

Regular meeting of the Board of Trustees of the Village of Brockport was held in the Conference Room, Municipal Building, 49 State Street, Brockport, New York, January 24, 2012 at 7:00pm.

PRESENT: Mayor M. Connie Castañeda, Trustee Margaret B. Blackman, Trustee Kent R. Blair Trustee Carol L. Hannan, Trustee Scott W. Hunsinger, Manager/Treasurer Michael A. Giardino, Clerk Leslie A. Morelli, Police Chief Daniel P. Varrenti, Superintendent Harry G. Donahue, Fire Chief Michael J. Henry, Attorney Robert S. Leni, Esq.

EXCUSED: Building/Zoning Officer Scott C. Zarnstorff

ALSO PRESENT: Jo Matela, Linda Ketchum, Sri Ram Bakshi, Vikki DiMatteo, Eric Roth, Bill Andrews, Terry Klinetob, Art Appleby, Joan Hamlin, Susan Smith, Ken Keirn, David Rice, Michael Corey, Christopher Martin, Mary Jo Nayman, Rudy Aceto Brian Winant, Joy Levandowski, Val Ciciotti, Kevin McCarthy, Rev. Lori Staubitz, Jim Toole, Pam Ketchum, Sue Alexander, Joan Hamlin, Fred Webster, Norm Giancursio, Harry Snyder, Linda Ketchum, Kristina Gabalski

CALL TO ORDER / PLEDGE: Mayor Castañeda called the meeting to order and led the Pledge of Allegiance.

MOMENT OF SILENCE: to honor those that serve our Country, enforce our laws, & respond to emergencies

MISSION STATEMENT: "To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

GUESTS:

- Jo Matela, Brockport Merchants Association – certificates of appreciation re holiday parade – presented certificates of appreciation to Trustee Kent Blair and his wife Rachael, and Stetson Club President Brian Winant and his partner Joy Levandowski. She said some people watch things happen and some people make things happen. These folks were responsible for organizing the Village's first holiday parade to kick off the Christmas season. The participation in the parade and the number of spectators was overwhelming. The 60 degree temperatures sure helped. She said the Brockport Merchants Association is looking forward to it next year and has committed to entering a float in the parade.

PUBLIC COMMENT:

- Pat Kutz of Lift Bridge Book Shop - announced World Book Night on April 23rd. World Book Night is printing hundreds of thousands of special free paperback editions of 30 titles and they are looking for thousands of volunteers to go out on one day and give books out across America. It is a campaign to find light or non-readers in the community and hand them each a book person-to person. She said Lift Bridge Book Shop loves this idea and wants to be our community center for it. The deadline for signing up is February 1st. If you let her know you've signed up, you'll be invited to a wine and cheese reception. She said she would follow up with an e-mail to the Village Board.

- Linda Ketchum of Erie Street - said it would be a shame to lose Lakeside Health System. She encouraged the Board and public to support their local hospital and oppose Unity's application for a Certificate of Need.

- Sri Ram Bakshi of Evergreen Road – distributed a handout to the Board and displayed a larger version to the audience. The first graph was "Population and Physician Visits" 2010 and 2015. The population decreases slightly and the physician visits increases slightly. The second graph was on "Physician Requirement" current, 2010, 2015. The third graph was "Net Physician Need" current, 2010, 2015. The physician need drops significantly. The fourth graph was on "Care – heart attack, heart failure, surgical, pneumonia" comparing State, Lakeside, Unity. LHS ranks higher than Unity or the State average in 3 out of 4 categories. He also reviewed a New York State Hospital Profile regarding the quality measures of Lakeside Memorial Hospital showing the extremely high ratings. He said this all refutes Unity's contention that the Brockport area is short of health professionals. We have more physicians than needed per NYS statistics. He said in short, there is no need for Unity to come here. He said Unity speaks of numerous requests from residents to come here. However, he hasn't seen anything in favor in the local papers except for one person saying there should be a choice. He encouraged the Board and public to support LHS.

- Vikki DiMatteo of Park Avenue – read the following statement into the record:

I am speaking tonight in support of a board resolution to support Lakeside Health System. Lakeside has been in our community for over 60 years. It provides services not just to the Brockport, Clarkson, Hamlin, Parma and Sweden communities but to many in Orleans and Genesee Counties as well.

The proposed Unity Health System center will be one more step toward losing our community identity.

They will be duplicating many services already provided by Lakeside such as Physical Therapy, Radiology and Lab Services. This will not be “healthy competition” but a corporate attempt to take over our beloved community centered health services.

This seems to be just another example of the attack on Brockport as a community. We have to take a stand as a community and say no to those who are working to destroy Brockport. There is no need for such duplication – no reason beyond corporate profits. I hope Brockport will not lose another community based service to corporate greed.

- Bill Andrews of College Street and the Historic Preservation Board – shared that on behalf of the

Historic Preservation Board, they urge the Village Board to adopt a resolution supporting Lakeside Health System. The best way to ensure the preservation of the Village’s historic architectural resources is if Brockport has a viable economy. Property owners can then afford to maintain their structures. Efforts by Unity to drive LHS out of business will destroy the community’s economic viability. He said it is incumbent upon the Village Board to adopt the resolution proposed by LHS CEO James Wissler.

- Jo Matela of Adams Street and the Brockport Merchants Association – read the following prepared statement into the record:

First, no doubt we were all affected by the three years of construction on our Main Street. However, no other group was more affected than the merchants in this community. The economic recovery is slow to come nationwide and even slower here in Brockport. The staff and visitors at the hospital buy pizza, order flowers, get their bikes tuned, get haircuts, take pets to the vet, shop for gardening supplies, purchase insurance, patronize our financial institutions, go to lunch or dinner, take repairs to the tailor or dry cleaner, see a movie, and may even get a tattoo. They purchase homes, cars and services from this immediate market area and beyond. They contribute to the charitable and service organizations they join. They are our mothers and fathers, brothers and sisters, neighbors and friends. They are the people who comfort us when we most need it. We need the economic support that Lakeside provides to this community. As elected officials you have the responsibility to listen to your constituents and to speak on their behalf on important issues. Having a care facility so close to home may not save your life, but it sure does improve the odds.

CONSENSUS ITEMS:

- **APPROVAL OF MINUTES:**

→ Trustee Hunsinger moved, Trustee Blair seconded, Trustee Blackman abstained due to absence, carried 4/0/1 that the minutes of the 1/10 meeting be approved as written.

- **APPROVAL OF BILLS TO BE PAID**

→ Trustee Blackman moved, Trustee Hannan seconded, carried 5/0 that the bills be allowed and paid upon audit.

A/P Clearing Account

	<u>Abstract Date</u>	<u>Amount</u>
FUND (A): <u>General</u>	1/24/12	\$78,452.60
	1/24/12	\$26,634.21
FUND (F): <u>Water</u>	1/24/12	\$779.66
FUND (H): <u>Capital</u>	-	-
FUND (T): <u>(Trust & Agency)</u>	-	-
		\$105,866.47 grand total

MANAGER/TREASURER & CLERK REPORTS:

- Manager/Treasurer – Michael A. Giardino
 - Monroe County Association of Villages - VM/T Giardino commended all involved with the annual dinner meeting. He and Clerk Morelli organized it, Mayor Castañeda hosted it, County Executive Brooks made some brief remarks, and NYCOM Executive Director Baynes was the guest speaker. He thanked the Trustees and Department Heads and staff who attended and represented Brockport.

