LOCAL LAW No. 6 OF 2024

A LOCAL LAW TO AMEND THE OFFCIAL ZONING MAP OF THE VILLAGE OF BROCKPORT VIA THE INCENTIVE ZONING PROVISIONS OF THE VILLAGE OF BROCKPORT CODE TO REZONE THE PROPERTIES WITH TAX ACCOUNT NUMBERS 069.13-1-18 AND 069.13-1-19, COMMONLY KNOWN AS 133 STATE STREET, FROM RESIDENTIAL TO ALLOW LOW-IMPACT BUSINESS USES.

Be it enacted by the Village Board of Trustees of the Village of Brockport, Monroe County, State of New York, as follows:

Section I. Authorization

The adoption of this Local Law is in accordance with Municipal Home Rule Law § 10.

Section II. Title and Purpose

This law shall be known as and may be cited as Local Law No. 6 of 2024 to amend the Official Zoning Map of the Village of Brockport to rezone, pursuant to the Incentive Zoning provisions of the Brockport Village Code, Tax Parcel ID Nos. 069.13-1-18 and 069.13-1-19, commonly known as 133 State Street, from Residential to allow low-impact business uses and to codify the conditions specifying those uses upon said parcels/lands.

Section III. Legislative Finding

The Village Board of the Village of Brockport finds and hereby determines that the subject parcels/lands are in an area characterized by compatible and complementing uses. Furthermore, the Village Board has determined that the parcel it owns (069.13-1-19) is not fit or needed for any municipal purpose and that the parcel owned by the Town of Sweden (069.13-1-18), which has been historically used as a community center, is not suitable for residential use due to its size (approximately 9,000 square feet) and physical configuration. The Village Board further finds that the amenities offered, including the return of the parcels to the public tax rolls and the significant tax revenues the Village will receive annually, along with the divestiture of the unused, unusable, and unneeded Village parcel which will yield a payment to the Village in the sum of 3 percent of the net proceeds of the overall sale, satisfy the Incentive Zoning provisions of the Brockport Village Code. The Village Board further finds that certain conditions specifying the business uses that can be conducted on the parcels are necessary and appropriate.

Section IV. Amendment

A Section 36-8-8 shall be added to the proposed and soon-to-be-adopted Brockport Village Code to read as follows:

36-8-8 Schedule of Lands Subject to Incentive Zoning:

1. The properties bearing Tax Account Nos. 069.13-1-18 and 069.13-1-19, commonly known as 133 State Street, allow low-intensity business usage, personal services business usage, community meeting room usage, and/or professional usage, including usage as a dental practice and/or other potential professional uses such as attorneys, physicians, accountants, engineers, architects, and such other low-intensity business uses as may be granted permission, in accordance with the legislative findings herein, by Resolution of the Village Board of Trustees of the Village of Brockport.

Section V. Validity and Severability

Should any word, section, clause, paragraph, sentence, part, or provision of this local law be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

Section VI. Repeal, Amendment, and Supersession of Other Laws

All other ordinances or local laws of the Village of Brockport which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect during its effective period.

Section VII. Effective Date

This Local Law will take effect upon filing in the office of the New York State Secretary of State.

RESOLUTION NO.:

Re: Adopting Local Law #6 of 2024 Amending the Village of Brockport Official Zoning Map.

WHEREAS the Village of Brockport (hereinafter referred to as Brockport) and the Town of Sweden (hereinafter referred to s Sweden) are joint owners of real properties commonly known as 133 State Street, Brockport, New York, County of Monroe, tax account numbers 069.13-1-18 and 069.13-1-19 (hereinafter referred to as the subject properties), and

WHEREAS a Purchase and Sale Contract with a Counteroffer and a Counteroffer to the Counteroffer is now pending naming Brockport and Sweden as the sellers and Thomas Maxwell Thaney as the buyer (hereinafter referred to as the Contract), and

WHEREAS said Contract being conditioned and contingent upon, among other things, the subject properties being rezoned from its current residential zoning to allow low-impact business uses, and

WHEREAS an application and letter of intent having been received by Brockport to amend the official zoning map of the Village of Brockport pursuant to Chapter 58 of the Brockport Village Code (incentive zoning), and

WHEREAS a SEQRA environmental review has been performed and a determination made that the proposed incentive zoning will not have a significant negative environmental impact, and

WHEREAS Local Law #6 of 2024 having been prepared for consideration to amend the official zoning map of the Village of Brockport via the incentive zoning provisions of the Village of Brockport Code to rezone the subject properties from residential to allow low-impact business uses, and

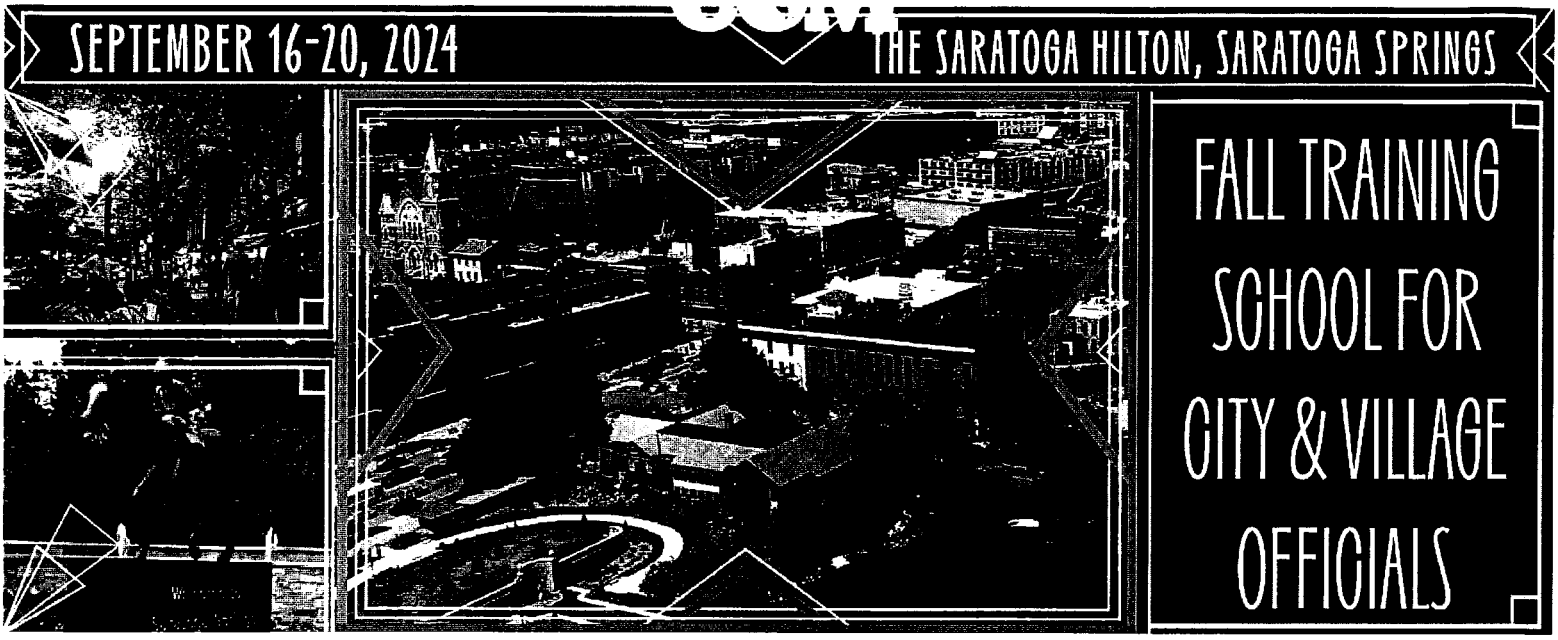
WHEREAS a required duly advertised Public Hearing was held by the Brockport Village Board at the Village Court, 49 State Street, Brockport, New York on July 15, 2024 at which time all persons requesting to be heard were heard relating to this matter, and

