • *fax:* (585) 753-2028 • *www.monroecounty.gov*

## Community Development Block Grant (CDBG) Insurance Requirements

1. Provide ACORD Certificate of Insurance Form:
   Certificate Holder Information:
   Monroe County
   39 W. Main St., Room 200
   Rochester, NY 14614
   Attn: Community Development

2. Provide the following insurance coverage:

   A. General Liability Insurance
      1) $1 million per occurrence
      2) $3 million aggregate
      3) Name **Monroe County** as additional insured and:
         a) X appropriate additional insured column.
         b) Description of Operations shall specifically state general liability, auto, or both.
         c) Provide an **additional insured endorsement form** showing same. **NOTE**: If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included.)
      4) If aggregate coverage is less than $3 million:
         a) Excess or umbrella coverage in the amount to provide $3 million total
         b) Excess/umbrella coverage must name **Monroe County** as additional insured and provide additional insured endorsement showing same.

A. Automobile Liability Insurance

   1) $1 million per occurrence for bodily injury and property damage
   2) X appropriate additional insured column.
   3) Description of Operations shall specifically state general liability, auto, or both.
   4) Name **Monroe County** as additional insured and provide an **additional insured endorsement form** showing same. **NOTE**: If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included).

   A. Workers Compensation Insurance (www.wcb.ny.gov) *
      1) C-105.2 (or U-26.3)
      2) SI-12 (or GSI 105.2)
      3) CE-200
      4) Waiver if applicable

   B. Disability Benefits Insurance (www.wcb.ny.gov) *
      1) DB-120.1
      2) DB-155
      3) CE-200
      4) Waiver if applicable

# COMMUNITY DEVELOPMENT
# FORCE ACCOUNT AGREEMENT

**THIS AGREEMENT**, made this _____day of _____, 2015, by and betwee MONROE COUNTY, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York 14614, (hereinafter referred to as "COUNTY") and the **VILLAGE OF BROCKPORT, a municipal corporation with offices at 49 State Street, Brockport, NY 14420**, (hereinafter referred to as the "MUNICIPALITY").

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY has entered into an Agreement with the United States of America, Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program, and

**WHEREAS**, the MUNICIPALITY and the COUNTY desire to enter into an Agreement that provides for the **West Avenue Water Main Replacement Phase I** (hereinafter referred to as the "Project" and described more fully in the Project Proposal attached to and made a part of this Agreement as Attachment A), and

**WHEREAS,** the Monroe County Community Development Administration (hereinafter referred to as "CDA") has approved said Project for implementation, and

**WHEREAS**, the Monroe County Legislature, by **Resolution No. 217 of June 19, 2014**, authorizes the Monroe County Executive, or her designee, to execute contracts necessary to accomplish programs in the towns and villages participating in the Monroe County Consolidated Plan Consortium, and

**WHEREAS**, attached hereto is "Appendix "A", the Standard Clauses for Monroe County Contracts.

**NOW, THEREFORE**, the COUNTY and the MUNICIPALITY do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

## I. SCOPE OF SERVICES

A. The MUNICIPALITY shall provide, or cause to be provided, the following elements necessary to accomplish the Project:

1. Engineering services sufficient to design and inspect all phases of the Project;

2. Design and construction of the Project in accordance with the requirements for architectural specifications for handicapped accessibility stated in the most stringent of the Americans With Disabilities Act of 1990 Guidelines, the Uniform Federal Accessibility Standards, the Federal American National Standards Specifications, and the New York State American Standards Institute Regulations, or such other federal or state standard which provides more stringent standards;

3. Procurement of all materials and equipment necessary for the successful completion of the Project, in an approved manner and in accordance with the federal administrative requirements of 24 CFR Part 85 and any other applicable federal, state, and other regulations, laws and policies; and

4. The personnel, skills, expertise and equipment required to successfully complete the Project.

B. Reporting - The MUNICIPALITY:

1. Shall maintain and submit sufficient documentation, at the direction of CDA, to enable reporting, evaluation, and monitoring of the program to verify that the Project is implemented in accordance with all applicable HUD regulations;

2. Shall submit documentation to the COUNTY that identifies project status and accomplishments and indicates work/services performed. Each request from the MUNICIPALITY for payment under this Agreement will be submitted on a Monroe County Claim Voucher and will be accompanied by the above referenced documentation together with copies of reasonable and verified expenditures that the MUNICIPALITY has incurred for materials, labor and equipment usage for the construction of the Project by the MUNICIPALITY'S labor forces;

3. Shall submit to the COUNTY, upon request, documentation verifying that it has complied with the federal administrative requirements for the procurement of the materials and equipment for the Project as contained in 24 CFR Part 85;

4. Agrees to the monitoring of the program by CDA to verify its reports and to verify that the Project is implemented in accordance with all applicable HUD regulations; and

C. The MUNICIPALITY shall assist CDA in assuring compliance with all county, state and federal requirements. This includes all applicable federal, state and local laws and regulations that pertain to the Project.

