

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, December 3, 2018 7:00pm

Location: Village Court conference room – 49 State Street Brockport, NY 14420

- **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
- **OATH OF OFFICE:** (ceremonial) none
- **CERTIFICATES & PROCLAMATIONS:** none
- **PUBLIC HEARINGS:** none
- **PUBLIC COMMENT:** 5-minute limit per person / state name & address for record & speak directly to entire Board / if a prepared statement - submit hard copy to Clerk (& email electronically next day)

- **GUESTS:** 20-minute limit / state name & address for record & speak directly to entire Board / if a prepared statement or Power Point presentation - submit hard copy to Clerk (& email electronically next day)
 - Lucas VanDervort – update on Brockport Volunteer Ambulance

- **CONSENSUS ITEMS:**
 - Approval of minutes – 11/19/18
 - Approval of bills to be paid

- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli

- **PERSONNEL ITEMS:** none

- **OLD or NEW BUSINESS:**
 - Seymour Library Business Consultant – Sweden & Clarkson Town Boards approved the Bonadio proposal – accept Bonadio to do the work & commit the \$5,000 & authorize Mayor to sign the agreement pending change of start & completion dates

- **VILLAGE BOARD REPORTS:**
 - Mayor Margaret B. Blackman
 - Trustee/Deputy Mayor John D. LaPierre
 - Trustee Annette M. Crane
 - Trustee Shawn Halquist
 - Trustee Katherine J. Kristansen

- **EXECUTIVE SESSION** (if needed)

- **ADJOURNMENT**

Upcoming Village Board meetings & Village office closures through February:

- ❖ Village Hall closed: Monday, 12/24 & Tuesday, 12/25 for holiday
- ❖ Village Hall closed: Monday, 12/31 & Tuesday, 1/1 for holiday
- ❖ Village Board meeting: 7pm Monday, 1/7
- ❖ Village Hall closed: Monday, 1/21 for holiday
- ❖ Village Board work session: 7pm Monday, 1/28 (re budget with Treasurer & Dept. Heads)
- ❖ Village Board meeting: 7pm Monday, 2/4
- ❖ Village Hall closed: Monday, 2/18 for holiday
- ❖ Village Board work session: 7pm Monday, 2/25 (re budget with Treasurer)

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.

November 27, 2018

Mr. Kevin G. Johnson, Supervisor, Town of Sweden
Mr. Jerry Underwood, Supervisor, Town of Clarkson
Ms. Margaret B. Blackman, Mayor, Village of Brockport

Dear All:

Bonadio & Co., LLP (Bonadio) is pleased to submit this engagement letter to provide professional consulting services for the municipalities of Sweden, Clarkson, and Brockport (the Municipalities, Clients) regarding The Seymour Library (Seymour, or the Library). The proposed scope of services, roles and responsibilities, staffing, timing, and fees associated with this engagement are outlined below.

Understanding and Objective

It is our understanding that the Municipalities desire to engage Bonadio to provide feasibility analysis and recommended go-forward options for the FY2019 proposed Seymour budget scenarios. Included will be a measure of Seymour cost/benefit (e.g. Library ROI, In-class performance of key Library metrics) to establish a relative ranking of the FY2019 operating scenarios. Coupled with this would be the identified funding options (for both Operating and Capital expense needs) to 'balance the Seymour budget'. Implied tax revenue constraints will be a key consideration.

For an engagement of this type, the Municipalities require a consulting firm with the expertise and proven track record to perform a completely independent analysis while employing specific analytic techniques from both the tax-exempt and for-profit arena. Our practice experience spans multiple elements of government including multiple clients of similar size/scope in the library sector. Similar projects are efficiency studies to a town board, reviewing a cash flow analysis, or conducting a cost/benefit analysis on a proposed cost savings initiative. These services will be performed for the Municipalities and are meant to provide general support information to the identified Town Supervisors, Village Mayor, and their respective Boards in their assessment and determinations regarding Seymour.

Approach and Scope of Work

The services under this engagement letter will be performed in accordance with the *Statement on Standards for Consulting Services (SSCS)* issued by the American Institute of Certified Public Accountants (AICPA). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, the asserter. In a consulting service, the practitioner develops the findings, conclusions, and recommendations presented based only on the level of work as determined by the client. The nature, scope and limitations of work is determined solely by the agreement between the practitioner and the client.

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www.bonadio.com

Approach and Scope of Work (Continued)

This work is performed by the practitioner only for the use and benefit of the Clients. Accordingly, our services will not constitute an audit, compilation, review, or attestation service of Municipal financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA, Governmental Accounting Standards Board, nor do they include an examination of management's assertions concerning the effectiveness of the Municipalities internal financial control systems, related information technology systems and procedures for the purpose of financial reporting, or an examination of compliance with laws, regulations, or other matters.