WHEREAS the Brockport Village Board having determined it to be in the best interests of Brockport for the incentive zoning application to be approved as well as Local Law #6 of 2024 amending the official zoning map.

NOW THEREFORE AFTER DUE DELIBERATION HAVING BEEN HAD THEREON IT IS RESOLVED:

Section. 1. The application for incentive zoning is approved and granted and the Brockport Village Board does hereby adopt Local Law #6 of 2024 in relationship to same.

Section. 2. The Brockport Village Clerk is authorized and directed to file a complete copy of Local Law #6 of 2024 with the Secretary of State as required by law.



INFORMATION HOTEL

Fall Training School Tentative Agenda

September 16-20, 2024 | The Saratoga Hilton

* Denotes Continuing Legal Education (CLE) Credits

+ Denotes Continuing Professional Education (CPE) Credits

# Denotes Elected Officials Academy CORE Courses

All concurrent sessions qualify as Elected Officials Academy ELECTIVE Courses

Monday, September 16

11:00 a.m.
NYCOM Registration Desk Opens

1:00 p.m.
First-Time Attendee Orientation

2:00 p.m.
CONCURRENT SESSIONS

- Overview of Governmental Accounting +#
- NYSLRS: Reporting Elected and Appointed Officials +

- Understanding Each Officials Roles and Responsibilities: Local Government 101 *+#
- House on Fire: Volunteer Fire Departments and Ambulance Service Hot Topics *+

3:30 p.m.
CONCURRENT SESSIONS

- Understanding Appropriated Fund Balance +
- Accounting for Capital Projects +
- You Belong with Me: Women's Advisory Committee and Peer Mentoring
- The Official Year, Taking office and Filling: Local Government 102 *+

7:00 p.m.
Welcome Dinner

Tuesday, September 17

7:00 a.m.
Breakfast at Your Host Hotel

9:00 a.m.
CONCURRENT SESSIONS

- Your Role in IT Audits +
- Using Financial Reports to Analyze Financial Conditions +
- Clerk's Responsibilities 101 +
- Albany Update +
- Tornado Warning: Steering Clear of Ethical Dilemmas *

10:45 a.m.
CONCURRENT SESSIONS

- Duties and Responsibilities of the Chief Fiscal Officer +
- Fraud Prevention and Detection +
- The Freedom of Information Law: Everything You Need to Know About Processing Requests for Records *
- Labor Relations Update *
- State Funding for Cities and Villages

12:00 noon

- General Lunch
- NYS Association of City & Village Clerks Luncheon and Annual Business Meeting

1:30 p.m.
CONCURRENT SESSIONS

- Finance Officers' Seminar
- The Open Meetings Law: The A to Z of Conducting Meetings *
- The State's Environmental Quality Review Act in a Nutshell *
- Misconduct of Municipal Employees *
- From Policy to Practice: What's Next for Lead Service Line Replacement?

3:15 p.m.
CONCURRENT SESSIONS

- You Need to Calm Down: Adopting Municipal Policies and Procedures +
- OSC Annual Financial Report: Common Errors +
- Enacting Local Laws and Conducting Referenda: A Step-by-Step Guide *
- Practical Uses for AI
- Where Has Everyone Gone: Recruiting and Retaining Staff
- Municipal Employers Liability

Evening
Dining Downtown on Your Own

Wednesday, September 18

7:00 a.m.
Breakfast at Your Host Hotel

8:00 a.m.
Coffee with the NYCOM Staff

9:00 a.m.
CONCURRENT SESSIONS

- Finance Fundamentals +
- Records Management: How to Comply with State Law and Make Your Job Easier
- Professional Development
- Employee Handbooks: Why You Need One! *

- Property Tax Potpourri +

10:45 a.m.
CONCURRENT SESSIONS

- City and Village Audits +
- This is Why We Can't Have Nice Things: Understanding Competitive Bidding and Municipal Procurement *+
- Essentials of Municipal Payroll +
- Professional Development
- Navigating the Civil Service Abyss *
- Government Speech, Political Speech, Religious Entanglements: How to Not Run Afoul of the First Amendment *

12:00 noon
Lunch

1:15 p.m.
CONCURRENT SESSIONS

- Common Pitfalls in Budgeting +
- Establishing and Accounting for Reserves +
- Finally Clean: Municipal Water and Sewer Administration*
- Internal Investigations: How Not to Mess with Internal Investigations *
- Notary Exam

7:00 p.m.
"The Roaring '20s" Theme Party and Dinner

Thursday, September 19

7:00 a.m.
Breakfast at Your Host Hotel

9:00 a.m.
CONCURRENT SESSIONS

- Required Reporting to the Office of the State Comptroller +
- Accounting and Reporting Update +
- The Little Law and Substantial Art of Taking Minutes *

- Debt Issuance *
- Working with Your Town and County

10:45 a.m.
CONCURRENT SESSIONS

- Multi-Year Planning with Tools +
- Investing and Protecting Public Funds +
- Local Registrar and Clerk Responsibilities
- Pro-Housing Communities: What Are They and Why it is Important for Obtaining State Grants
- Drug and Alcohol Testing: What Every Employer Needs to Know About Drug and Alcohol Testing Employees
- Retirement System Update +

12:00 p.m.

- Lunch
- NYS Society of Municipal Finance Officers Luncheon and Annual Business Meeting

1:30 p.m.
CONCURRENT SESSIONS

- Improving the Effectiveness of the Claims Audit Process +
- Ask the Auditors
- Clerks' Seminar
- Flex and Remote Recruitment: The World of Work is Changing: Emerging Work Trends *
- Utility Billing and Franchise Agreements

3:00 p.m.
PLENARY

- It's Boot Camp!