- Financial Update - VM/T Giardino said he expected to have the AUD for fiscal year ending 5/31/11 would have been done by now, but the external auditors are still working on it. He hopes to have it filed with NYS OSC by month’s end and it will then be distributed to the Board & posted on the Village website. After the AUD is filed, the external auditors will complete their reports. Two representatives have spent the last couple of weeks at Village Hall and have thoroughly

scrutinized the books and Village Hall staff. VM/T Giardino said current fiscal year books are being brought up to date. Revenues are 80% in and expenditures are 55% out. The workers compensation bill is to be paid soon

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as well as the principal and interest on the water/sewer bond. Water meter replacement has begun. He said he is seeing no numbers that scare him. He said he is working on next fiscal year budget preparation. Department Heads are working to submit their budget estimates. VM/T Giardino said the Sweden and Clarkson Town Supervisors and their Treasurers have been provided current data related to the Fire Department. He will be meet with representatives of the Fire District.

Trustee Hunsinger asked VM/T Giardino if he would categorize the Village as being in fiscal distress. VM/T Giardino said he would not.

Chief Varrenti said he has been here for 10 years and has never heard the term AUD. He asked VM/T Giardino what that stands for. VM/T Giardino said it stands for annual update document. It is the financial report that the Village is to file with the Village clerk by July 31st each year and with New York State Comptroller's Office by August 31st each year. Due to the lack of a Treasurer for a period of time, his arrival in early October, and the need to bring the books up to date, the Village is late in filing the fiscal year ending 5/31/11 AUD. After the AUD is filed, the external auditors the Village contracts with will provide further reports and narratives.

VM/T Giardino commended Clerk Morelli for identifying funds that were due to the Village but not collected. He said because of her knowledge, expertise and diligence she is responsible for recoupment of nearly \$3,000 in uncollected funds. He said this is only one example of the type of work ethic displayed from Village staff every day. All departments are exercising the same care, oversight and stewardship within their areas of concern.

- Clerk
 - New law requiring availability of records prior to open meeting goes into effect 2/2/12 – Clerk Morelli and Village Attorney shared that due to the new law going into effect. We are now to make available to the extent practicable at no cost to the Village the supporting documentation that will be reviewed by Boards at their open meetings. Since the Village has a website and already posts Board agendas and minutes, it will also now post the supporting materials that would be considered releasable under FOIL. Residents are encouraged to view from the website. However, if a hard copy is needed, it can be requested at a cost of 25 cents per page.

Mayor Castañeda commented that Clerk Morelli excels at making materials available and forwarding such to the Webmaster to increase public awareness. Now, there will be even more information available. She said this will help those members of the public who attend the meetings or watch the meetings on Channel 12 as sometimes it can be hard to follow along.

Chief Varrenti commented that this is another example of an unfunded state mandate. While they say at no additional cost to the Village, you can bet that it is additional time and effort expended by the Clerk. He said that a new mandate now requires that any person entering any room in a Police Department that has a computer in it with criminal data has to have a record check. Since Code Enforcement Officer Zarnstorff and part time Codes Clerk Krahe are now located at the Police Department, they and Police Department Clerk are subject to record checks.

- **DEPARTMENT REPORTS:** (Department Heads are in attendance the 4th Tuesday of each month)
 - Building / Zoning / Code Enforcement – Codes Officer Scott C. Zarnstorff (excused)
 - Police – Police Chief Daniel P. Varrenti
 - Holiday party and awards – Chief Varrenti mentioned the successful Police Department holiday party and awards given including but not limited to the following: Brian Winant – community service award, Bambie Zimmerman – service award for doing the job that 2 or 3 clerks in other Police Departments of the same size do, the 1st Platoon 10pm – 6am shift for August through November 21 DWI arrests, Lucas VanDervort for excellent service September 39 arrests, 1 DWI, 70 code enforcement citations, Stephen Mesiti for excellent service with the Explorer program and investigatory police work, Michael DeToy and Ralph Gleason for the 2/13/11 fire at 63 Main Street getting residents out, Mark Cuzzupoli and Lucas VanDervort for life saving of a suicidal person (L. VanDervort's 2nd life saving award), Paul Wheat and Richard Cranston for the fire at 23 Fair Street getting residents out.
 - Declare surplus - Chief Varrenti shared that the Police Department has an old HP 410 copier/printer/fax machine that no longer works. He asked that the Board declare it surplus and authorize its disposal to Sunkinng Electronics.

→ Trustee Blair moved, Trustee Hunsinger seconded, carried 5/0 to declare the Police Department's old HP 410 copier/printer/fax machine surplus and authorize its disposal.

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- Old Pharmaceuticals - Chief Varrenti shared that the Police Department has been successful with its prescription drug drop off events. They plan to hold them 3 times per year on 2/1, 6/1, 10/1 from 10am to 1pm. Locations and dates can be found at www.monroecounty.gov/hhw.

- Healthcare - Chief Varrenti reminded the Board that last spring he informed them in open meeting that his former employer, the Town of Irondequoit (Irondequoit Police Department) was moving to cancel his health and dental coverage as they believed he was entitled to receive such through his current employer, the Village of Brockport (Brockport Police Department). In July he initiated legal action and a Judge stopped issued a restraining order and to utilize the arbitration system. On January 12th January a Judge ruled that the arbitration system is not applicable and lifted the restraining order. A full lawsuit would be needed. On January 17th he received notice from Irondequoit that he and his wife's healthcare is being cancelled and that they can remain on through COBRA at a cost of \$1,750+ per month. Irondequoit's position is that he should receive his healthcare through Brockport. He said he understands that his contract states otherwise and that Brockport has never offered him healthcare. He asked if the Board would consider covering such. He served with Irondequoit Police Department for 23 years and has served with Brockport Police Department for 10 years and does not plan on retiring any time soon.

Trustee Blair said the Board at the time of his hiring did not offer him healthcare. Last spring the Board even put this on the record and notified Irondequoit. Trustee Blair asked what happens when he retires from Brockport. Chief Varrenti said Irondequoit would then have to pick up his healthcare again.

Chief Varrenti said it is uncomfortable to discuss this, particularly in public. However, he made it public several months ago and chose to follow up in public. This has caused him and his wife considerable stress and attorney fees so far of \$15,000. He asked the Board to consider covering their healthcare.

Mayor Castañeda said she will consult with the Village Attorney and the Board can take this under consideration. She commented that Chief Varrenti's original contract with Brockport did not reference receipt of a "health stipend" but the most recent version does. She imagines that language raised a red flag with Irondequoit.

Trustee Blair said he can only imagine what Irondequoit has spent in legal fees on this to then have to cover his healthcare again once he retires from Brockport.

Chief Varrenti concurred and said they are not dropping his dental.

Village Attorney Leni said he may reach out to Chief Varrenti for some information and documentation.