Our approach will align with a best-effort to satisfy the requirements as outlined in the original RFP issued August 24, 2018. This includes performing benchmarking and or best-in-class comparisons of Seymour for both relevant financial metrics and key measurable elements of the Library benefit. We will utilize interviews of recommended Municipality or Library personnel, internal Bonadio data, Seymour data and its Director's expertise, plus available and relevant external data sources, including but not limited to the following:

- NYSED database (*Bibliostat Connect*)
- NYLA sources
- Comparable NYS Library Service System Area data
- Institute of Museum and Library Services
- Other applicable Federal and or out of state data

Bonadio will also select among certain economic metrics; such as operating cost per hour, marginal operating cost per hour, direct benefit ROI and total cash flow analysis to estimate a cost-benefit ranking for the three proposed Seymour FY2019 budget options. *See high-level summary of the proposed overall approach and potential outcome scenarios in table below:*

Bonadio will work with the Municipalities and Seymour to forecast Library Opex and Capex needs for FY2020-2025 horizon. This forecasted outcome, coupled with the proposed funding alternatives, can become part of the initial outline for the next Seymour Strategic Plan. *However, please note: Any detailed Strategic Planning exercise is outside the scope of this engagement.*

Project Deliverables

When Bonadio efforts are complete, we will deliver a formal report documenting the consulting activities conducted during the engagement, as well as the relevant findings, conclusions and recommendations. Additionally, at your request, Bonadio will present our report or findings to the respective Boards; scheduled at a mutually acceptable time and may consist of either on-site or teleconference communications. *Key Report Deliverables are outlined below:*

1. Benchmarking or best in class analyses
2. 5-year financial forecast scenarios
3. Identified funding options
4. Summary of Conclusions
5. Recommended Near-term and Mid-long term Action Plan

Timing and Professional Fees

Our fees were determined based on expected time commitment required by our personnel. The nature of these types of engagements requires the expertise of our more senior professionals; thus our fees in this matter are based on a blended hourly rate for those personnel. ***Our blended hourly rate is \$150 per hour. We estimate the complete study to take between 80 and 100 hours, and place a limit on the fees not to exceed \$15,000.***

ITEM	HOURS REQUIRED
Data search, SME interviews	24
Analytics build and Analysis	24
5 year forecasting model	16
Scenario evaluation	8
Conclusions/Recommendations	8
Construct Report/Charts/Graphs	20
TOTAL	100

If for unforeseen reasons, beyond either party's control, significant additional time is required to complete the above scope of work, we will discuss it with you and mutually arrive at a new fee estimate. All Bonadio invoices are due and payable upon presentation. Amounts not paid within 45 days from the invoice date will be subject to a late payment charge of 1.5% per month.

The estimated calendar timing for delivery of the final report is on or about February 1, 2019, assuming an effective project start date of December 3, 2018. This assumes that window is mutually acceptable; and also timely cooperation of the required Municipalities and Seymour personnel, acceptable availability including prior commitments, year-end vacation or holidays, and prompt turn-around for any requested data, responses to questions, or decisions from the Clients. *Please Note: Bonadio consultants' inability to access, collect, review, and compare any of the above information may affect our findings and/or our final report and efforts required.*

Bonadio Responsibilities and Personnel

This consulting engagement will be approved by the Municipalities and executed by Bonadio & Co., LLP. Bonadio will conduct the work described in the "Approach and Scope of Work" and "Project Deliverables" paragraphs above. We will direct and review the day-to-day performance of the consulting services conducted by us. We will discuss significant matters that come to our attention with appropriate Client representative before we issue any final report. Key Bonadio personnel and roles are summarized below:



Nancy Snyder, CPA

Role: Engagement Partner

Duties: Nancy is responsible for the overall engagement relationship. She is also the signing partner which means that she is ultimately responsible for the technical matters and all deliverables. All members of the team report to her.



Kevin DiPaolo, MBA

Role: Engagement Manager

Duties: Kevin is the on-site engagement manager and will handle the day-to-day activities of the engagement and work with and direct any other staff assigned to the project. He will report to Nancy and will be your primary on-site resource.



Randall Shepard, CPA

Role: Advisory Partner

Duties: Randy will serve in an advisory capacity relative to the Seymour engagement. Randy has the requisite expertise in Government entities to oversee the engagement and its progress. Also, it is Bonadio's philosophy to assign two partners to our clients. While Nancy will ultimately be responsible for the overall engagement management, Randy will be equally knowledgeable and available to serve the municipalities and library.

Municipalities Responsibilities

It will be the Municipalities responsibility to provide substantive involvement as part of the project team. They will provide access to the needed personnel, data and efforts required for Bonadio to complete this engagement to the best of its ability. **Bonadio kindly requests that, for the project work, a single party be designated as the primary point of contact representing all 3 Municipalities.** The Municipalities are responsible for designating and assigning the appropriate person to be responsible; and who possesses suitable skill, knowledge, or experience. This individual would be the primary liaison with Bonadio; and assist or direct the coordination of required interviews, internal data requests, plus general support of the consulting project effort. The designated person will also work with the Municipalities and their respective Boards to ensure information and updates are communicated in a timely fashion.