6:00 p.m.
Reception

7:00 p.m.
Annual Banquet and Awards Dinner

Friday, September 20

7:00 a.m. Conference Concludes: Breakfast at Your Host Hotel

Updated 7/8/24

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VILLAGE OF BROCKPORT FEE SCHEDULE
APPROVED - 7/15/2024

Administrative/Clerk Fees

Copies		$ 0.25	per page
Fairs/Festivals - Use of Village Services, Employees, Equipment		Actual Cost	
Fireworks Permit Application		No Charge	
Parade / Procession Permit Application		No Charge	
Peddling & Soliciting Permit (Village Board approval required)			
A food truck vendor who operates in the Village and Town may pay 1/2 the vending fee upon submission of permit form the town of Sweden	1 to 7 days	$ 100.00	
	6 months or less	$ 250.00	
	1 year	$ 500.00	
Returned Check Charge		$ 20.00	
Tax Search		$ 30.00	
Waste Hauler Permit - weekly service, annual fee		$ 2,000.00	
Welcome Center - Boat Docking		$ 20.00	per night
Welcome Center - Tent Camping Key fee		$ 5.00	

Department of Public Works

Appliance with Freon Disposal		$ 40.00	Pay at Village Hall
Curb Cut / Asphalt Apron Installation		Actual Cost	plus 10% admin fee
Garbage and Trash Pickup	(3 hour minimum)	Actual Cost	plus $50 admin fee
Garbage Cans left at curb		$ 25.00	per can
Lawn Mowing	(3 hour minimum)	Actual Cost	plus $50 admin fee
Sewer Camera Request		$75.00 day hours	$ 250.00 after hours

Terms All bills and charges are payable net cash within thirty (30) days. A delinquent charge of 10% will be added for non-payment by the due date. Failure to pay may result in the re-levy of said charges plus delinquent charges on your next Village Tax Bill.

Police Department Fees

Copy of Police Report	No Charge	
Fingerprinting - (non-resident/merchant)	$ 45.00	Pay at Village Hall

Parking

Illegally Parked	$ 50.00	
Winter Parking Ordinance	$ 50.00	
Fire Lane / Hydrant	$ 50.00	
Handicapped Parking	$ 75.00	**

** Applicable NYS surcharges may be applied by the adjudicating agency

Terms Fines double if unpaid after 10 days
Fines quadruple if unpaid after 30 days

Planning Board

Change of Use - Commercial / Industrial / Residential	$	250.00	
Changes/Alteration of previous approved plans	$	100.00	
Communications Systems - Additions or changes	$	1,500.00	
Communications Systems - New construction	$	2,500.00	
Extension of previous approvals	$	50.00	
Fence - Commercial/Industrial and dumpster enclosure	$	100.00	
Fence - Residential front yard	$	50.00	
Parking Lot - Commercial / Industrial / Residential	$	200.00	
Site Plan - New Construction - 5 acres or less	$	300.00	
Site Plan - New Construction - 5 acres or more	$	600.00	
Site Plan - Other	$	250.00	
Subdivisions - Residential - 5 acres or less	$	200.00	plus $50 per lot
Subdivisions - Residential - 5 acres or more	$	600.00	plus $50 per lot
Subdivisions - Re-subdivide	$	200.00	plus $50 per lot
Special Meeting at request of applicant	$	50.00	plus base fee
Public Hearing	$	100.00	plus base fee

Note: Plus fees for stormwater pollution prevention plan review, if applicable

Note: Plus all incurred costs (ie: publication, legal, postage, etc)

Zoning Board of Appeals

Area Variance	$	200.00
Home Occupations	$	150.00
Incentive Zoning Application	$	1,500.00
Interpretation Request	$	150.00
Other: Special Permit/Authorization required	$	175.00
Rezoning Application	$	500.00
Use Variance	$	300.00
Zoning Compliance Letter	$	30.00
Zoning Map - Color	$	5.00

Note: Plus fees for stormwater pollution prevention plan review, if applicable

Note: Plus all incurred costs (ie: publication, engineering, legal, postage, etc)

Terms Engineering Inspections and Stormwater Inspections

Engineering costs charged to the Village for site inspections or stormwater inspections shall be the responsibility of the applicant/developer. Village engineering inspections are based on time spent and will either be invoiced or utilized from the letter of credit. Village stormwater inspection fee is $50 per inspection and will either be invoiced or utilized from the letter of credit.

Residential Accessory Structures, Demolition and Misc (Includes Certificate of Compliance Inspection)

Chicken Permit - valid 3 years	$	15.00	
Decks	$	65.00	
Demolition - Accessory Structure (except sheds)	$	100.00	
Demolition - Residential Dwelling	$	250.00	
Driveway Expansion	$	100.00	plus all DPW costs
Dumpster Permit	$	30.00	
Gas Appliance ex: gas, solid fuel fireplace	$	65.00	
Pool - Above ground	$	65.00	
Pool - In ground	$	65.00	
Roof - Contractor Installed	$	65.00	
Roof - Homeowner Installed		No Charge	
Sheds over 144 square feet	$	65.00	
Sign -for approved customary home occupations	$	30.00	per sign
Solar Electric System	$	65.00	
Standby Generator	$	65.00	
Trailer - Temporary Construction	$	65.00	
Renewal - of any permit	75% of original fee		

Residential Permits

Additions and Alterations Permit	$	100.00	or 20¢ per sq/ft whichever is greater

Commercial Permits

Additions and Alterations	$	250.00	or 20¢ per sq/ft whichever is greater
Blasting Permit	$	500.00	
Commercial Solar Electric System*	$	500.00	plus .50¢ per KW
Demolition - Commercial Structures	$	500.00	
Demolition - Industrial Structures	$	1,000.00	
Electric Vehicle Charging Station	$	65.00	per port
Roof	$	100.00	
Sign - Commercial	$	10.00	per square foot
Renewal - of any permit	75% of original fee		

* Installer to document assurance against abandonment with bond, letter of credit or annual licensing fee

FEES ASSOCIATED WITH NEW BUILDS

Residential New Build

New Home Construction	$	250.00	plus 20¢ per sq ft
Truss Identification Placard	$	25.00	
Certificate of Occupancy	$	100.00	
Parks fee per dwelling unit	$	350.00	
Plus Accessory permit fee, if any			

Commercial and Industrial New Build

New Commercial/Industrial Construction	$	250.00	plus 20¢ per sq ft
Certificate of Occupancy	$	100.00	
Plus Accessory permit fee, if any			

Plumbing and Sewer Fees

Plumbing Permit	$	40.00	plus $10 per fixture
Sewer Tap Inspection (Monroe County Pure Waters	$	250.00	
Plus: if Village Installed		Cost	plus 10% admin fee
Plus: if Contractor Installed	$	125.00	

Service Connections

The Commissioners will install the service pipe and appurtenances on public streets from the water main to and including the curb box and shutoff. Easements acceptable to the Commissioners must be furnished to them for service installation if private property is involved. Water meters will be furnished and connected by the Commissions and will remain the property of the Commissioners

Where a tap already exists, or is being installed under a Main Extension

3/4" and 1" with 5/8" or 3/4" meter and under	$	375.00
3/4" and 1" with 1" meter	$	425.00
1 1/2" meter and above	actual cost plus 10% admin fee	

Where no tap exists, fees charged upon application for water service tap

3/4" and 1" with 5/8" or 3/4" meter and under	$	1,000.00
3/4" and 1" with 1" meter	$	1,880.00
1 1/2" meter and above	actual cost plus 10% admin fee	

Terms Additional parts required to effect installation will be the responsibility of the property owner.

