

## 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, October 17, 2016 7:00pm

Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:** (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 / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
- **GUESTS:**
  - Tyler Dawson, Brockport Stetson Club – request fireworks ok in conjunction with 12/4/16 holiday parade
  - Amy Curran, marketing executive - CGI Communications – re updates to video intro to the Village
- **CONSENSUS ITEMS:**
  - Approval of minutes – 10/3/16 & 10/6/16
  - Approval of bills to be paid
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    - Tax collection update
    - Annual Medicare notices to retirees over age 65
- **DEPARTMENT REPORTS:** (VB meeting the 3<sup>rd</sup> Monday of each month)
  - Treasurer – Treasurer Daniel P. Hendricks
    - Financial reports for period ending 9/30/16
    - Budget Amendments and/or Transfers (if any)
  - Building / Zoning / Code Enforcement – BI/CEO David J. Miller, Jr.
    -
  - Police – Police Chief Daniel P. Varrenti (Lt. Mark T. Cuzzupoli to sub)
    - Line #3120.2010 Police Vehicles
    - Speed limit enforcement
    - BPD Facebook page
  - Public Works – Superintendent Harry G. Donahue (excused – at NYCOM PW training)
    -
  - Village Attorney – Daniel J. Mastrella, Esq.
    -
- **PERSONNEL ITEMS:**
  - Full time 35 hour/week clerks (4) – authorize up to 40 hour/week only when necessary (i.e. long court session or evening meeting – as not eligible for comp time or overtime)
  - Consider authorizing adding one full time DPW Laborer
- **OLD or NEW BUSINESS:**
  - Authorize replacing the Bobcat on the annual buyback program
  - Monroe Ave sanitary sewer replacement project – to be awarded \$80,894 in CDBG funds
    - Accept & authorize Mayor to sign engineering services proposal
  - Approve TAP grant resolution
  - Accept & authorize Mayor to sign Danforth Energy Performance Contract
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
    -
  - Trustee/Deputy Mayor William G. Andrews
    -
  - Trustee Annette M. Crane
    -
  - Trustee Katherine J. Kristansen
    -
  - Trustee John D. LaPierre
    -
- **EXECUTIVE SESSION (if needed)**
- **ADJOURNMENT**
  - Upcoming:
    - ❖ Village Board work session: 7pm Monday, 10/24 (w/ Department Heads & Assemblyman Hawley)
    - ❖ Village Board meeting: 7pm Monday, 11/7
    - ❖ Village Hall closed for holiday: Friday, 11/11
    - ❖ Village Board meeting: 7pm Monday, 11/21 (w/ Attorney & Treasurer & Department Heads)
    - ❖ Village Hall closed for holiday: at 12:30pm Wednesday, 11/23, Thursday, 11/24, Friday, 11/25
    - ❖ Village Board work session: 7pm Monday, 11/28

## 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.

**2016 VILLAGE TAX COLLECTION (6/01/16 – 10/31/16) - Leslie's log**  
**TOTAL WARRANT: \$2,656,815.92 (\$2,651,216 taxes & \$5,599.92 relevies)**  
**# of parcels: 1,767 (1,684 tax bills – 824 bank coded & 860 not)**

**As of 10/13/16:**

**POSTED TO TSL:**

Taxes = \$2,561,697.76 = 96%

Penalty = \$5,678.77

= Total taxes & penalty collected = \$2,567,376.53

Parcels so far paid in full = 1,619

Paid by mail = 1,111 of 1,920 = 58%

Paid in person = 809 of 1,920 = 42%

Paid in full = 1,324 of 1,920 = 69%

Paid in installment = 596 of 1,920 = 31%

Credited "approved petition" = \$1,060.99 (Bill #1662 - Time Warner – 6/8  
since they are paid through franchise fees)

COMIDA OR PILOT – (General Fund deposit slip, not property taxes deposit slip)

Belmont Management (Park Place) \$16,800.00 – billed 6/8 – due 8/1 – paid 6/20/16

Belmont Management (Village Centre) \$18,262.68 – billed 6/8 – due 8/1 – paid 6/20/16

Bettina Properties (375 West Avenue) \$5,230.89 – billed 6/8 – due 8/1 – paid 6/16/16



# VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420  
Telephone (585) 637-5300 · Fax (585) 637-1045  
Website: [www.brockportny.org](http://www.brockportny.org)