## II. TERM OF CONTRACT

This Agreement shall commence on **February 1, 2015 and terminate on January 31, 2016**. The Project shall be completed no later than one year after the execution of this Agreement. The COUNTY reserves the right to cancel any payments to be made under this Agreement for any expenses incurred by the MUNICIPALITY on the Project after **January 31, 2016.**

## III. PAYMENT FOR SERVICES

A. It is agreed that the COUNTY shall expend for this Project, the sum of eligible Project costs, not to exceed the community development grant in the amount of **Thirty Four Thousand Seven Hundred and Fifty Dollars ($34,750)**.

B. Eligible project costs for reimbursement shall consist of reasonable and verified expenditures that the MUNICIPALITY has incurred for materials, labor and equipment usage for the construction of the Project by the MUNICIPALITY'S labor forces. Such costs shall be verified by the COUNTY. Remittance to the MUNICIPALITY shall be in the form of a check or checks to be issued by the COUNTY. The checks shall be made payable to the MUNICIPALITY and shall be issued upon

receipt of a duly executed Monroe County Claim Voucher approved by CDA. Final payment will not be released until the Project has been successfully completed by the MUNICIPALITY and approved by CDA.

C. It is understood that payment shall not be made by the COUNTY for engineering and administrative expenses incurred by the MUNICIPALITY.

D. The MUNICIPALITY agrees to pay all project costs in excess of the community development grant that are necessary for the successful completion of the Project.

## IV. COMPLIANCE WITH GRANT AGREEMENT

The MUNICIPALITY agrees to adhere to all terms and conditions applicable to contractors under the grant agreement between the COUNTY and HUD. The MUNICIPALITY further agrees that all activities performed under this Agreement will be performed consistent with the requirements of the Community Development Block Grant Regulations (24 CFR 570).

## V. ASSET DISPOSITION

In the event that the MUNICIPALITY will purchase assets with a unit acquisition cost of $1,000 or greater (nonexpendable property), in whole or in part, with the funds from this Agreement, the MUNICIPALITY agrees that the use and disposition of the property will be governed by the property management standards of federal regulation 24 CFR Part 85. Generally, such assets shall be returned or other compensation made, to CDA when the property is no longer needed in the project or program for which it was provided.

## VI. DEFAULT AND TERMINATION

A. In accordance with 24 CFR 85.43, the COUNTY may suspend or terminate the work of the MUNICIPALITY in whole or in part under this Agreement whenever the MUNICIPALITY shall default in the performance of this Agreement in accordance with its terms (including in the term "default" any failure by the MUNICIPALITY to make progress in the actual work required with respect to the development of the Project), and shall fail to cure or diligently begin to cure such default within a period of ten (10) days (or such longer time as the COUNTY may allow) after delivery by the COUNTY to the MUNICIPALITY of a notice specifying the default.

B. Termination or suspension shall be effected by a written notice to the MUNICIPALITY and shall be effective immediately. The MUNICIPALITY shall be paid in full for all work performed until the date of termination or suspension provided that the COUNTY may deduct from any funds due to the MUNICIPALITY, any reasonable costs incurred by the COUNTY as a result of the MUNICIPALITY'S default. Default by the MUNICIPALITY may result in the prohibition of the MUNICIPALITY from entering into any future agreements with the COUNTY or from acting as a sub-grantee of the COUNTY for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

## VII. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

A. Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein.

B. In addition to Appendix "A", the following shall apply to the referenced sections as follows:

1. **Section 3. INDEMNIFICATION**: The parties understand and agree that this is solely a Project of the MUNICIPALITY. The COUNTY is involved only to assist the MUNICIPALITY to obtain a grant under the COUNTY'S Community Development Block Grant Program. The COUNTY shall neither control nor supervise any portion of the construction herein, nor be involved in any act relating directly or indirectly to the construction of this Project.

2. **Section 7. FEDERAL SINGLE AUDIT ACT**: Of the amount specified in Section III (A) of this Agreement, namely **Thirty Four Thousand Seven Hundred and Fifty Dollars ($34,750)**, one hundred percent (100%) of such amount is being passed through the COUNTY from the United States Government under the following:

| | |
|---|---|
| Award Name: | Community Development Block Grant |
| Award Number: | **B-14-UC-36-0002** |
| Award Year: | **2014** |
| Name of Federal Agency: | U.S. Department of Housing and Urban Development |
| Catalog of Federal Domestic Assistance (CFDA) Number: | 14.218 |

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

3. **Section 8. RIGHT TO INSPECT**: Designated representatives of the COUNTY shall include, but not be limited to, HUD.

4. **Section 9. JOB OPENINGS**: As a local MUNICIPALITY within the COUNTY, the MUNICIPALITY shall not be required to give notice where the position is subject to a published civil service list.