Residential Rental Registration

*Initial Residential Rental Registration	$	500.00	per building
Annual Renewal Residential Rental Registration	$	125.00	per building
Payment August 1st - September 1st	$	100.00	per building
Payment AFTER September 15th	$	200.00	per building

After November 1st - Certificate of Occupancy will be revoked and a "DO NOT OCCUPY" will be posted on the structure.

Vacant residential structures are required to be registered as rentals pursuant to Village Code 18.13

*Initial Residential Rental Registration fee applies to buildings that were previously not used as rentals, and to any rental that has an expired rental registration or certificate of occupancy of 45 days or longer.

*** Refer to Village of Brockport Code for definition of "rental" ****

More than 12 units per facility are exempt from registration fee, but must submit registration.

Rental Property - Certificate of Occupancy / Operational Application Fees

Single Family Rental - Code 210		$	300.00	
Two Family Rental - Code 220		$	500.00	
Three Family Rental - Code 230		$	700.00	
Inn / Rooming House - Code 418		$	700.00	
Apartments/Townhouse - Code 411	More than 12 units exempt	$	700.00	or $50 a unit whichever is greater
Penalty for unpaid or lapsed CO's beyond 60 days		$	250.00	
Re-inspection fee		$	100.00	

Operational Fire-Safety Permits & Inspection Application Fee

Educational - Annual	$	200.00	
Assembly - 50 or more occupants - Annual	$	200.00	
Manufacturing - Annual	$	200.00	
Repair / Service Garages - 3-year intervals	$	200.00	
Mercantile - 3 year intervals	$	200.00	
Business - 49 or fewer occupants - 3 year intervals	$	200.00	
Penalty for unpaid or lapsed CO's beyond 60 days	$	250.00	
Re-inspection fee	$	100.00	

Terms:

Rental Certificate of Occupancy Fee is Reduced by 50% if paid within 30 days.

Operational Fire-Safety Certificate of Occupancy Fee is Reduced by 50% if paid within 30 days.

Beginning January 1, 2024, all smoke/carbon detectors MUST be hard wired or of the 10-year variety.

Property owners will be charged a re-inspection fee for each inspection following the 1st non-compliant re-inspection.

Rates for the sale of water to all customers of the Board of Water Commissioners

Monthly Metered Service

Inside Village Boundary	$	5.51	per 1,000 gallons
Minimum Billing	$	21.70	per month
Outside Village Boundary	$	7.15	per 1,000 gallons
Minimum Billing	$	27.52	per month

Quarterly Metered Service

Inside Village Boundary	$	5.51	per 1,000 gallons
Minimum Billing	$	21.70	per quarter
Outside Village Boundary	$	7.15	per 1,000 gallons
Minimum Billing		$27.52	per quarter

Un-Metered Water $7.15 per 1,000 gallons

Technology Fee $ 1.00 per billing cycle

Sewer Rental Rates

Inside Village Boundary	$	1.20	per 1,000 gallons
Outside Village Boundary	$	1.75	per 1,000 gallons

Frozen Meter Fee $ 500.00 plus equipment and labor

Terms All bills and charges of the Water Commissioners are payable by the last working day of the month. A delinquent charge of 10% will be added to the bill for non-payment by due date.

Suspend Service / Restore Service Fee $ 100.00

Any water service which carries an unpaid balance for two billing quarters, or more, is subject to discontinue of service and a fee of $100.00 will be collected prior to restoration of the service.

Unauthorized Use $ 500.00

Any use or attachment to an unprotected, unmetered fire hydrant for other than fire-fighting purposes is subject to an Unauthorized Hydrant Use fee of $500.00

HALEY ALDRICH

H & A OF NEW YORK ENGINEERING
AND GEOLOGY LLP
200 Town Centre Drive
Suite 2
Rochester, NY 14623
585.359.9000

21 June 2024
File No. 135318-004

Village of Brockport
38 East Avenue
Brockport, New York 14420

Attention: Dan Verace
Superintendent of Public Works

Subject: Consulting Services
Site Inspection, Periodic Environmental Sampling and Reporting
Former Village of Brockport Landfill
NYSDEC Site No. 828028

Mr. Verace:

Haley & Aldrich of New York (Haley & Aldrich) is pleased to submit this proposal for consulting services in connection with the subject project.

We understand that the Village of Brockport is required to prepare a Periodic Review Report (PRR) which includes: a periodic inspection of the cover system installed at the Former Village of Brockport Landfill (Site), the measurement of water level elevations and the sampling and analysis of surface water and select groundwater monitoring wells in accordance with the DRAFT Site Management Plan (SMP) Brockport Landfill NYSDEC Site No. 828038 (Leader Environmental, March 2024) recently submitted to the New York State Department of Environmental Conservation (NYSDEC).

To assist the Village with this project, we propose to undertake the following tasks:

1. Notify the NYSDEC Project Manager, Adam Morgan at least 7 days prior to initiation of the planned field activities in accordance with Section 1.3 of the SMP.

2. Mobilize to the Site to conduct an inspection of the landfill cover conditions and access each monitoring well location listed in Table 3 of the SMP (Leader, 2024) including: GW-1S (Upgradient), GW-2S, GW-3S, GW-3R, GW-4R, GW-5S, GW-5R, GW-6S, GW-6R, GW-7S, GW-7R, GW-9R). (Note: S = Shallow; R = Bedrock) and collect representative groundwater samples using approved sampling methods and one (1) surface water grab sample (SW-1).

3. Place the samples and the associated QA/QC samples in secure laboratory-provided sample containers and submit to a New York State Department of Health (NYSDOH) certified environmental laboratory under a Chain of Custody (COC) for analysis in accordance with Table 3 of the SMP (Leader, 2024).

4. Upon receipt of the laboratory analysis, prepare Data Usability Summary Reports and upload the validated laboratory results to the NYSDEC Environmental Site Database.