*The Victorian Village on the Erie Canal  
Preserve America Community  
Listed on the State and National Registers of Historic Places  
Certified Local Government  
Tree City USA Community  
Erie Canalway Heritage Award of Excellence  
Climate Smart Community*

**TO:** Village of Brockport Retirees on Medicare

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

**RE:** Required Annual Notice

**DATE:** October 12, 2016

Employers are required to send participants (retirees) on Medicare either a Notice of Creditable Coverage or a Notice of Non-Creditable Coverage, whichever is applicable by October 14<sup>th</sup> of each year. The Medicare Modernization Act (MMA) requires employers whose policies include prescription drug coverage to notify Medicare eligible policyholders whether their prescription drug coverage is creditable coverage. That means that the coverage is expected to pay on average as much as the standard Medicare prescription drug coverage.

The policy you are on through the Village of Brockport, MVP Gold, **IS** creditable coverage. Please find the Notice of Creditable Coverage attached.

**No action is required on your part.** Simply review the correspondence and file it with your records.

## **Important Notice from the Village of Brockport About Your Prescription Drug Coverage and Medicare**

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with MVP Gold through the Village of Brockport and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

- 1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.**
- 2. The Broker of Record for the Village of Brockport has determined that the prescription drug coverage offered by MVP Gold through the Village of Brockport is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.**

---

### **When Can You Join A Medicare Drug Plan?**

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15<sup>th</sup> to December 7<sup>th</sup>.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

## **What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?**

If you decide to join a Medicare drug plan, your current MVP Gold coverage through the Village of Brockport may be affected. See pages 7 – 9 of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible Individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.]

If you do decide to join a Medicare drug plan and drop your current MVP Gold coverage through the Village of Brockport, be aware that you and your dependents may or may not be able to get this coverage back.

## **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?**

You should also know that if you drop or lose your current coverage with MVP Gold through the Village of Brockport and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

## **For More Information About This Notice Or Your Current Prescription Drug Coverage...**

Contact the person listed at the end of this letter if you need further information.

**NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through the Village of Brockport changes. You also may request a copy of this notice at any time.



# VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420  
Telephone (585) 637-5300 · Fax (585) 637-1045  
Website: [www.brockportny.org](http://www.brockportny.org)

*The Victorian Village on the Erie Canal  
Preserve America Community  
Listed on the State and National Registers of Historic Places  
Certified Local Government  
Tree City USA Community  
Erie Canalway Heritage Award of Excellence  
Climate Smart Community*

**TO:** Village of Brockport Retirees on Medicare  
**FROM:** Leslie Ann Morelli, Village Clerk   
**RE:** MVP Preferred Gold 2017 plan description and rates  
**DATE:** October 12, 2016

The Village received the description and rates for the MVP Preferred Gold plan for participants (retirees and/or their spouses) on Medicare. Please find it enclosed. The rate is going from \$299.50 per person per month to \$353.30 per person per month. Plan changes for 2017 are minimal and as follows:

- Tier 4 Rx from \$90 to 50%
- Only OneTouch, Precision and Freestyle diabetic test strips will be covered. These preferred brands will be covered at 100%. Other brands will not be covered without a prior authorization. There will be a 10% coinsurance for other Medicare covered diabetic supplies.
- Health Dollars changes from \$100 annual allowance for healthy/educational activities to \$75 prepaid card for completing select preventative services.

For those that contribute to the premiums, monthly payment coupons will be forthcoming in December.

**No action is required on your part.** Simply review the correspondence and file it with your records.

MVP Health Plan, Inc.  
**Preferred GOLD HMO-POS 2017**  
 Group Customer Quote



**Customer Name:** Village of Brockport  
**Customer Number:** 703786 0002  
**Contract Period:** 1/1/2017 thru 12/31/2017  
**Region:** West

<b>Product Description and Rates:</b>	
<b>MVP PRODUCT HG130070 / RHG0133X</b>	
<b>BASE PLAN MC030GR</b>	
PCP Office Visits	\$10
Specialist Office Visits	\$15
Hospital Inpatient Copay	\$0
Emergency Room	\$65
Skilled Nursing Facility Copay	\$0 days 1-20; \$135/day days 21-100
Eyewear	\$100 Allowance /2 years
Hearing Aids	Not Covered
Dental	Not Covered
<b>Attached Riders:</b>	
Pharmacy Rider	RX: \$0/10/35/50%/33%/0; Tiers 1 & 6 & mandated coverage through donut hole
Copay Change Rider	COPAY BUY UP RIDER(from Bid FFS to BUY UP) - WEST (w/RX)
Eyewear	Eyewear \$100 Allowance/2years
Hearing Aids	Not Covered
Dental Rider	Not Covered
<b>Contingencies:</b>	
Group Retiree members must be enrolled in Medicare Part A and Part B to be eligible to join MVP Medicare Advantage Plans.	
Employer must contribute a minimum of 80% of the member premium.	
Minimum requirement of 3 enrolled contracts.	
<b>Rates per Subscriber per Month</b>	<b>\$353.30</b>