5. **Section 20. MISCELLANEOUS:**

to follow a. and b. on Appendix A

c. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

d. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States

Congress, the Legislature of the State of New York, or the Legislature of Monroe County. Notwithstanding the above, nothing contained herein shall prohibit the MUNICIPALITY from developing and forwarding to appropriate officials specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this demonstration program.

e. the MUNICIPALITY agrees that no member, officer or employee of the MUNICIPALITY will have any monetary interest in, or derive monetary benefit directly or indirectly from any ensuing contracts or subcontracts, or proceeds thereof, for work funded under this Agreement.

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

This Agreement complies with the requirements for routine Monroe County contracts

_____
Dept. Dir. Initials

**COUNTY OF MONROE**

**BY** _____

**MAGGIE BROOKS**
**COUNTY EXECUTIVE**

**VILLAGE OF BROCKPORT**

**BY** _____

**MARGARET BLACKMAN**
**MAYOR**

State of New York )
) ss:
County of Monroe )

On the ____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared **MAGGIE BROOKS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York )
) ss:
County of Monroe )

On the ____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGARET BLACKMAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that [s]he executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

# ATTACHMENT A
# PROJECT PROPOSAL

Maggie Brooks
*County Executive*

# 2014 Community Development Block Grant Application for Funding
## Due Date: February 14, 2014

**Submit completed application, environmental review and project map (if applicable) no later than February 14, 2014 at 5:00 p.m. to the following:**
**Monroe County Community Development**
**8100 CityPlace • 50 West Main Street**
**Rochester, NY 14614**
**Phone: 753-2011 • Fax: 753-2028**
**Email: cshafer@monroecounty.gov**

Do not use this application for affordable housing developments. To complete this application as a Word document, "click" into the blank spaces or use the tab key to move through the document. The entire application is formatted as a series of tables. See last page for environmental review information

| ***General Information*** | |
|---|---|
| Name of Applicant / Organization | *Village of Brockport Water Dept.* |
| Contact Person (Name & Title) | *Harry Donahue Superintendent of Public Works* |
| Address | *49 State St. Brockport N.Y. 14420* |
| Phone | *585-637-1060* |
| Fax | *585-637-1062* |
| Email | *HDonahue@brockportny.org* |
| ***Project Information*** | |
| Project / Program Name | *West Ave. Water main replacement Phase 1* |
| Project Address | *Bldg # 41 west to Graves St.* |
| Census Block Group(s) [if applicable] | *153.022* |
| Amount of CDBG Funds Requested | $206,216 |

*Brief Summary of Proposed Project. (Please note if project disturbs more than 4,000 square feet of land, involves a building more than 50 years old, and/or encroaches on a wetland, 100-year floodplain or the Erie Canal)*

*Replacing approximately 830' of badly deteriorated and frequently breaking 6" cast iron water main with new cement lined class 51 ductile iron 12" water main and new fire hydrants as well as new main line valves.*

*Issue(s) or condition(s) to be addressed*

*Phase 1 will consist of replacing the badly deteriorated and undersized existing 6" cast iron water main running from building number 41 West Ave. going west to the intersection of Graves St. This existing water main shows on a map dated from 1952. The buildup inside of the main has resulted in very poor flows to the area. Directly connected in the immediate area there is an apartment complex known as Presidents Village which has 32- 1 bdrm. units and 52- 2 bdrm. units in them. Also connected on this main is a senior housing project known as The Landing which has approx. 100 seniors living there. When main breaks occur both complexes are without water for a period of time. Further down the line we have problems with the old Lakeside Hospital complex. U of R has taken over and renamed it Strong West. It is currently just an urgent care center with more to come in the next few years. The complex also houses 3 floors of the Beikirch nursing home care center. Due to our system having reduced flows their fire system is not functioning correctly. With this new main replacement it will result in better domestic and fire flows.*

| | | | |
|---|---|---|---|
| Linear footage for sidewalks, waterlines, sewers, etc. | *830 ft* | | |
| Competitive Public Bid | | Request for Proposals | |
| Municipal Force Account | *X* | Other | |

| *IMPORTANT – New Application Requirement* |
| --- |
| *Environmental reviews in accordance with the State Environmental Quality Review Act (SEQR) and the National Environmental Protection Act (NEPA) are required for CDBG projects. All applicants must complete the attached Environmental Review Checklist and submit it along with any required documentation. Applicants may contact Rochelle Bell, Monroe County Environmental Planner, with questions at 585-753-2034 or via email at: rbell@monroecounty.gov.* |

*The applicant certifies the information contained herein is true, correct and complete to the best of his/her knowledge and belief. The applicant further understands that the application is a request and there is no guarantee, expressed or implied, that funds will be provided to the applicant. All organizations awarded federal funds will be subject to federal and local regulatory compliance.*