5. Prepare a Periodic Review Report (PRR) summarizing the Site inspection and sampling activities and the evaluation of the laboratory analysis results in accordance with Section 7.0 of the SMP (Leader, 2024).

Assumptions:

- Laboratory Services will be contracted directly by the Village. (NOTE: the cost for the required laboratory analyses is excluded from the proposed scope of our services).
    - Sample analysis will be reported within the laboratory's standard turnaround time in NYSDEC's Analytical Services Protocol (AP) Category B format and an electronic data deliverable (EDD) compatible with the NYSDEC EQuIS database.
- All sample locations will be accessible on or after 15 July 2024.
- Haley & Aldrich will containerize purge water from the sampling activities and stage onsite for disposal by the Village in accordance with state and local regulations.
- Costs for disposal of the purge water are not included in this proposal.

Schedule:

We are prepared to initiate the proposed scope of work on or after 15 July 2024. We anticipate that the site inspection and sampling activities will be completed within 5 business days and receipt of the laboratory reports within 30 calendar days. We will prepare a DRAFT PRR for your review within 60 days of the receipt of the final laboratory report and submit the final PRR to the Department after addressing any comments of questions from your review.

Services will be provided in accordance with our "Standard Terms and Conditions, 2020" and "Standard Fee Schedule," dated January 2022, designated 22-RS2, which are integral to this proposal.

For your present budget purposes, we estimate the total cost of services under task items No. 1 through 6 to be approximately $27,000. We shall not render services in excess of the stated budgetary amount without additional authorization.

This proposal is valid for a period of 60 days from the date of this letter. If acceptance and authorization to proceed are not received within that period, we reserve the right to renegotiate the estimated costs, schedule for completion, and scope of services.

If the above arrangements are satisfactory to you, please issue a purchase order in the amount of $27,000 and return to our attention at dconley@haleyaldrich.com or smckenna@haleyaldrich.com.

We appreciate the opportunity to submit this proposal and look forward to our association with you on this project. Please contact the undersigned at 585.321.4245 if you wish to discuss the proposed scope of work or any aspect of the project.

Sincerely yours,
HALEY & ALDRICH OF NEW YORK

Denis M. Conley
Senior Technical Expert

Santa E. McKenna, P.G.
Assistant Project Manager

Attachments:
Standard Terms and Conditions, 2020
Standard Fee Schedule, 2022 RS-2

https://haleyaldrich-my.sharepoint.com/personal/dconley_haleyaldrich_com/Documents/Desktop/135318-004_Village of Brockport Proposal-06212024 Services _F.docx

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

Classification	***Hourly Rate***
Project Support	*$111*
Technician	*$111*
Project Technician	*$123*
Senior Technician	*$134*
Project Controls	*$135*
Staff Professional 1	*$146*
Staff Professional 2	*$162*
Project Professional	*$180*
Technical Specialist	*$189*
Project Manager / Senior Technical Specialist	*$207*
Senior Project Manager / Technical Expert	*$247*
Program Manager / Senior Technical Expert	*$316*
Principal	*$394*

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.

3. Second and Third Shift, Weekend, and Holiday hours will be billed at $40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.

4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.

5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.

6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.

7. Subcontractors will be billed at our cost plus fifteen (15) percent.

8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

HALEY ALDRICH

EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	***Daily***	***Weekly***	***Monthly***
Drager/Rae Sampling Kit (tubes not included)	*$10*	*$40*	*$120*
Dust Monitor	*$100*	*$400*	*$1,200*
Four-Gas Meter	*$43*	*$172*	*$516*
Photoionization Detector - 10.6 or 11.7 eV	*$70*	*$280*	*$840*
FIELD TESTING	***Daily***	***Weekly***	***Monthly***
Double Ring Infiltrometer	*$250*	---	---
Field Supplies	*$28*	*$112*	*$448*
Guelph Permeameter	*$150*	---	---
Inclinometer Readings	*$250*	---	---
Sand Cone Field Density Kit	*$75*	*$300*	*$900*
pH Meter	*$15*	*$60*	*$180*
Pile Load Testing (per test)	*$1,500*	---	---
Plate Load Tester (per day)	*$50*	---	---
Pit Box Test (per day)	*$400*	---	---
Slug Test Kit (per day)	*$350*	---	---
Wood Load Testing (per test)	*$250*	---	---
SAMPLING EQUIPMENT	***Daily***	***Weekly***	***Monthly***
Groundwater Sampling Bundle with Bladder Pump	*$315*	*$1,000*	*$3,000*
Groundwater Sampling Bundle with Peristaltic Pump	*$250*	*$750*	*$2,100*
Groundwater Sampling Bundle with Grundfos Pump	*$350*	*$1,100*	*$3,100*
Rotohammer Drill	*$100*	*$400*	---
Soil Sampling or Tank Pull Equipment Bundle	*$150*	*$350*	*$1,050*
Soil Vapor Sampling Bundle	*$400*	*$1,400*	*$2,600*
Turbidity Meter	*$20*	*$80*	*$240*
YSI Meter with Flow Cell	*$100*	*$400*	*$1,200*
WATER LEVEL METERS AND INTERFACE PROBES	***Daily***	***Weekly***	***Monthly***
Barologger	*$10*	*$40*	*$120*
Levelogger	*$25*	*$100*	*$300*
Oil/Water Interface Probe	*$50*	*$200*	*$600*
Water Level Indicator	*$20*	*$80*	*$240*
GEOTECHNICAL INSTRUMENTATION	***Daily***	***Weekly***	***Monthly***
Cone Penetrometer	*$15*	*$60*	*$180*
Dynamic Cone Penetrometer	*$150*	---	---
Electronic Readout Box	*$25*	*$100*	*$300*
In-Place Inclinometer Rental	---	---	*$1,250*
Nuclear Density Gauge	*$100*	*$300*	*$900*
Power System - Battery	*$5*	*$20*	*$60*
Power System - Solar	*$15*	*$60*	*$180*
Seismograph - Manual	*$65*	*$260*	*$780*
Seismograph - Remote Units	*$90*	*$360*	*$1080*
Vibration and Sound Monitoring Station	*$100*	*$400*	*$1200*

EQUIPMENT RATE SCHEDULE (continued)