- Performance Appraisal – Trustee Hunsinger asked Chief Varrenti if he has received a performance appraisal/review from his direct supervisor (Mayor) in the last 12 months. Chief Varrenti said no. He said no and that in his 10 years he received 2 from Mayor Matela and one from Mayor Wexler which was more of a self-evaluation.

- Public Works – Superintendent Harry G. Donahue
 - CDBG – Superintendent Donahue shared that he attended the January 11th meeting regarding making application for CDBG funding. He would like to apply for funding to replace some of the water man on Barry Street. The application deadline is early February.

Clerk Morelli said the next Village Board meeting is not until after the application deadline. Customarily, the application requires a supporting resolution from the Board.

→ Trustee Hunsinger moved, Trustee Blair seconded, carried 5/0 authorizing the application for a for a Community Development Block grant for the purpose of providing for the replacement of the existing 4" cast iron water main with approximately 1,300 linear feet of new 8" ductile iron water main and appurtenances along Barry Street between Fayette Street and #93 Barry Street.

- CHIPS - Superintendent Donahue shared that he plans to accompany fellow Superintendents on a trip to Albany to lobby officials to hold the line or increase CHIPS funding. There is no cost to Brockport other than his absence as the Association pays for fuel and lodging.

Mayor Castañeda thanked Superintendent Donahue for lobbying for funding. Superintendent Donahue thanked all for letting him go.

Trustee Hunsinger said he believes the Governor's budget holds the line on CHIPS funding. Superintendent Donahue said the Association would like to push for increasing it as the cost of fuel and maintenance of roads has increased.

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- Museum Windows - Superintendent Donahue shared that the new windows on the second floor of Village Hall in the Museum are in the process of being installed. DPW staff has had time since recent weather has been good and plowing has not been needed.

Trustee Blair said the salt barn must be pretty full. Superintendent Donahue said it is.

- Water Meter Replacement - Superintendent Donahue shared that water meter replacement is going well. He has 2 crews on it.

- Performance Appraisal – Trustee Hunsinger asked Superintendent Donahue if he has received a performance appraisal/review from his direct supervisor (Mayor) in the last 12 months. Chief Varrenti said no. He said no.

- Fire / Ambulance – Chief Michael J. Henry
 - Chief Henry provided the following report:

Calls

2011 EOY:	Fire: <u>1288</u>	EMS: <u>814</u>	Total: <u>2102</u>
2012 YTS	Fire: <u>78+</u>		

Calls of significance since the last Meeting:

1. Thursday, November 24, 2011 11:30 AM, Brockport firefighters responded to a report of a house fire at 15 Coleman Creek Road in the Village of Brockport with smoke and flames showing shortly after noon.
2. Monday, November 28, 2011 03:16 AM, Brockport Firefighters responded early this morning mutual aid to Clarendon for a working structure fire on Power Line Rd.
3. Wednesday November 30, 2011 9:07 pm, Brockport Firefighters responded this evening for a CO alarm activated on Maxon St. 2C23 went on location and requested a full assignment for a partition fire.
4. Sunday, December 19, 2011 3:00 am, Ladder 231 responded mutual aid to Bergen for a working fire.
5. Tuesday, December 20, 2011 3:54 pm, Brockport Firefighters were dispatched for a fire started in the living room by a youth at 165 Barry Street.
6. Saturday, December 24, 2011 2:40 pm, Brockport Firefighters were dispatched to Holley for a working fire at the Holley Hotel. Pumper 233 and Ladder 231 were requested with Brockport Firefighters providing fire suppression, ventilation and overhaul duties.
7. Monday, January 2, 2012 3:08 pm, Brockport firefighters were dispatched to 613 Monroe Orleans County Line Road for the Structure Fire in Morton
8. January 14, 2012 - 2:45 pm, Brockport Firefighters were dispatched to Redman Road and Beadle Road for the Snowmobile accident with a person in the water. Clarendon and Walker were dispatched for their off road vehicles.
9. January 17, 2012 Brockport Firefighters responded this morning for the report of a vehicle flipped and struck a tree on Lake Rd
10. January 23, 2012 9:19 AM, Brockport Firefighters responded to 307 Main Street for the report of smoke, found chimney fire.

Notes:

- We have had a few chimney fires this year reminder to get your chimney cleaned.
- Year end call report sent to the Village Manager for distribution
- Ambulance Corp. is waiting for the contract with the Village to proceed forward with the NYS DOH Inspections.
- We have an immediate need for a phone line at West Avenue; we cannot get the phone line with the alarms system and the FOB working off the same line. Budget has enough to cover.
- There is a committee putting specs together on a apparatus per the MOU. Would like to work with representatives from the Village and Commission on this.

At 8:00pm, Mayor excused all Department Heads. All stayed.

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• PERSONNEL ITEMS:

- Vacancies –

Interested residents can submit position interest form to Clerk for the following:

- Ethics Board – to complete a 4-year term to 6/30/12
- Ethics Board – 4-year term to 6/30/15
- Parks Committee – 4-year term to 6/30/15
- Parks Committee – 4-year term to 6/30/15

OLD BUSINESS:

- Consider resolution proposed by Lakeside Health System CEO -

→ Trustee Hunsinger moved, Trustee Blackman seconded, to adopt the following resolution proposed by Lakeside Health System CEO Wissler:

RESOLUTION

WHEREAS, Lakeside Health System consistently provides high quality, cost effective healthcare to the Brockport residents and residents of the immediately surrounding area who have utilized Lakeside's services since 1932; and

WHEREAS, Unity Health System proposes to offer to Brockport residents redundant medical services that are already provided by lakeside; and

WHEREAS, the following services are being provided by lakeside: Primary Care Physicians, Lab Services, Diabetic Education, Physical Therapy and Radiology; and

WHEREAS, Lakeside currently provides medical care to 80,000 people annually from Monroe, Orleans, and Genesee counties; and

WHEREAS, Lakeside is the second largest employer in the Brockport area and has an annual economic impact on the community of \$60 million;

NOW, THEREFORE, BE IT RESOLVED, by the Village of Brockport Board of Trustees, in a meeting assembled at Brockport Village Hall at 49 State Street, Brockport, New York on January 24, 2012, that the Board opposes the Certificate of Need (CON) application that has been submitted to New York State by Unity Health System, and which seeks approval to lease and occupy a \$3.1 million building in the Town of Sweden to provide services that directly compete with Lakeside Health System and thus will negatively impact our residents, our economy and our quality of life.

Discussion:

Mayor Castañeda said Lakeside CEO Wissler spoke during public comment on December 13th and January 10th. The Village Attorney reviewed the proposed resolution and provided feedback to the Board before the Lakeside public forum. The majority of the Board attended the public forum. Three Trustees spoke and identified themselves as Village Board members. She said she supports Lakeside, utilizes its services, and that both her boys were born there. However, she does not believe adopting the proposed resolution is prudent.

Trustee Hunsinger asked Mayor Castañeda if she has an amended resolution. Mayor Castañeda said no. She suggested working together to craft an amended resolution that addresses the concerns the Village Attorney identified.