Harry G. Donahue — 2-11-14

Signature — Date

| Standards to Determine Compliance with National Objectives |
|---|
| Each Activity must meet one of the three broad national objectives:<br>1. To benefit low to moderate-income persons.<br>2. To aid in the prevention or elimination of slums or blight.<br>3. To meet community development needs having a particular urgency. |
| Please ensure that the proposed project meets at least one of the following eligibility criteria: |
| **Low-Mod area benefit activities.** Monroe County's CDBG funds are intended to be used in the suburban towns and villages that comprise the Community Development Consortium. HUD determines the Upper Quartile ranking of eligible Census Block Groups based on the most recent Census and current consortium membership. CD staff will verify that the project location is in an eligible Low-Mod Area. |
| **Limited clientele activities.** Limited clientele activities benefit low to moderate-income persons without regard to the area being served. At least 51% of the persons participating in the activity must be low to moderate-income and the activity must meet one of the following criteria:<br>- **Presumption of low to moderate-income.** The activity may serve persons that are presumed to be low to moderate-income, such as abused children, battered spouses, elderly persons, disabled persons, homeless persons, illiterate adults, persons living with AIDS, migrant farm workers, etcetera; or,<br>- **Income guidelines.** Activities must have eligibility requirements which limit the activity exclusively to low to moderate-income persons; or,<br>- **Nature and location.** The activity must be of such a nature and in such a location that it may be concluded that the activity's clientele will primarily be low to moderate-income persons, i.e. public housing activities. |
| **Housing activities.** An activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low to moderate-income households. |
| **Job retention activities.** An activity designed to create or retain permanent jobs where at least 51% of which, computed on a full-time equivalent basis, involve the employment of low to moderate-income persons. |
| **Slum and blight.** Activities that aid in the prevention or elimination of slums or blight. This objective is generally not applicable to locations in suburban Monroe County. |
| **Urgent need.** Community development activities having an urgent need. This objective is rarely used and is reserved for alleviating emergency situations, such as natural disasters. |

| Standards to Determine Project Eligibility |
|---|
| 1. Describe the location of your project and how the area will benefit from the project. Include the boundaries, Census Block Group(s) and/or service area.<br><br>The location is West Ave. from building #41 westerly to Graves St. The benefit to the area will result in greater water flows both on the domestic and fire flows. It will also eliminate the times that the system is down during main breaks.<br><br>The census block group number is 153.022 |

2. Describe the population/target group your project will serve and how low to moderate-income persons will benefit.

The project will benefit an 84 unit apartment complex and a 100 unit senior complex both in a low to moderate income area. There is also a 2 story medical complex that houses both Dentist's and Doctor's. It will also have a positive effect on the 13 single and multi family homes in this stretch.

With the installation of the new water main they will now have adequate water supply with no fear of main breaks and having their water turned off from time to time.

3. What evidence do you have that at least 51% of the persons to benefit from the proposed project are considered to be of low to moderate-income (LMI)? Please check the appropriate category below.

☐ Income Survey X Census Data ☐ Limited Clientele ☐ Other (please explain)

4. In the table below, outline the major steps/activities your agency will undertake to complete the project.

| Major Steps / Activities | Number of Clients Served |
|---|---|
| Example: Home buyer counseling session of 1.5 hours | 20 potential home buyers |
| | |
| Engineering, excavating pavement and installing 830 ft. of 12" cement lined ductile iron water main. Repair and restore the pavement area back to original. | 84 Unit apartment complex<br>100 unit senior complex<br>13 single & multi- family homes |

**Standards to Determine Budget Compliance**

Two separate budget forms are provided for your use, a Community Service & Planning Study Budget and a Public Works & Public Facility Improvement Budget. The forms are meant to act as a guide. You may provide your own budget in another format, if available.

Prior to completing the Budget Form, review the following limitations on the use of CDBG funds:

- CDBG funds may not be used for acquisition of property used for primarily religious purposes or to promote religious interests regardless of the use of the property.
- Requests for funds to undertake capital improvements to real property or open space development must include proof of legal ownership or authorization from the owner to perform the improvements.
- Renovation costs may include equipment provided the equipment is fixed and permanent and is not moveable.
- Lease or rental of capital equipment is generally advised because all assets acquired by a third-party contractor with CDBG funds have, upon termination of the contract, to be