~ These rates are approved and guaranteed for the period 1/1/2017 through 12/31/2017 ~

**Rates must be accepted no later than November 30, 2016**

LESLIE ANN MORELL 10/16/16  
 Name of Group Representative Date  
 Leslie Ann Morell, Brockport Village Clerk  
 Signature of Group Representative

VILLAGE OF BROCKPORT  
 49 State Street  
 Brockport, NY 14420



Preferred Gold HMO-POS - Buy-Up  
with Part D Prescription Drug  
Employer Group 2017 Benefits

BENEFITS		YOU PAY
<b>DOCTOR VISITS</b>		
Primary Care		\$10
Specialist		\$15
Chiropractor		\$15
Allergy Injection (allergy serum covered)		\$10 Primary Care; \$15 Specialist
Acupuncture (10 visits)		50%
<b>PREVENTIVE CARE</b>		
Annual Wellness Exam		Covered in full
Medicare-covered screenings – mammogram, prostate, Pap tests, bone mass measurement		Covered in full (Office visit copay may apply)
Pneumonia and Flu Shots		Covered in full (Office visit copay may apply)
<b>HOSPITAL SERVICES</b>		
Inpatient Acute Hospital Stays Inpatient Mental Health Care (190 days per lifetime)		\$0 per stay
Observation Stays		Covered in full
<b>OUTPATIENT SERVICES</b>		
Ambulatory Surgical Center – same day surgery & other services		Covered in full
Outpatient Hospital – same day surgery & other services		Covered in full
Home Health Services		Covered in full
Hospice		Covered by Medicare
<b>EMERGENCY CARE</b>		
Emergency Room Care – worldwide coverage		\$65
Urgently Needed Care – worldwide coverage		\$15
Ambulance Transportation		\$50 (per use)
<b>DIAGNOSTIC SERVICES – office visit copay may apply</b>		
X-rays (Radiology)		\$15
Lab Tests		\$0
CT Scans, PET Scans, MRIs, Nuclear Medicine		\$15
<b>REHABILITATION</b>		
Skilled Nursing Facility		\$0 each day, days 1-20; \$135 each day, days 21-100
Physical, Occupational, and Speech Therapy (therapy caps apply)		\$15
<b>OUT-OF-NETWORK AND TRAVEL COVERAGE (POS)</b>		
Care from providers (doctors, hospitals and other facilities) that are not part of MVP's network. (Not all services are covered out of network.)		No Deductible. Member pays 30%. \$5000 maximum annual benefit.

MEMBER PROTECTION		YOU PAY
Maximum Annual Out-of-Pocket Protection – In and Out of Network (Excludes: Part D costs, acupuncture, eyewear, hearing aids and dental if applicable)		\$4000

BENEFITS		YOU PAY
<b>ADDITIONAL COVERAGE</b>		
Diabetic Glucose Strips – must be preferred brands *		0%
Other Diabetic Supplies		10%
Durable Medical Equipment (DME)		20%
Prosthetic Devices – such as artificial limbs, braces		20%
Part B Drugs (including chemotherapy)		\$15
Radiation Therapy		0%
Outpatient Dialysis		\$0
Eyewear Allowance Hearing Aid Allowance	\$100 eyewear allowance every two years TruHearing® hearing aid discounts	