Trustee Blair asked Village Attorney what he is afraid of. Village Attorney Leni said he is not opposed to a supporting resolution but is concerned that the Board be able to back up the resolution's statements as factual and accurate. The Board should be sure that the statements set forth in the resolution contain factual information by data shown as accurate. Otherwise, he considers it a policy determination by the Board.

Trustee Blackman said she feels confident that the statements and statistics included are accurate. She said she appreciated the Village Attorney's review and feedback on the proposed resolution. She said she does not wish to stifle competition. However, Unity has a predatory reputation here. She said she feels she owes it to the community to protect Lakeside and the services they offer.

Village Attorney Leni concurred that support is warranted, but simply cautions against setting precedent. The Board should be sure the data supports it and that new business isn't discouraged. He provided his best recommendation, a measured opinion. If tasked to do so, he would be happy to speak to Lakeside counsel to craft an amended resolution.

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Trustee Hunsinger said this is a pressing need.

Trustee Hannan said she understands, but they are talking about saving the one and only hospital, not one of many pizza parlors. Trustee Hannan said she believes she has been counted as one of the 5,000 people that Unity credits with supporting them. She said her daughter received a service billed by Unity. The Board should stand up for Lakeside, an amazing community resource.

Trustee Blair said he took an oath to support the community and will support this resolution and do so tonight. He is comfortable with the resolution as proposed.

Mayor Castañeda suggested not letting emotions get in the way. The Board can support Lakeside, but should be careful in doing so. She said she would recommend either staying neutral or having counsel work on an amended resolution. She said competition is not always a bad thing and citizens / users of the services can choose who to go to.

Call to question:

Margaret B. Blackman	Voting yes
Kent R. Blair	Voting yes
Carol L. Hannan	Voting yes
Scott W. Hunsinger	Voting yes
Maria Connie Castaneda	Voting no

Carried 4/1

o Approve and authorize Mayor to execute agreement with Brockport Volunteer Ambulance Corps, Inc. –

→ Mayor Castañeda moved, Trustee Hannan seconded, to approve and authorize the Mayor to execute the Emergency Medical Services Agreement with the Brockport Volunteer Ambulance Corps, Inc.

Discussion:

Trustee Blair said one of the final steps in the separation of the ambulance from the Village is the NYS Department of Health inspection. They could be up and running as a separate entity on February 1st.

Village Attorney said the ambulance vehicles and equipment will not be transferred until he receives the \$55,000 check. The funds will be held in escrow. The use of 38 Market Street is limited to until such time as the Village no longer owns the building. Once the Fire District is up and running, the ambulance corps will need to negotiate with the Fire District.

Trustee Hunsinger said he hopes that the Towns of Sweden and Clarkson come to their senses and contract with the newly separated ambulance corps for their great services and cease contracting with Monroe Ambulance.

Mayor Castañeda said the Village Board has no control over that. However, she hopes that as a taxpayer, Trustee Hunsinger has expressed this to Sweden officials. Trustee Hunsinger said he has not done so directly, but can certainly knock on a few doors if needed.

Trustee Blair said he is not sure what that would accomplish as the public outcry over their 11th hour decision to contract elsewhere didn't make a difference. He apologized to the Brockport ambulance folks for having gotten caught up in the Towns of Sweden and Clarkson displeasure with the Village. He commended them for their work on the separation.

Trustee Hannan said the Village can rest assured that it has done what it could to support this fine service.

Mayor Castañeda reminded all that NYS OSC said the Village shouldn't be operating an ambulance in the manner it was.

Call to question:
Margaret B. Blackman
Kent R. Blair
Carol L. Hannan
Scott W. Hunsinger
Maria Connie Castaneda

Voting yes
Voting yes
Voting yes
Voting yes
Voting yes

Carried 5/0

Mayor Castañeda wished the ambulance the best of luck and thanked them for their service as they celebrate their 50th anniversary.

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EMERGENCY MEDICAL SERVICES AGREEMENT

This Emergency Medical Services (EMS) Agreement dated December 6, 2011, and effective the 1st day of February 2012 (the "Agreement") by and between the **VILLAGE OF BROCKPORT**, a municipal corporation of the State of New York with offices at 49 State Street, Brockport, New York, 14420 (the "Village") and the **BROCKPORT VOLUNTEER AMBULANCE CORPS, INC.**, a Not For Profit Corporation organized under the laws of the State of New York with a principal place of business at P.O. Box 242, 38 Market Street, Brockport, New York, 14420 ("BVAC" or the "Corps"), collectively, the "Parties."

RECITALS

1. The Village is authorized by virtue of Section 122-b of the General Municipal Law and Section 4-412 of the Village Law of the State of New York to provide general ambulance service for the purpose of treating and transporting sick and injured persons found within its boundaries to an appropriate acute care hospital.
2. The Village Board of the Village of Brockport is desirous of entering into an agreement with the BVAC to provide such ambulance service to the Village of Brockport.
3. The BVAC has trained and experienced EMS personnel and is desirous of furnishing EMS to the Village under the terms and conditions set forth herein.

In consideration of the mutual promises herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village does engage the BVAC to furnish EMS to and in the Village of Brockport and the Corps agrees to furnish such services, to wit:

I. SERVICE TO BE PROVIDED BY THE CORPS

1. The Corps, during the term of this Agreement and any renewals hereof: (i) shall provide EMS for the Village of Brockport in the manner described herein; (ii) shall provide upon request, when needed and available, "MUTUAL-AID" to other emergency services agencies; (iii) shall provide upon request, when needed and available, "ALS INTERCEPTS" to other emergency services agencies; and, (iv) in providing above, the Corps shall staff vehicles in the manner required by the State of New York and its appropriate agencies.
2. The Corps shall respond to direct calls or those referred by any appropriate emergency services agency and shall transport sick or injured persons found within the boundaries of the Village of Brockport, or otherwise under "MUTUAL-AID", needing emergency care to an appropriate hospital.

It is understood by the Parties that the "primary point of transport" shall be a hospital within Monroe County and any transport otherwise shall occur in a manner consistent with Corps written policy. This provision shall not be construed to limit the Primary Operating Territory as specified in the Ambulance Service Certificate, or otherwise limit operations pursuant to a mutual-aid agreement, in response to a disaster management situation or pursuant to temporary approval by the New York State Department of Health ("DOH").

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3. The Corps may provide emergency or non-emergency transport pursuant to Article 30.10(3) of the Public Health Law on a case-by-case basis as prescribed by applicable Corps guidelines.
4. The Corps agrees to provide, or otherwise fund, training and continuing education of its staff and membership, including such certifications and re-certification as may be required by law.
5. The Village shall take all necessary steps to transfer its New York State DOH Ambulance Service Certificate ("Operating Certificate") to the Corps, and once transferred, the Corps agrees to keep in force such Operating Certificate, and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and New York State Emergency Medical Services Code.
6. The Corps agrees to provide upon request, when available and needed, CPR training to any department of the Village so desiring such training. The Corps shall charge no fees for said training other than those reasonably associated with the costs of equipment and supplies.
7. The Corps agrees to provide upon request, when available and needed, ambulance standbys at any Village or community function. The Corps shall provide such service at no cost to the Village or group requesting said service.
8. The Corps agrees to provide other community services for the Village of Brockport upon request, when available and needed, that are consistent with the mission of the Corps.