Additionally, Bonadio asks that the Municipalities assign and or identify the party or parties responsible for final acceptance and sign-off of the Project Report. You agree to identify parties with suitable skill, knowledge, or experience to evaluate the adequacy and results of the services; and accept the final report output.

Municipalities Responsibilities (Continued)

Municipalities will provide reasonable workspace (as required) for Bonadio personnel at all in scope locations and ensure that the requested interviewees are available, on a reasonable basis, to interact with Bonadio personnel. Also required is an up-to-date list of all key Client personnel, contact numbers, physical locations and email addresses for ease of communication. **Bonadio further asks that a best-effort availability and or vacation schedule for key parties be provided; as turn of the year events may effect scheduled project timing.**

Clients will also ensure that all information provided to us is accurate and complete in all material respects, contains no material omissions, and is updated on a prompt and continuous basis. You will also assume responsibility for obtaining all third party consents required to enable us to assess or access to and use of any third party products necessary to the performance of the consulting effort. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation of our consulting efforts, (2) additional information that we may request for the purpose of the engagement, and (3) unrestricted access to persons within the organization from whom we determine it necessary to for us to perform our consulting services.

The Municipalities agree that Bonadio shall not be requested or required to undertake any task or function that Bonadio determines would impair its independence nor will Bonadio personnel perform any management functions. This engagement will be performed as a point in time engagement and does not make a declaration of assurance for any points not reviewed.

Limitation of Liability

In no event, unless it has been finally determined that Bonadio & Co., LLP was grossly negligent or acted willfully or fraudulently, shall Bonadio & Co., LLP be liable to the client or any of its officers, directors, employees or to any other third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fee paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Bonadio & Co., LLP be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

Confidential Information

Any information that has been provided orally or in writing by the Municipalities, and or on behalf of Municipal employees or affiliates, to Bonadio pursuant to this engagement or through any other type of contact, including information generated as a result of Bonadio's services thereunder ("Confidential Information"), shall be treated by Bonadio as being subject to attorney-client privileges and as proprietary information belonging to the Municipalities, and shall be held in strict confidence by Bonadio both during and after the term of this engagement and thereafter. All financial data pertaining to the Municipalities, or Bonadio's services hereunder, and all data, information, and records of or pertaining to the Municipalities, their employees, and or affiliates, shall be deemed to be Confidential Information.

Confidential Information (Continued)

With respect to all Confidential Information, Bonadio shall: (1) not provide or make available the Confidential Information in any form to any person other than Bonadio's or designated Municipal employees, contractors, agents, and other personnel who have a need to know consistent with the authorized use of such Confidential Information; (2) not reproduce the Confidential Information except for use reasonably necessary to the performance of this agreement; (3) not exploit or use the Confidential Information except as permitted by this agreement; and (4) return or destroy all Confidential Information that is written or in graphic form, and any copies thereof, upon the request of Municipalities or upon the termination of this agreement.

In the event that a subpoena or other legal process in any way concerning the Confidential Information is served on Bonadio, we shall notify the Municipalities immediately upon receipt thereof and shall cooperate with the Municipalities in any legal process to assert that any and all such information is exempt from disclosure as subject to attorney-client privilege.

Electronic Communications

In performing services under this Agreement, Bonadio & Co., LLP and or the Municipalities may wish to communicate electronically either via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as including your consent to use E-mail. All risks related to your business and connected with the use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

Indemnification

Client agrees to indemnify and hold harmless Bonadio & Co., LLP and its personnel from any and all Third-Party claims, liabilities, costs, and expenses, including reasonable attorney fees, arising from or relating to the services under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP relating to such services.

Dispute Resolution

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

In the unlikely event that differences concerning this Agreement or our services provided hereunder should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, Bonadio & Co., LLP and the Client agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

We have the right to withdraw from this engagement if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete the project and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, limitations of liability, indemnities, and resolution of differences. If any provision of this Agreement, including the Limitation of Liability clause, is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

This Agreement will be governed by the laws of the State of New York.

Other

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by the Municipalities in strictest confidence.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

If you have any questions regarding the information contained in this proposal or on any other matter, please contact Nancy Snyder at Bonadio. If this letter correctly expresses your understanding, please sign the enclosed copy where indicated below and return it to us. We appreciate the opportunity to serve you.

Very truly yours,

BONADIO & CO., LLP



By:

Nancy Snyder, CPA
Bonadio Engagement Partner

Accepted and agreed to:



Kevin G. Johnson
Supervisor, Town of Sweden

Jerry Underwood
Supervisor, Town of Clarkson

Margaret B. Blackman
Mayor, Village of Brockport

Date