MISCELLANEOUS	*Daily*	*Weekly*	*Monthly*
Camera - Digital	*$10*		
Decontamination Kit (each)	*$45*	---	---
Drone	*$250*	*$1,000*	---
Field Truck (including fuel)	*$85*	*$340*	*$1,020*
Generator	*$35*	*$140*	*$420*
GeoTech Sample Jars 16 oz. (per box)	*$10*	---	---
GPS Unit	*$150*	*$600*	*$1,800*
Harness with Restraint Lanyard	*$30*	*$120*	*$360*
Motorola CP200d Radio (pair)	---	*$35*	*$140*
Personal Protective Equipment - Level C (per person)	*$45*	---	---
Personal Protective Equipment - Level D (per person)	*$25*	---	---
R/V Catalyst - 26 Ft Sampling Vessel	*$600*	---	---
Research Nets	*$60*	---	---
Sampling Tubing (roll)	*$20*	---	---
Saximeter II	*$35*	*$140*	*$420*
Sound Level Meter	*$40*	*$160*	*$480*
Tool Trailer	*$300*	---	---

1. INTRODUCTION. These Standard Terms and Conditions, together with the accompanying proposal and any attachments thereto ("Proposal"), constitute the Agreement between Haley & Aldrich, Inc., including its affiliates and subsidiaries ("Haley & Aldrich"), and the entity or person to whom the proposal is addressed ("Client") for the project at the project site ("Site") as may be referenced in the Proposal. Both parties agree that no third-party beneficiaries are intended by this Agreement, which is defined to include these Terms and Conditions and Haley & Aldrich's Proposal.

2. HEADINGS. The headings used in these terms and conditions are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions set forth herein.

3. PERFORMANCE OF SERVICES. Client agrees that Haley & Aldrich has been engaged to provide professional services only, and that Haley & Aldrich does not owe a fiduciary responsibility to Client. Haley & Aldrich's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). No warranty, expressed or implied, is included or intended by this Agreement.

4. CLIENT RESPONSIBILITIES. Except as otherwise agreed, Client will secure the approvals, Site access, permits, licenses, and consents necessary for performance of Haley & Aldrich's services under this Agreement. Client shall provide Haley & Aldrich with a plan delineating the boundaries of the Site and all documents, reports, surveys, plans, drawings, information concerning known or suspected Site conditions, above and below ground, information related to hazardous materials or other environmental or geotechnical conditions at the Site, utility information and other information that is reasonably foreseeable to be pertinent to Haley & Aldrich's services under this Agreement. If Client is not the owner of the Site, Client will make all reasonable attempts to obtain these same documents and provide them to Haley & Aldrich. Unless otherwise agreed to in writing by Haley & Aldrich, Haley & Aldrich shall be entitled to rely on documents and information Client provides.

5. PAYMENT. Invoices will generally be submitted monthly. Payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. In the event Haley & Aldrich must engage counsel to enforce overdue payments, Client will reimburse Haley & Aldrich for all attorney's fees and court costs.

6. INSURANCE. Haley & Aldrich will maintain: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death and property damage; automobile liability insurance with a combined single limit of $1,000,000 per occurrence; professional liability insurance in the amount of $1,000,000 per claim and in the aggregate; and contractor's pollution liability insurance in the amount of $1,000,000 per occurrence and in the aggregate.

7. OWNERSHIP OF DOCUMENTS AND AUTHORIZED USE. All documents and all processes created, prepared, or furnished under this Agreement by Haley & Aldrich are its instruments of service and all ownership and copyright rights of the same shall remain with Haley & Aldrich. Haley & Aldrich's instruments of service are prepared solely for Client and made available to Client only for the purpose set forth in the Proposal. Client may make and retain copies of Haley & Aldrich's instruments of service, opinions, or reports or otherwise related documents ("Instruments of Services") for the project at the Site. Any (1) reuse or modification of Haley & Aldrich's Instruments of Services without written verification or adaption by Haley & Aldrich for the specific purpose intended and/or (2) unauthorized use of, or reliance upon, Haley & Aldrich's Instruments of Services by any other party, or for any other project or purpose, except and unless Haley & Aldrich provides prior written authorization, shall be at Client's and/or any third party's sole risk and without any liability or legal exposure to Haley & Aldrich. Client shall indemnify, defend, and hold harmless Haley & Aldrich from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Client agrees that any such verification or adaptation of Haley & Aldrich's documents and processes shall entitle Haley & Aldrich to just and proper compensation.

8. CONFIDENTIALITY. Haley & Aldrich will hold confidential all business and technical information obtained or generated in performing of services under this Agreement. Haley & Aldrich will not disclose such information without Client's consent except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order, statute, law, or governmental directive; and/or (4) protection of Haley & Aldrich against claims or liabilities arising from the performance of services under this Agreement. Haley & Aldrich's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. SUSPENSION OF WORK AND TERMINATION. Client may, at any time, suspend further work by Haley & Aldrich or terminate this Agreement. Suspension or termination shall be by written notice effective three (3) business days after receipt by Haley & Aldrich. Client agrees to compensate Haley & Aldrich for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants, and vendors. Client acknowledges that its failure to pay all invoices on time and in full, including accrued interest, may result in a suspension of services by Haley & Aldrich. In the event of a suspension of services due to Client's failure to pay all invoices on time and in full, Haley & Aldrich shall have no liability to Client for delay or damage to Client or others because of such suspension of services.

10. FORCE MAJEURE. Except for Client's obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated Site or subsurface conditions, pandemics, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.

11. SUBSURFACE RISKS. Client shall disclose to Haley & Aldrich any known or suspected subsurface conditions, below ground structures, and information related to hazardous materials or other environmental or geotechnical conditions at the Site. Client recognizes that inherent risks occur in the exploration and evaluation of subsurface conditions. Even with the information the Client provides to Haley & Aldrich and a comprehensive sampling, testing and exploration program performed in accordance with the Standard of Care, certain underlying conditions and/or structures may not be identified, and Client agrees to accept this level of risk. Client agrees to indemnify and hold Haley & Aldrich, and each of their subcontractors, consultants, officers, directors, and employees (Haley & Aldrich) harmless against any and all claims, losses, liabilities or damages, direct or consequential, related to interference with subterranean structures, or other such subsurface conditions, substances, or features that are not called to Haley & Aldrich's attention in writing, shown on documents provided by Client, or could not be reasonably detected by exercising the Standard of Care.

12. HAZARDS AND HAZARDOUS MATERIALS.

12.1 Disclosure of Hazards (Right to Know). Haley & Aldrich will take reasonable precautions for the health and safety of Haley & Aldrich's employees while at the Site. Client will obtain from Site owner, and others as applicable, and furnish to Haley & Aldrich, prior to Haley & Aldrich beginning services under this Agreement, all available information concerning Site conditions, including, but not limited to: subsurface conditions, oil, hazardous material, toxic mold and biological conditions, radioactive or asbestos material in, on or near the Site. If such a material or condition is discovered that had not been disclosed to Haley & Aldrich, then, upon notification, Client and Haley & Aldrich shall seek an equitable adjustment to be made to this Agreement. By authorizing Haley & Aldrich to proceed with the services, Client confirms that Haley & Aldrich has not created nor contributed to the presence of any hazardous substances at or near the Site. Client agrees to assume all liability and shall indemnify, defend and hold Haley & Aldrich harmless from any claims, losses, liabilities or damages arising out of (1) personal injury or death resulting from such hazardous material or condition and/or (2) a release of hazardous substances except to the extent the release was caused by Haley & Aldrich's gross negligence or willful misconduct in the performance of the services.