II. CONTRACT CONSIDERATION

1. The Parties hereby agree that the consideration for this contract shall be as follows: the BVAC shall pay to the Village the sum of fifty-five thousand dollars (\$55,000), to be held in escrow by counsel on behalf of the Village pending the successful transfer of the Village's Operating Certificate to the Corps, and the Corps will provide services, as fully detailed in this Agreement, to the Village, and in return, the Village will allow all third party billing money received subsequent to the Operating Certificate transfer to be received directly by the Corps and shall transfer the right to, title to and ownership of the vehicles and equipment described on Schedule B and Schedule C, respectively, attached hereto, to the BVAC, the value of which, the parties have agreed is approximately seventy-seven thousand four hundred ninety dollars (\$77,490). The parties have mutually determined that the consideration detailed herein is fair and adequate for the promises and provisions agreed to by the Parties in the making of this Agreement.
2. During the term of this Agreement, as well as during the automatic extension period set forth in Paragraph 1 of the "General Provisions" section of this Agreement hereinbelow, no charge will be

made to the Village by the Corps in connection with the Corps' performance of any of the EMS services described in the Agreement, except as specifically provided for under other applicable sections of the Agreement.

III. USER BILLING

The Village hereby authorizes and expects the Corps, pursuant to law including New York State Comptroller Opinion 91-20 and the authority contained in Section 122-b(2) of the General Municipal

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Law of the State of New York, either directly or through a billing service agency contracted by the Corps, to establish and collect fees or charges for services rendered by the Corps. Such fees or charges may be billed directly to the user's insurance carrier, in such instances that the user's insurance contract so provides, for such direct payment so long as a copy of said bill is also sent to the user. The Corps, or the billing service agency contracted by the Corps, shall keep proper records and account for all moneys so received for services provided by the Corps, which shall be available to the Village for inspection upon request, at a time and place agreeable to both Parties. Nothing herein shall be construed to prevent the Corps from soliciting and accepting donations and from conducting fund raising activities to assist in defraying its operating and capital expenses.

IV. LIABILITY AND INSURANCE

1. The Corps agrees to provide at its own cost and expense, commercial insurance, general liability insurance, employer's and worker's compensation insurance, fidelity bonding, and vehicle insurance, as set forth on Schedule A attached hereto naming the Village of Brockport as an additional insured.
2. The Corps agrees to defend, indemnify and save harmless the Village, its officers, agents and/or employees, from any liability imposed upon the Village, its officers, agents and/or employees arising from the acts, omissions, activities, operations, negligence, active or passive, of the Corps, its officers, agents, members and/or employees.
3. The Village agrees to defend, indemnify and save harmless the Corps, its officers, agents, members and/or employees, from any liability imposed upon the Corps, its officers, agents, members and/or employees arising from the acts, omissions, activities, operations, negligence, active or passive, of the Village, its officers, agents, and/or employees and not otherwise covered by insurance required herein.

V. SUPPORT SERVICES

1. The Village shall permit the Corps to obtain fuel from Village fuel pumps. The Village agrees to periodically bill the Corps, but no more frequent than on a calendar quarter, at the standard Village rate, for any fuel obtained by the Corps.
2. The Village shall permit the Corps to avail itself to those other services it currently uses and may utilize during the term of this Agreement including, but not limited to, purchasing of office supplies, office and other non-EMS equipment, and postage of authorized mail. The Corps shall reimburse the Village for reasonable costs associated with the use of these services.

VI. MISCELLANEOUS MATTERS

1. The Corps shall file with the Village Treasurer and/or Village Clerk, at least annually, a list of its current directors and officers.
2. The Corps shall also file with the Village Mayor, on a quarterly basis, a statement showing the number of ambulance calls made during the prior quarter to locations within the Village and locations outside the Village by reasons of MUTUAL-AID and ALS INTERCEPTS.

MINUTES OF VILLAGE BOARD MEETING HELD January 24, 2012 continued.....page 11

VII. CORPS MANAGEMENT

The Corps' Board of Directors shall have sole authority and control over the management of the Corps' operations, assets, revenues and expenditures in a manner consistent with its to be amended and restated certificate of incorporation, bylaws, policies and procedures unless otherwise specifically provided under the terms and provisions of this Agreement.

VIII. FACILITY

1. For the term of this Agreement, or for as long as the Village may own the facility located at 38 Market Street, Brockport, New York, 14420, whichever is shorter :

- A. The Village agrees to provide, at a monthly rate of \$1.00, the facility, or specified portions thereof, for the Corps to occupy for the purposes of providing EMS. This facility: (i) includes the main building at said location, (ii) is suitable for the purposes of housing all EMS vehicles owned and/or operated by the Corps, and (iii) has suitable sleeping quarters, kitchen equipment, toilets, shower and laundry facilities. The Village further agrees to use its best efforts to provide temporary facilities in case of emergency.
- B. If the Village and the Corps mutually determine at a future date that the facility outlined Section VIII Number 1 no longer efficiently and/or effectively meets the requirements to house EMS vehicles and EMS equipment, the Village and Corps may mutually agree to base the Corps' operations in another facility of like kind. Such a modification to this Agreement must be made in writing and subscribed to by the Parties.
- C. The Village agrees to provide repairs and maintenance of the facility and grounds, specifically those areas occupied or used by the Corps, including, but not limited to, building repairs, maintenance and cleaning, necessary yard work, upkeep of all signage and parking lots. Upkeep of parking lots includes, but is not limited to, snow and ice removal and sanding as necessary. The Village shall also be responsible for capital improvements to the facility.
- D. The Corps agrees to reimburse the Village for its pro-rata share, as mutually determined by the Parties, of utilities for said facility including, but not limited to: telephone, electric, heating fuel, water and sewer.
- E. The facility shall be used, occupied, operated, maintained and repaired in accordance with this Agreement so as to be in compliance with all applicable federal, state, county and Village laws, statutes, ordinances, rules and regulations.

- F. The Village agrees to provide insurance coverage of the facility and fixtures in normal and customary amounts and to name the Corps as an additional insured.
- G. Upon expiration of this Agreement, or the termination of its occupancy of the facility, whichever is shorter, the Corps shall, at its own cost and expense, remove, within a reasonable period of time, as mutually agreed to by the Parties, any and all Corps vehicles and equipment from the facility and surrender possession thereof to the Village in good order and condition, except for ordinary wear and tear. The Village shall conduct a final inspection of the facility, at the Village's cost and expense, at the time the Corps surrenders the facility, or the specific portions used by the Corps, to the Village in

MINUTES OF VILLAGE BOARD MEETING HELD January 24, 2012 continued.....page 12

order to determine the existence of any damage considered by the Parties to be other than ordinary wear and tear. In the event that any damage is considered by the Parties to be other than ordinary wear and tear of the facility, or those specific portions used by the Corps, those damages will be clearly documented and a repair plan, with estimated costs to correct, will be mutually agreed to, in writing, by the Parties.