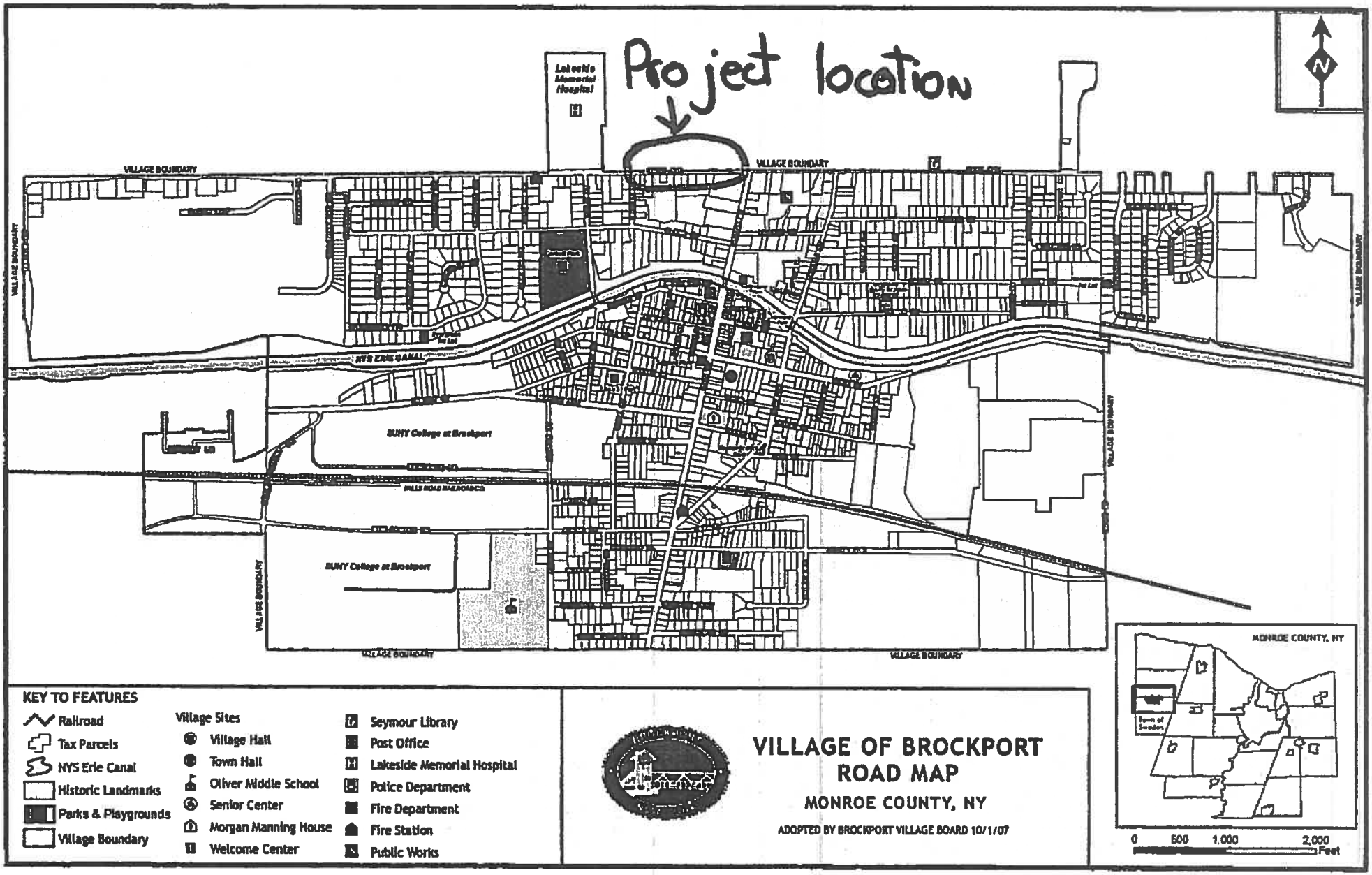
transferred to the County or the contractor must reimburse the CDBG program at the current per unit fair market value less the amount of depreciation previously agreed upon with the County.

- The following costs are not allowed: bad debts; contingencies; contributions and donations; entertainment costs (including meals for social events and awards/graduation banquets); gifts or incentive awards to individuals; fines and penalties resulting from violations of or non-compliance with Federal, State or Local laws; interest on borrowed capital; fundraising; investment management; losses on other awards; and, litigation expenses.

| Community Development Division Contacts | | | | |
|---|---|---|---|---|
| Kathi Gingello | kgingello@ monroecounty.gov | CD Manager | CDBG, HOME & ESG program administration | 753-2005 |
| Rich Mikiciuk | rmikiciuk@ monroecounty.gov | Sr. Rehabilitation Specialist | CDBG public works and facilities projects; Home Improvement Program inspections and administration | 753-2024 |
| Chanh Quach | cquach@ monroecounty.gov | Community Liaison | Affordable Rental Housing and Homeless | 753-2021 |
| Phil Morgan | pmorgan@monroecounty.gov | Assistant Rehabilitation Specialist | Home Improvement Program inspections and administration | 753-2003 |
| Cathy Shafer | cshafer@ monroecounty.gov | Community Development Assistant | administration; Public Services and ESG | 753-2011 |
| Betty Ann Cordero | ecordero@ monroecounty.gov | Community Development Assistant | Home Improvement Program intake; | 753-2033 |