12.2 Hazardous Materials. Before any hazardous or contaminated materials are removed from the Site, Client shall sign manifests naming Client as the Generator of the waste (or, if Client is not the Generator, Client will arrange for the Generator to sign the manifest). Client shall select the treatment or disposal facility to which any waste is taken. Haley & Aldrich shall not be the Generator, Owner, Arranger, Operator, nor will it possess, take title to, or assume any legal liability for any hazardous or contaminated materials at or removed from the Site. Haley & Aldrich shall not have responsibility for or control of the Site or of operations or activities at the Site other than its own. Haley & Aldrich shall not undertake, arrange for or control the handling, treatment, storage, disposal, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than laboratory samples it collects or tests (which shall be returned to Client for disposal). Client agrees to defend, indemnify and hold harmless Haley & Aldrich for any costs or liability incurred by Haley & Aldrich in defense of or in payment for any legal actions in which it is alleged that Haley & Aldrich is the Owner, Operator, Generator, Arranger, Treater, Storer or Disposer of hazardous waste. Capitalized terms used herein shall have the meanings assigned to them in RCRA and CERCLA.

13. DIFFERING SITE CONDITIONS. If, during the course of performance of this Agreement, conditions or circumstances are discovered, which were not contemplated or anticipated by Haley & Aldrich, or otherwise provided to Haley & Aldrich by the Client, at the commencement of this Agreement or which differ materially from those indicated in Haley & Aldrich's Proposal, Haley & Aldrich may notify Client in writing of the newly discovered conditions or circumstances, and Client and

Haley & Aldrich shall renegotiate, in good faith, the scope of work and terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Haley & Aldrich may terminate this Agreement.

14. SAMPLES. Samples of soil, rock, water, waste, or other materials collected from the Site may be disposed of sixty (60) days from sampling date unless Client advises otherwise in writing or unless applicable law requires their retention. Haley & Aldrich will dispose of such samples with a qualified waste disposal contractor. Client shall pay all costs associated with the storage, transport, and disposal of samples, and agrees to indemnify, defend and hold Haley & Aldrich harmless for any liability arising therefrom. If samples must be stored by Haley & Aldrich for longer than sixty (60) days from sampling date, Client shall pay all associated storage costs. Client recognizes and agrees that Haley & Aldrich is a bailee and assumes neither title to said waste or samples nor any responsibility as generator of said waste or samples.

15. ENGINEERING/CONSULTING SERVICES DURING CONSTRUCTION. Haley & Aldrich shall not, during construction Site visits, shop drawing review, or as a result of observations of construction work, supervise, direct, or have control over any contractors' means, methods, work sequences or procedures of construction selected by contractors. Haley & Aldrich shall not be liable for any of contractors' work, safety precautions or programs incident to contractors' work. Haley & Aldrich shall not have any liability whatsoever for any failure of contractors to comply with any laws, rules, regulations, ordinances, codes or orders. Haley & Aldrich neither guarantees nor warrants the performance of any contractors' work and does not assume responsibility for any contractors' failure to furnish any labor, materials, equipment or related work in accordance with any agreement or contract documents.

16. ADDITIONAL SERVICES. Haley & Aldrich's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to additional services requested or authorized by Client. Such additional services shall include, but not be limited to, additions in the manner or method of Haley & Aldrich's performance of Services or due to changes in schedule or circumstances not solely caused by or under the control of Haley & Aldrich. These additional services shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.

17. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages arising out of or related to the services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.

18. WAIVER OF PERSONAL LIABILITY. No officer, director, or employee of Haley & Aldrich shall bear any personal liability to Client for any injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the performance of services hereunder.

19. LIMITATION OF REMEDIES. To the fullest extent permitted by law, the total aggregate liability of Haley & Aldrich, its officers, directors, and employees to Client, and anyone claiming by, through, or under Client, including all authorized Relying Parties, as applicable, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Haley & Aldrich's services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an aggregate amount of $50,000 or Haley & Aldrich's fee, whichever is greater.

    If Client prefers not to limit Haley & Aldrich's liability to this sum, Haley & Aldrich may increase this limitation upon Client's written request, provided that Client agrees to pay an additional fee agreed to by the parties. The additional fee is for the additional risk assumed by Haley & Aldrich and is not a charge for additional liability insurance.

20. DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. Except for payment matters, if a dispute is not resolved by these negotiations, the matter will be submitted to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Except for payment matters or to preserve mechanics' lien rights, neither party will commence a civil action until after the completion of an initial mediation session.

21. LEGAL ACTION. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the

Standard of Care, however denominated, shall be barred two (2) years from the day after completion of Haley & Aldrich's Services. Client agrees to compensate Haley & Aldrich for services performed in response to any legal action, subpoena, or court order arising out of or related to Haley & Aldrich's services under this Agreement at Haley & Aldrich's Standard Fee Schedule then in effect.

22. TAXES. Unless otherwise provided for in the scope of services, Haley & Aldrich's fee is exclusive of sales, use, or similar tax imposed by taxing jurisdictions on the amount of fees or services. Should such taxes be imposed, Haley & Aldrich will collect and remit any applicable sales taxes. Client's documentation of exemption from sales or use taxes, if any, must be provided to Haley & Aldrich prior to services being performed.

23. SEVERABILITY. If any of these Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

24. SURVIVAL. All Terms and Conditions contained herein shall survive the completion of Haley & Aldrich's services on this project or the termination of services for any cause.

25. GOVERNING LAW AND JURISDICTION. This Agreement shall be solely governed, and construed and enforced, in accordance with the laws of the State or Commonwealth where the services are performed, without regard to its conflict of laws rules. Client agrees to submit and consent to the jurisdiction of the courts in that State or Commonwealth in any action brought to enforce (or otherwise arising from or relating to) this Agreement.

26. ASSIGNMENT. This Agreement shall not be assigned by either party without the express written consent of the other.

27. PRECEDENCE. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, right of entry, or like document.

28. ENTIRE AGREEMENT. **Client and Haley & Aldrich agree that all provisions of these Terms and Conditions were mutually negotiated and agreed upon, and that this Agreement represents the entire Agreement between the parties.** No modification or alteration of any provision of this Agreement shall be binding upon either Client or Haley & Aldrich, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.