IX. VEHICLES

- 1. The Village agrees to transfer to the Corps legal title to currently owned emergency vehicles as set forth on Schedule B attached hereto for a total purchase price as outlined in Section II of this Agreement. The Corps shall have all rights of ownership and have full power to sell, trade or otherwise dispose of said vehicles subsequent to transfer.
- 2. The Corps agrees to provide vehicle insurance as set forth on Schedule A attached hereto and to name the Village of Brockport as an additional insured.
- 3. The Corps agrees to provide vehicle maintenance and repair.
- 4. The Corps at its sole cost and expense shall purchase any additional vehicles deemed needed by the Corps to continue its provision of EMS to the Village in accordance with this Agreement.

X. EQUIPMENT AND SUPPLIES

- 1. The Village agrees to transfer to the Corps legal ownership of all equipment and supplies currently in the possession of the Corps, including the most significant items as set forth on Schedule C, but not limited to, all ambulance equipment, first-aid supplies, training supplies and equipment, office equipment, computers, building furnishings, portable and mobile communications equipment for a total purchase price of as outlined in Section II of this Agreement. The Corps shall have all rights of ownership and have full power to sell, trade or otherwise dispose of said equipment and supplies subsequent to transfer.
- 2. For the term of this Agreement, or for as long as the Village may own the facility, whichever is shorter, the Village shall retain ownership of the FCC license and base station located at 38 Market Street, Brockport, New York 14420. During such time, the Village will continue to allow the Corps to operate under its current FCC license while the Corps pursues obtaining its own FCC license.

3. The Corps further agrees to purchase, at its sole cost and expense, all future equipment and supplies deemed needed by the Corps to continue its provision of EMS to the Village in accordance with this Agreement.

GENERAL PROVISIONS

1. The term of this Agreement shall commence February 1, 2012 and expire January 31, 2017. This Agreement shall be automatically renewed for an additional term of five (5) years, unless either party shall notify the other in writing, on or before the twentieth (20th) day of August 2016, of its election not to renew or to renegotiate.

**MINUTES OF VILLAGE BOARD MEETING HELD January 24, 2012 continued.....page
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2. It is hereby mutually covenanted and agreed that the relationship of the Corps to the Village under this Agreement shall be that of an independent contractor and not a joint venture, agent or employer.
3. Nothing in this Agreement shall be construed, whether in whole or in part, as prohibiting the Corps from entering into any other contractual relationship whether with other municipalities or other organizations or entities.
4. In no event shall the Village be liable or responsible for any expense or liability of the Corps unless the Village has specifically agreed to be responsible or liable therefore in this Agreement or in a written resolution duly adopted by the Village Board.
5. The Corps is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Village.
6. This Agreement may be executed in counterparts, each of which shall constitute an original Agreement.
7. Any and all notices and payments required hereunder shall be addressed as follows, or to such address as may hereafter be designated in writing by either party hereto:

To Village:
Mayor

Village Of Brockport
49 State Street
Brockport, New York 13850

To Corps:
President, Board of Directors

Brockport Volunteer Ambulance Corps, Inc.
P.O. Box 242

Brockport, New York 14420

To Corps

Corporation Counsel:

Kevin G. Johnson, Esq.

Klafehn & Heise

13 Water Street

Brockport, New York 14420

- 7. Either party may terminate this Agreement if the other party breaches this Agreement provided the alleged breach has not been cured or corrected by said party within 30 (thirty) days of its receipt of a written notice specifying the breach.

**MINUTES OF VILLAGE BOARD MEETING HELD January 24, 2012 continued.....page
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- 8. No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any breach unless the waiver shall include same.
- 9. This Agreement shall be governed by the laws of the State of New York. The venue for the adjudication of any disputes concerning the terms of this Agreement shall be in Monroe County, New York.
- 10. In the event any part of this Agreement becomes unenforceable, illegal or otherwise improper, by virtue of change of law, regulation, protocol or fact, each party agrees to perform to the maximum extent allowable under the Agreement and to take all reasonable measures to modify this Agreement as expediently as possible to bring this Agreement, duly modified, into compliance with all federal, state and local laws, regulations and protocols.
- 11. This Agreement and all attached schedules constitute the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.

The Village of Brockport has caused its corporate seal to be affixed hereto and this Agreement to be signed by Maria Connie Castaneda, its Mayor, duly authorized to do so, and to be attested to by Leslie Ann Morelli, Village Clerk, and the said Brockport Volunteer Ambulance Corps, Inc. has caused its corporate seal to be affixed hereto and this Agreement to be signed by its President, the day and year first above written.

VILLAGE OF BROCKPORT

By: _____

Maria Connie Castaneda

Its Mayor

(SEAL OF THE VILLAGE OF BROCKPORT)

Attest:

LESLIE ANN MORELLI, Village Clerk

Brockport Volunteer Ambulance Corps, Inc.

By: _____

David E. Rice

Its President

(SEAL OF Brockport Volunteer
Ambulance Corps, Inc.)

SCHEDULE A

Brockport Volunteer Ambulance Corps, Inc.

SCHEDULE OF INSURANCE COVERAGE

General Liability

\$1,000,000 per occurrence

3,000,000 aggregate

Director & Officer

1,000,000 per occurrence

3,000,000 aggregate

Umbrella

5,000,000 per occurrence

10,000,000 annual aggregate

Business personal property

50,000 blanket

Emergency equipment

Guaranteed replacement cost

Automobile

1,000,000 bodily injury/property damage

150,000 personal injury protection (PIP)

Fidelity Bonding

100,000 general blanket

400,000 officer endorsement

Worker Compensation Coverage to be provided by New York State Insurance Fund

SCHEDULE B

Brockport Volunteer Ambulance Corps, Inc.

SCHEDULE OF VEHICLES

2397	Fly Car VIN: 1FMPV16L01LA49558	2001	Ford
2329	Ambulance VIN: 1FDWE35F92HA69005	2002	Braun
2339	Ambulance VIN: 1FDWE35P06HA88606	2006	Horton
2319	Ambulance VIN: 1GBJG316781207077	2008	Horton

SCHEDULE C

Brockport Volunteer Ambulance Corps, Inc.

SCHEDULE OF EQUIPMENT

Medtronic/Physio Control LifePak 12 cardiac monitor/defibrillator (three (3))

Medtronic/Physio Control LifePak 500 cardiac defibrillator (six (6))

Stryker MX Pro manual lift stretcher (two (2))

Stryker Power Pro XT hydraulic lift stretcher

Stryker Stair Pro stair chair (three(3))

Panasonic Toughbook laptop computers and accessories (four (4))

Miscellaneous personal protective clothing

Motorola CDM 1250 mobile radio unit and acc. (four (4))

Motorola HT 1000 portable radio units and acc. (ten (10))

Motorola vehicle charger units and acc. (four (4))

Hantech digital pagers (twenty (20))

Motorola audio pagers (twenty (20))

Laerdal Resusci Anne CPR manikin – adult (three (3))

Laerdal Resusci Anne CPR manikin – child (four (4))

Laerdal Resusci Anne CPR manikin – infant (four (4))

Laerdal airway management trainer

Laerdal IV management arm

Miscellaneous office furniture and equipment

Miscellaneous basic and advanced life support supplies and equipment

- o Approve and authorize Mayor to execute easement with SUNY re Kenyon Street –

→ Trustee Blackman moved, Trustee Hannan seconded, to approve and authorize the Mayor to execute the easement with SUNY re Kenyon Street.