## PUBLIC WORKS & PUBLIC FACILITY IMPROVEMENT BUDGET

| Budget Item | Calculation | CDBG Request |
|---|---|---|
| PERSONNEL | | |
| Salaried Positions – Job Titles | Provide rate of pay (hourly/salary) and percentage of time spent on project (full-time equivalent) or hours per week. | |
| Harry Donahue DPW Supt. | $39.03per hr, 10hrs per wk@8wks | $3,122.40 |
| Dave Moore DPW Foreman | $33.96per hr, 20hrs per wk@8wks | $5,433.60 |
| Salaries Total | | $8,556.00 |
| Fringe Benefits | | $23,121.96 |
| **Total Personnel** | Total of Personnel and Fringe Benefits | $76,893.96 |
| 3 laborers,2 flagmen, 1 equip. operator & 2 truck drivers | Various pay ranging from $20.91 to $25.39 per hr. for 8 weeks | $45,216 based on $23.55 average |
| **DELIVERY COSTS** | Provide a description of how you arrive at the total for each line. | |
| Construction Hard Costs | Purchase of 12" cement lined class 51 water main, hydrants, fittings and appurtenances | $46,361.86 |
| Physical Inspections | | |
| Architectural | | |
| Engineering | Chatfield Engineers | $10,000 |
| Rehab Loan Costs | | |
| Permits and Fees | | |
| Insurance | | |
| Legal Fees | | |
| Financing | | |
| Appraisal Costs | | |
| Other-Equipment | FEMA Equipment Rates 2008 | $72,960.00 |
| Total Delivery Costs | | $129,321.86 |
| CONTRACT SERVICES | | |
| Total Contract Services | | |
| | | |
| TOTAL BUDGET | | $206,215.82 |


Project location
Lakeside Memorial Hospital
VILLAGE BOUNDARY
NYS ERIE CANAL
SUNY College at Brockport
SUNY College at Brockport
KEY TO FEATURES
Railroad
Tax Parcels
NYS Erie Canal
Historic Landmarks
Parks & Playgrounds
Village Boundary
Village Sites
Village Hall
Town Hall
Oliver Middle School
Senior Center
Morgan Manning House
Welcome Center
Seymour Library
Post Office
Lakeside Memorial Hospital
Police Department
Fire Department
Fire Station
Public Works
VILLAGE OF BROCKPORT
ROAD MAP
MONROE COUNTY, NY
ADOPTED BY BROCKPORT VILLAGE BOARD 10/1/07
MONROE COUNTY, NY
0 500 1,000 2,000
Feet

# ATTACHMENT B
# INSURANCE CERTIFICATES

**ATTACHMENT C**
**CERTIFICATION REGARDING**
**DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

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

2. Have not within a three (3) year period preceding this transaction/application/ proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three (3) year period preceding this transaction/application/ proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY**
**AND CONSEQUENCES FOR VIOLATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (http://www2.monroecounty.gov/purch-overview.php);

6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and

7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: _____

_____
[Print Name of Contractor]

By: _____
[Signature]

_____
[Print Name]

_____
[Print Title/Office]

## APPENDIX A

## STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licenser, licensee, lessor, lessee or any other party):

### Section 1. AMENDMENTS

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

### Section 2. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of $1,000,000 per occurrence, and $3,000,000 aggregate coverage; automobile liability insurance in the amount of $1,000,000 with a minimum of $1,000,000 each occurrence, bodily injury, and property damage. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

### Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

## Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

## Section 5. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

## Section 6. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

## Section 7. FEDERAL SINGLE AUDIT ACT

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

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

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

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

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

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

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

**Section 8. RIGHT TO INSPECT**

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

**Section 9. JOB OPENINGS**

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

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

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
Room 204
111 Westfall Road
Rochester, New York 14620
Fax: (585) 753-6096
Telephone: (585) 753-1245

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

**Section 10. NON-DISCRIMINATION**

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

**Section 11. CONTRACTOR QUALIFIED, LICENSED, ETC.**

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

**Section 12. CONFIDENTIAL INFORMATION**

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of

the Confidential Information.

1. **Scope of Use**

   a. Contractor shall not, without prior authorization from the County acquire, use or copy, in whole or in part, any Confidential Information.

   b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.

   c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.

   d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. **Nature of Obligation**

   Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

**Section 13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

**Section 14. LAW**

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

**Section 15. NO-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

**Section 16. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

**Section 17. TITLE TO WORK**

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

**Section 18. WAGE AND HOURS PROVISIONS**

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

**Section 19. STATE FINANCE LAW PROVISIONS**

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

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

**Section 20. MISCELLANEOUS**

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

b. This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

**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 February 2, 2015 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 John D. LaPierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____

CARRIED _/_

RESOLVED, to authorize application due 2/13/15 for a Community Development Block Grant (CDBG) from Monroe County for Phase II of the West Avenue Water main Replacement Project for the replacement of the existing 6" cast iron water main with approximately 1,200 linear feet of new 12" ductile iron water main and appurtenances along West Avenue between Kimberlin Drive and Smith Street.