END OF TERMS AND CONDITIONS

RESOLUTION ESTABLISHED THE CERTIFYING OFFICER FOR THE VILLAGE OF BROCKPORT VILLAGE OF BROCKPORT WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the Village of Brockport is proposing the Village of Brockport Water System Improvements Project (Project), located in the Village of Brockport, Monroe County, New York; and

WHEREAS, the Village must complete an Environmental Review Record (ERR) to satisfy requirements of the National Environmental Policy Act (NEPA); and

WHEREAS, the designation of a Certifying Officer is required for various activities associated with preparation and execution of the ERR;

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor of the Village of Brockport is designated as the Certifying Officer for the Village of Brockport; and

BE IT FURTHER RESOLVED, that the Certifying Officer is authorized to sign all required documents necessary for the completion of the ERR.

The question of the adoption of the foregoing resolution was duly put to vote, and upon roll call, the vote was as follows:

Margaret Blackman, Mayor –
Annette Crane, Trustee/Deputy Mayor –
Katherine Kristansen, Trustee –
Joanne Bocach, Trustee –
Ben Reed, Trustee --

The foregoing resolution was thereupon declared duly adopted.

Date: _____

I hereby certify that this resolution was adopted on _____ and is recorded in the Meeting Minutes of the Village of Brockport.

_____
Erica Linden, Village Manager/Clerk

RESOLUTION ESTABLISHED THE CERTIFYING OFFICER FOR THE VILLAGE OF BROCKPORT VILLAGE OF BROCKPORT SANITARY SEWER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the Village of Brockport is proposing the Village of Brockport Sanitary Sewer System Improvements Project (Project), located in the Village of Brockport, Monroe County, New York; and

WHEREAS, the Village must complete an Environmental Review Record (ERR) to satisfy requirements of the National Environmental Policy Act (NEPA); and

WHEREAS, the designation of a Certifying Officer is required for various activities associated with preparation and execution of the ERR;

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor of the Village of Brockport is designated as the Certifying Officer for the Village of Brockport; and

BE IT FURTHER RESOLVED, that the Certifying Officer is authorized to sign all required documents necessary for the completion of the ERR.

The question of the adoption of the foregoing resolution was duly put to vote, and upon roll call, the vote was as follows:

Margaret Blackman, Mayor –
Annette Crane, Trustee/Deputy Mayor –
Katherine Kristansen, Trustee –
Joanne Bocach, Trustee –
Ben Reed, Trustee --

The foregoing resolution was thereupon declared duly adopted.

Date: _____

I hereby certify that this resolution was adopted on _____ and is recorded in the Meeting Minutes of the Village of Brockport.

_____
Erica Linden, Village Manager/Clerk

RESOLUTION No: _____

_____ moved and _____ seconded that

WHEREAS, Village of Brockport, believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State's economic growth and community well-being;

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities;

WHEREAS, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities;

WHEREAS, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Village of Brockport,

in order to take positive steps to alleviate the housing crisis, adopts the ProHousing Communities pledge, which will have us endeavor to take the following important

steps:

1. Streamlining permitting where legally possible for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

2. Adopting policies that affirmatively further fair housing.

3. Incorporating regional housing needs into planning decisions.

4. Increasing development capacity for residential uses.

5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing

Events Application

Village of Brockport

127 Main Street • Brockport, NY 14420 • (585) 637-5300

Please submit this form to the Village Manager at elinden@brockportny.org. Submissions 30 days in advance of planned event are recommended.

Event Name: Brockport CSD Homecoming Parade 2024	
Type of Event (Race/Walk, Festival, Concert, Parade Other, etc.): Parade	Location of Event: Brockport CSD Campus
Applicant Name: Anthony Benson	Event Date(s): September 20th, 2024
Event set up/break down times: 4:00 PM to 6:00 pm	Event times: 5:00pm to 5:45 pm
Alternate Rain Plan: None	Rain Date: None
Individual/Group/Corporation Name Holding Event: Brockport Central School District	**Village Property Utilized (If Applicable)**
Applicant Address, City, State, Zip: 40 Allen Street, Brockport, NY 14420	Support Services Requested of the Village (If Applicable): Police to shut down the main campus drive starting at the Middle School near Adams street to the High School Stadium for the parade route. Will need assistance managing Adams Street, Central School Drive.
Applicant Email: anthony.benson@bcs1.org	Applicant Phone: 585-733-0058

There must be an identified "in charge" person on premise during all hours of the event if on Village property.

Event Contact Person:	Contact Cell Phone:	Date & Time(s) On-Premise at Event:
Anthony Benson	585-733-0058	3:00pm-8:00pm

Total Attendance Anticipated: (including attendees, participants, staff, vendors, etc.): 1,300

Will there be amplified sound or music? Please describe. We may use a speakerphone to coordinate to the floats and some floats may play music from a small speaker

Event Details:

Brockport High School plans to have their annual homecoming parade on Friday, September 29th through the main campus road. Float setup will be coordianted at the Middle School parking lot off Adams Street, with the parade route taking participants out into the Central School Drive and ending at the High School stadium.

Events utilizing Village property require internal review and approval by the Village Board. Additional information and/or documentation may be requested.

Events Application

Village of Brockport

127 Main Street • Brockport, NY 14420 • (585) 637-5300

Please submit this form to the Village Manager at elinden@brockportny.org. Submissions 30 days in advance of planned event are recommended.

Event Name: 9/11 Annual Vigil	
Type of Event (Race/Walk, Festival, Concert, Parade Other, etc.): Day-long Vigil	Location of Event: 9/11 Memorial 237 Main St
Applicant Name: Christopher Martin	Event Date(s): 9/11/24
Event set up/break down times: 7:00 am to 7:00 pm	Event times: to
Alternate Rain Plan: none	Rain Date:
Individual/Group/Corporation Name Holding Event: Brockport Vol. Firefighters Assn	**Village Property Utilized (If Applicable)** requested road closures
Applicant Address, City, State, Zip: 38 Market Street Brockport, NY 14420	Support Services Requested of the Village (If Applicable) Road closures during opening and closing ceremonies
Applicant Email: PIO@BrockportFire.org	Applicant Phone: (585) 747-5581

There must be an identified "in charge" person on premise during all hours of the event if on Village property.

Event Contact Person:	Contact Cell Phone:	Date & Time(s) On-Premise at Event:
Timothy Rombaut	585-313-6492	all day
Christopher Martin	585-747-5581	all day

Total Attendance Anticipated: (including attendees, participants, staff, vendors, etc.): varies each year
Will there be amplified sound or music? Please describe. PA with Music during both ceremonies
Event Details: Opening Ceremony at 08:30 am Ring of Gold Ceremony at 6:00 pm Closing Ceremony at 6:30 pm Day long uniformed Honor Guard from end of opening ceremony to start of Ring of Gold

Events utilizing Village property require internal review and approval by the Village Board. Additional information and/or documentation may be requested.