Discussion:

Trustee Blackman said they had discussed at the October 25th meeting and the November work session the need for consideration from SUNY as to the lost CHIPS funding.

Village Attorney Leni concurred and that per Superintendent Donahue that currently equates to approximately \$1,000 per year in CHIPS funding. Asking for \$1,000 or \$1,500 per year is not unreasonable.

Trustee Blackman expressed concern of granting the easement prior to having this resolved. She said she wants it to happen for the sake of the SUNY project, but that there should be an MOU or agreement in writing as to the \$1,500 per year.

Village Attorney Leni said the annual payment would be for the actual conveyance of the property. This is just an easement for SUNY to be able to do their utility upgrade work. This work will benefit the

Village by lowering the cost of maintenance.

Trustee Blackman said 2 months have passed and SUNY hasn't gotten the dollar figure from the Village.

Trustee Hunsinger said SUNY knows it will be at least \$1,000 per year.

Village Attorney Leni said the Village is not yet turning over the property.

Trustee Blair said the easement gives SUNY the right to shut that portion of road down.

Trustee Blackman read a portion of the proposed easement.

Village Attorney Leni said at this point SUNY is looking for the easement. Conveyance with consideration is the next step. He needed the dollar figure from the Board first. SUNY won't commit to consideration until they hear back from the Village. There is no need to put a monkey wrench in their utility upgrade work.

Trustee Blair said he is concerned that there is no specified end time to the easement. Once the road is closed, it's closed.

Trustee Hunsinger concurred that it says "during construction".

Superintendent Donahue suggested putting a 12 month cap on it.

Village Attorney Leni said that is possible. He can ask for a timetable and will make them aware of the \$1,500 per year consideration requested.

Trustee Hannan said she has no concerns. This is an easement for utility work. They asked for the Village's dollar figure re consideration for conveyance.

→ Trustee Blackman moved, Trustee Hannan seconded, carried 5/0 to table.

- Attorney: status – review of CRC proposed amendments to Village Code Chapters 34, 36, 43, 46 – Village Attorney Leni reported that he has had an opportunity to review the amendments proposed by the Code Review Committee regarding Village Code Chapter 34 (Parking), 36 (Minimum Housing & Buildings Code, 43 (Signs), 46 Trees. He shared some of the sticking points or inconsistencies and said it would be appropriate for him to attend the next meeting of the Code Review Committee to go through them in detail.

Regarding Chapter 34, Village Attorney Leni said the parking lot permit program proposed is not permissible as it would require a special state law. Clerk Morelli shared that in surveying the other Village's in Monroe County, none of them offer parking permits for municipal lots. Village Attorney Leni said that it would not accomplish the intended purpose anyway. The Board may want to consider modifying the alternate parking schedule instead for the non-winter months. Superintendent Donahue said non-winter months remain a concern as sweeping still needs to take place, although not as frequently.

Audience member Christopher Martin shared that the other concern when the Village enacted the alternate parking was that of abandoned vehicles in municipal parking lots. Chief Varrenti said The Police Department can deal with abandoned vehicles through Vehicle and Traffic law.

Audience member Pam Ketchum said the Historic Preservation Board is working hard on the upper floors program to develop into residential housing. It will be hard to encourage development without parking.

Trustee Blackman said Geneseo has a permit program for municipal parking lots. Village Attorney Leni said they may have gotten State approval.

Village Attorney Leni asked the Board if they wish the measure of imprisonment (to issue arrest warrant) included putting some teeth into collection – to compel appearance.

Mayor Castañeda said if that will increase parking tickets getting paid.

Chief Varrenti said practically speaking his department doesn't have the staff time for such. Village Attorney Leni said he cannot see it executed, just authorized as incentive to pay.

limited to not parking at public parks unless using the park facilities, 6" or 12" from curb, (6" is the law), ticket prices, etc.

Chief Varrenti said our parking tickets are \$30 to \$60 and \$80 for handicap violation.

Regarding Chapter 36, Village Attorney Leni said the June 2012 referendum re Police Chief supervising the Code Enforcement Officer will change a few things with Chapter 36 and 59.

Regarding Chapter 43, Village Attorney Leni said roof sign definition is mission, temporary signs need a time limit, & omitted from general regulations are signs incidental to business, and keep in remove within 30 days. It is not made clear if Planning Board is also involved with the Historic Preservation Board in sign review. Existing non-conforming signs not require permit, offensive/obscene signs language could be a constitutional issue, golf course, country club was omitted, modify non-conforming provisions. Appeals do not go to Village Board; they go to Court through an Article 78. Variances go to ZBA. Is each week or each day a separate offense? All questions and details to review with CRC.

Regarding Chapter 46, Village Attorney Leni said only Village residents can be appointed as members, appointment by Mayor, subject to Board approval. Otherwise, a local law would need to be passed to expand membership outside Village limits. VM/T Giardino suggested a non-Village resident be considered ex-officio (non-voting). Village Attorney Leni said a quorum is majority not majority plus one. Clerk Morelli suggested an odd number of members like all other Boards and Committees to avoid tie votes. Village Attorney concurred.

Trustee Hannan said she is glad Village Attorney Leni will meet with the Code Review Committee. It is clear that some issues that simple really are not. She said she is glad he went over these with a fine tooth comb.

- Attorney: status – drafting proposed tax abatement component of upper loft apartments in historic district – Village Attorney Leni said he is working on this and referenced NYS Law urban renewal.

- Attorney: status – Sunflower Landing Sections 1 & 2 – accepting dedication of water mains, sanitary sewers, storm sewers, manholes, roadways, sidewalks & related infrastructure appurtenances – Village Attorney Leni said he has spoken with Village Engineer and that he will prepare a resolution for the February 14th meeting for the Board to call for a February 28th simple public hearing to accept dedication.

NEW BUSINESS:

- Approve and authorize Mayor to execute 2012 STOP-DWI contract with Monroe County – This year's STOP-DWI amount from the County will be \$10,569.34.

→ Trustee Hunsinger moved, Trustee Blair seconded, to approve and authorize the Mayor to execute the 2012 STOP-DWI contract with Monroe County.

VILLAGE BOARD REPORTS:

- Mayor M. Connie Castañeda
 - Correspondence from Garry Stone & Mayor's response – Mayor Castañeda referenced having received a letter from BCSD Superintendent Garry Stone and having forwarded it to the Village Board along with her response.

- Main Street and Park Avenue Lift Bridges – Mayor Castañeda shared that she, Trustee Hunsinger, VM/T Giardino and Department Heads met with NYS DOT representatives January 12th. NYS DOT shared that both lift bridges need repairs and they anticipate 3 weeks will be needed for each for a total of 6 weeks. They would close only one bridge at a time. Discussion took place on timing and which bridge is better to close at which time. The window is May 1st to November 1st. They are 2 different projects, but they must be done consecutively. Meeting attendees weighed in on their first thoughts. After further consideration and Board discussion, Board recommends starting work on the Park Avenue bridge May 7th for 3 weeks then Main Street Bridge for 3 weeks. NYS DOT will hold a public information meeting in the spring.