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 February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this __ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

**DRAFT**

RESOLUTION - VILLAGE OF BROCKPORT

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held in the Village Hall at 49 State Street on February 2, 2015 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee William G. Andrews, Trustee Valerie A. Ciciotti, Trustee John D. La Pierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____
CARRIED _/_

RESOLVED, that in accordance with the New York State Environmental Quality Review (SEQR) procedures, the Village Board of the Village of Brockport has reviewed the significance of and potential environmental impact of the replacement of the existing 6" cast iron water main with approximately 1,200 linear feet of new 12" ductile iron water main and appurtenances along West Avenue between Kimberlin Drive and Smith Street.

RESOLVED, that the Village Board hereby concurs with Chatfield Engineers, P.C. that the Project is considered a Type II Action in accordance with 6NYCRR Part 617.5(c)(2): a replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site

RESOLVED, that the Village Board hereby accepts the Environmental Assessment of this project, prepared by Chatfield Engineers, P.C. The Village Board further declares that, based on the Environmental Assessment, it finds that the project will result in no significant adverse impacts to the environment and requires no further action.

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 as held at the Village Hall on February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this __ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

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

January 16, 2015 CE #95-215

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

RE: Village of Brockport
West Avenue Water Main Replacement Phase II

Dear Margaret and Village Board Members:

We have reviewed the above referenced project with respect to the State Environmental Quality Review (SEQR).

We believe that this action is a Type II Action according to the criteria set forth in 6NYCRR Part 617.5 (c)(2). The project has been classified as Type II because it is considered a replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site. Type II Actions are actions which have been determined not to have a significant effect on the environment and do not require Environmental Impact Statements or any other determination of procedure under the provisions of SEQR.

Type II actions are exempt or excluded actions and are not subject to review. No further action is required for the project in regards to SEQR. Therefore, we conclude that these actions need no further review under the State Environmental Quality Review Act.

It would be advisable for the Board to recognize, in a formal resolution, that the project is considered a Type II Action under SEQR. We have attached a suggested resolution for your use.

Upon your review, should you have any questions please feel free to call.

Sincerely,

Scott D. Mattison

Enc. (by email only)
cc: Leslie Morelli, Village Clerk
Harry Donahue, Superintendent of Public Works

J:\Active\(V)Brockport\95-215 GenEng\West Avenue W.M. Replacement Phase II\Village01-seqr.doc

Suggested Resolution

RESOLVED, that in accordance with the New York State Environmental Quality Review (SEQR) procedures, the Village Board of the Village of Brockport has reviewed the significance of and potential environmental impact of the replacement of the existing 6" cast iron water main with approximately 1,200 linear feet of new 12" ductile iron water main and appurtenances along West Avenue between Kimberlin Drive and Smith Street.

RESOLVED, that the Village Board hearby concurs with Chatfield Engineers, P.C. that the Project is considered a Type II Action in accordance with 6NYCRR Part 617.5 (c)(2); a replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site

RESOLVED, that the Village Board hereby accepts the Environmental Assessment of this project, prepared by Chatfield Engineers, P.C.. The Village Board further declares that, based on the Environmental Assessment, it finds that the projects will result in no significant adverse impacts to the environment and requires no further action.

**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 February 2, 2015 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 John D. LaPierre, Trustee Katherine J. Kristansen

MOVED BY: Trustee _____
SECONDED BY: Trustee _____

CARRIED _/_

RESOLVED, to authorize application due on or about _/_/15 for an LGRMIF Local Government Records Management Improvement Fund grant to conduct a Historical Records project which will include preservation of 2 or 3 historic maps of the Emily L. Knapp Museum and Library of Local History in the amount of $2,200, $575, and $_____.

(As opposed to approval of the ELK Museum Board request for funding via the Shafer Trust.)

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 February 2, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this __ day of _____ 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

# *Emily L. Knapp Museum*
# *49 State Street, Brockport N.Y. 14420*

## Request for Funding

**Project -** Village of Brockport Map restoration

**Background –** Museum volunteers have recently discovered two maps of the Village of Brockport from 1861. They were published by Horace Thayer using the information from surveys conducted by George Stevens. Both maps are in extremely fragile condition. They are unique given that they contain names which associate them with parcels of land in the Village of Brockport at that time. Neither of the maps can be restored individually, rather, it is proposed that they be combined using the best parts of each of them

**Justification –** These two maps are the only maps from this era and contain valuable historical information. Given the fragile condition of these items, it is most likely that any further deterioration will not lend itself to professional restoration. The restoration is proposed to be conducted by Gary Albright. Mr. Albright has provided restoration services to the George Eastman House and comes highly recommended.

**Funding Requested –** The proposed treatment plan which includes a condition report is attached to this request. The cost to complete restoration is $ 2,200. The Board of the Emily L. Knapp Museum has reviewed this request and is in agreement to complete the restoration as proposed.