- Fire District – Mayor Castañeda shared that she attended the January 17th swearing in of Fire District Commissioners. The Commissioners have appointed James Sauberan as Commissioner & Chair, Charlie Sanford as Commissioner & Vice Chair, Debra Finkle Commissioner & Secretary, Larry Vaughan, Commissioner, Jarl Boyst as Commissioner. Harold

Mundy
will be Treasurer. Ray DiRaddo will be Attorney. Suburban News will be the official paper.

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Brockport Fire District

2012 Commissioner and Officer Meeting Dates

Location: Brockport Exempts Building
248 West Avenue
Brockport NY 14420

Time: 6:30 pm

Dates: 1st and 3rd Monday of every month with exceptions as noted

January	30
February	6
February	21 (Tuesday)
March	5
March	19
April	2
April	16
May	7
May	21
June	4
June	18
July	2
July	16
August	6
August	20
September	4 (Tuesday)
September	17
October	1
October	15
November	5
November	19
December	11 (Tuesday - Annual Elections)*

*Location of Annual Elections to be determined

Mayor Castañeda shared that she met at 5pm today with Supervisors and Counsel regarding the Fire District timetable. VM/T shared the financials with attendees. They are hoping to be up and running by July 1, 2012 as opposed to January 1, 2013.

- NYS GFOA Seminar – Mayor Castañeda shared that she, Trustee Blackman, Trustee Hannan and VM/T Giardino attended a training seminar January 19th entitled The Financial Responsibilities of Elected Officials: What You Need to Know. She said it was an important and timely topic.

- Monroe County Association of Villages – Mayor Castañeda commended all involved with the annual dinner meeting held January 21st. She thanked VM/T Giardino and Clerk Morelli for organizing it. She was glad Trustee Blackman and Trustee Blair attended. The Association is made up of the 10 Villages in Monroe County. This annual dinner meeting hosted 203 attendees. The Mayors of the 10 Villages meet every other month and share valuable information.

- Barry Street Park – consider renaming to honor a citizen – Mayor Castañeda read the following prepared statement into the record:

Few people know how we received \$64,000 to spend on the Barry Street Playground. I would like to give some background information about how the Village acquired this money. A man who moved to Lyman Street in the 1960's noticed unusual colors in the water that runs in the creek by his home. Alarmed, he registered a complaint with the Village. About 3 years later, a water pumping station was built by a factory located nearby, and the unusual colors of the water in the creek cleared up. They believed the problem was fixed.

Fast forward to the 1990's. This man noticed foul odors coming out of the creek. He did a lot of research about pollution and became very concerned about this problem. He called the NYSDEC, but after waiting a few more years, became frustrated, and contacted Erin Brockovich. She had her lawyer conduct a preliminary investigation, and concluded that a lawsuit against the companies that caused the pollution was in order.

The lawsuit finally produced a response from the polluters and then some measures were taken to clean up the contamination. Neighbors started to come to this man for advice about pollution in their **MINUTES OF VILLAGE BOARD MEETING HELD January 24, 2012 continued.....page 20**

neighborhood. This man helped them with the information he had accumulated over the years and the neighbors helped one another.

This man and his son did more research to determine the extent of the pollution. After studying many maps of the area, and using a metal detector, they were able to locate a lost manhole. They called the Village to inspect it. After the Village inspection, it was determined that the water in the manhole contained pollutants and that the pollution had extended to Oxford Street and across the canal to East Avenue.

As a result of this man's vigilance, hard work, and determination, the pollution was discovered and remediation is ongoing, even today.

This man never gave up over the years. He was not afraid to stand up against two large corporations. This man was instrumental in acquiring the money the Village has to restore the playground for the residents of the affected neighborhood.

This man has been an exemplary member of our community for many years. Among many other things, this man has served our community as follows:

- Volunteer Fire Department for 26 years.
- Fire Chief for 2 years.
- Assistant Fire Chief for 4 years.
- Captain, Lieutenant and Warden of the Fire Department.
- Volunteer at Nativity Church for 14 years.
- Volunteer with Little League Soccer for 4 years.
- Merit Badge Counselor for 4 years.

The name of this man is John Lessord. I propose to name the Barry Street Park/Playground in his honor, to show our gratitude for the many services he has provided to our community.

o Trustee Margaret B. Blackman

▪ Farmers Market – Trustee Blackman shared that she met with the Co-Managers January 17th. They reviewed the 2011 Farmers Market Rules and Regulations and will be recommending a few minor changes for 2012. One is the vendor fee from \$200 to \$250 per season and \$15 to \$20 per day. She will provide the proposed revisions for consideration at the February 14th Board meeting. The market will remain in its Market Street location for the Arts Festival.

▪ Film Appreciation Club - Trustee Blackman shared that a Town/Gown film appreciation club will be showing films on campus and possibly holding a film festival at The Strand.

▪ Historic Preservation Board - Trustee Blackman shared that she and Bill Andrews met with Historic Preservation Board Intern Jennifer Packard who is working on a narrative of historic properties and funding for the historic section of the Village website.

▪ Village Court - Trustee Blackman she FOILED NYS OSC for Town of Sweden Court dispositions of 2008 – 2011 and received over 1600 pages of a spreadsheet. She met with Trustee Hannan, Chief Varrenti and Intern who are looking at how Village ordinances are handled. As to collection of parking tickets, she is doing some research, has met with Sweden Court's Judge Connors and will have a proposal at the next meeting for getting the services of a collections agency.

o Trustee Kent R. Blair

▪ Mayor's Letter to Union Presidents – Trustee Blair asked Mayor Castañeda if she had a response yet from CSEA President as to her recent correspondence. She read the response from Stetson Club President into the record, and he suggests she do the same re CSEA. Mayor Castañeda said she had not yet received a response. Clerk Morelli said the CSEA President just returned from being out for a couple of weeks. She reminded him that a response was requested.

o Trustee Carol L. Hannan

- Ad Hoc Housing Committee – Trustee Hannan shared that the photo survey and the social history work continues. Arthur Woodward of Flower City Habitat visited and some empty houses were identified as possibility for rehabilitation.

- GBDC's 60 Clinton Street - Trustee Hannan said she met with GBDC officers, their Engineer Labella Associates, NYS DEC reps and DPW Superintendent Donahue regarding the possible bio cell remediation project. She asked that this be placed on the February 7th work session agenda. Mayor Castañeda said GBDC Officers have already agreed to attend that work session.

MINUTES OF VILLAGE BOARD MEETING HELD January 24, 2012 continued.....page 21

- Trustee Scott W. Hunsinger
 - Department Heads – Trustee Hunsinger thanked the Department Heads for staying through the meeting even though dismissed at 8pm by the Mayor. He said their input is valuable and it is nice to have them at the entire meeting.

ADJOURNMENT:

→ At 9:40pm, Trustee Hunsinger moved, Trustee Blair seconded, carried 5/0 that the meeting be adjourned.

Leslie Ann Morelli, Village Clerk