**ELK Board Approval** Jacqueline Morris

RECEIVED
JAN 14 2015
for next VB mtg.
VILLAGE OF BROCKPORT

CONDITION REPORT AND PROPOSED TREATMENT

Emily L. Knapp Museum
Sue Savard
201 White Road
Brockport, NY 14420

December 17, 2014
JOB #: 14:32.2

Object: wall map (GEN.BPL.0068
Place/Date: New York,1861

Dimensions: 37" x 50"
Process: black printing ink and watercolor washes

Surveyer: Geo. Stevens; Publisher: Horace Thayer
Title: Village of Brockport

Support: wove paper

CONDITION ON RECEIPT

The map is in extremely fragile condition and cannot be handled without causing damage.

The map is adhered overall to cloth with blue cloth tapes sewn down each edge for added support. Across the top and bottom edges are wood sticks which were once used to hang the map. The top stick has been torn free from the map, carrying several small sections of the map with it. The map has been varnished, but the varnish is discolored and dirty.

The paper support is discolored and brittle. There are several water stains, most obvious at the lower right and top left corners. The paper support is badly torn across the top resulting in many loose map sections, especially in the center portion. Quite a few of these sections are missing, mainly those encompassing the northern most portion of Main Street. The paper also has multiple vertical creases, some resulting in tears; and some small areas of skinning. .

RECOMMENDED TREATMENT:

- Document the condition of the object before and after treatment with digital photographs.
- Remove the wood sticks from the top and bottom, and the cloth tapes from the sides.
- Remove the varnish using organic solvents.
- Wash the map in water to reduce paper acidity, general discoloration, and the water stains. During washing the cloth backing will be removed.
- Mend tears and reinforce the map by backing with Japanese paper and wheat starch paste. Edge losses will be filled with the backing paper. For additional strength, a second cloth backing will be adhered with wheat starch paste.
- Fill losses as possible with map pieces taken from a duplicate belonging to the museum. This duplicate is in even more fragile condition than the one being selected for treatment.
- Flatten.
- Reattach the original sticks. If these are warped, it may be necessary to replace them with new materials with similar appearance.

COST: $2200.00

Gary E. Albright
96 West Main Street
Honeoye Falls, NY 14472

approved by

date

# *Emily L. Knapp Museum*
# *49 State Street, Brockport N.Y. 14420*

## Request for Funding

**Project –** Map of Brockport Cemetery 1860/1894 restoration

**Background –** A hand drawn map of the Brockport Cemetery has been located in records recently reviewed by volunteers of the Emily L. Knapp Museum. The map is hand drawn from the map and survey of H. L. Smith from 1860 and George Harmon in 1894. It is discolored and extremely fragile.

**Justification –** This map contains detailed information about the plots in the Village Cemetery from this era. It is extremely fragile and in its current state barely legible. The proposed restoration would clean and wash to map to mitigate the discoloration and enhance legibility. It is also proposed to mend tears and reinforce the map. A condition report and proposed treatment plan has been developed by Gary Albright.

**Funding Requested –** The proposed treatment plan which includes the condition report is attached to this request. The cost to complete restoration is $ 575. The Board of the Emily L. Knapp Museum has reviewed this request and is in agreement to complete the restoration as proposed.

**ELK Board Approval** Jacqueline Morris

RECEIVED
JAN 14 2015
for next VB mtg
VILLAGE OF BROCKPORT

CONDITION REPORT AND PROPOSED TREATMENT

Emily L. Knapp Museum
Sue Savard
201 White Road
Brockport, NY 14420

December 17, 2014
JOB #: 14:32.1

Object: hand drawn map
Place/Date: 1860/1894
Title: Map of the Brockport Cemetery
Copied from the map & survey of H. L. Smith 1860 By Geo. B. Harmon 1894

Dimensions: 26 1/8" x 26"
Process: various writing inks
Support: slightly textured wove paper

CONDITION ON RECEIPT

The map is adhered overall to a piece of cloth, which has been nailed (32 nails) around the edges to a 26 ¼" x 26 1/8" wood panel. The cloth is weak and the nails no longer hold the map securely to the board. The nails have resulted in rust stains and small losses to the edges of the map.

The map is generally discolored and slightly cockled. Some of the inks have faded and are barely readable. In addition to the damage from the nails, there are other small edge losses (especially at the four corners) and a 5" tear across the top left corner. This tear has been partially mended with a small piece (1/2" x 1 ¼") of clear pressure-sensitive tape, which has caused staining to the paper support.

The map is in very fragile condition and cannot be safely handled.

RECOMMENDED TREATMENT:

- Document the condition of the object before and after treatment with digital photographs.
- Surface clean with erasers.
- Remove the map from the wood panel.
- Remove the pressure-sensitive tape using heat and solvents.
- Wash the document in water to reduce acidity and general discoloration. Remove the cloth backing during washing.
- Mend tears and reinforce the map by backing with Japanese paper and wheat starch paste. Edge losses will be filled with the backing paper.
- Flatten.

COST: $575.00

Gary E. Albright
96 West Main Street
Honeoye Falls, NY 14472

approved by

date