ENHANCED PRESCRIPTION DRUG COVERAGE		
Initial Coverage Stage	Retail Pharmacy (30 day supply)	Mail Order (up to a 90 day supply)
Tier 1 – Preferred generic drugs	\$0 copayment	\$0 copayment
Tier 2 – Generic drugs	\$10 copayment	\$20 copayment
Tier 3 – Preferred brand-name drugs	\$35 copayment	\$70 copayment
Tier 4 – Non-preferred drugs	50% coinsurance	50% coinsurance
Tier 5 – Specialty drugs	33% coinsurance	Not Available
Tier 6 – Select vaccines	\$0 copayment	Not Available
<b>Coverage Gap Stage</b>	If your total drug costs (paid by both you and MVP Health Plan, Inc.) reach \$3,700, you will pay 51% for generic drugs, 40% for Medicare-contracted Brand-name drugs, and 100% of the drug cost for Non-Medicare-contracted Brand-name drugs. You will continue to pay \$0 for Tier 1 and 6 drugs.	
<b>Catastrophic Coverage Stage</b>	When you have paid \$4,950 out of pocket, your cost for prescriptions is reduced to 5% or \$3.30 for generics and \$8.25 for all other drugs, whichever is greater.	
<b>Additional Coverage</b>	Non-Part D drugs are not covered.	

WELL-BEING PROGRAMS	
24 Hour Nurse Line	Nurse available 24 hours per day, 7 days per week to answer health questions via telephone or email.
Wellness Rewards	\$75 gift card when certain preventive services are completed.
The SilverSneakers® Fitness Program	Free fitness center membership benefits at a participating fitness center near you, including use of equipment and other amenities.

### Exclusions & Non-covered Services

Neither MVP nor Original Medicare will pay for certain items or services, including cosmetic surgery, custodial care, and experimental procedures and items. For a complete list of excluded services, refer to your Evidence of Coverage (your contract). Unless expressly indicated in the contract, all non-medically necessary services are not covered. Even if you receive the services at an emergency facility, the excluded services are still not covered.

This information is a brief summary, not a comprehensive description of benefits. For more information, refer to your Evidence of Coverage (your contract).

**Village of Brockport**

**Statement of Actual & Estimated Revenues - General Fund**

Statement of Actual & Estimated Revenue

Village of Brockport  
For Period Ending 9/30/2016  
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A0599.0000					
Appropriated Fund Balance	275,000.00			275,000.00	
A1001.0000					
Real Property Taxes	2,651,216.00		2,649,255.16	1,960.84	99.93
A1081.0000					
In-Lieu-Of Taxes	13,330.00		40,293.57	26,963.57-	302.28
A1090.0000					
Int & Penalties on Taxes	12,000.00	1,494.73	4,496.70	7,503.30	37.47
A1120.0000					
County Sales Tax	1,580,000.00		154,847.50	1,425,152.50	9.80
A1130.0000					
Utility Gross Receipts Tax	75,000.00	12,969.26	29,497.81	45,502.19	39.33
A1170.0000					
Franchise Tax	75,000.00			75,000.00	
A1230.0000					
Clerk/Treasurer Fees	1,250.00	200.00	840.00	410.00	67.20
A1520.0000					
Police Fees	500.00	45.00	150.00	350.00	30.00
A1560.0000					
Safety Inspections	20,000.00	1,355.00	15,585.00	4,415.00	77.93
A1710.0000					
Public Works Services	3,000.00	5,293.87	9,596.70	6,596.70-	319.89
A1789.0000					
Docking Fees	3,500.00	830.00	3,953.00	453.00-	112.94
A2089.0000					
Farmers Market Fees	2,500.00	800.00	3,560.00	1,060.00-	142.40
A2110.0000					
Zoning Fees	1,500.00		245.00	1,255.00	16.33
A2115.0000					
Planning Fees	600.00	70.00	440.00	160.00	73.33
A2389.3000					
Monroe County - DWI	15,130.00	7,433.36	8,844.03	6,285.97	58.45
A2389.4010					
Livingston County - Gateway Mural Reven		7,000.00	7,000.00	7,000.00-	
A2389.8000					
Monroe Ctny-CD Block Grants			34,750.00	34,750.00-	
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00		5,000.00		100.00
A2401.0000					
Interest & Earnings	1,000.00	180.46	688.48	311.52	68.85
A2545.0000					
Bus / Occupation License	40,000.00	33,056.00	41,319.92	1,319.92-	103.30
A2590.0000					
Permits	5,000.00	250.00	3,250.00	1,750.00	65.00
A2610.0000					
Fines & Forfeitures	100,000.00		13,350.50	86,649.50	13.35
A2650.0000					
Scrap Sales	1,000.00		842.00	158.00	84.20
A2655.0000					
Minor Sales	3,500.00			3,500.00	
A2655.0001					
Minor Sales - Museum (Adopt A Picture)			573.00	573.00-	
A2680.0000					
Insurance Recoveries	6,500.00			6,500.00	
A2690.0000					
Other Comp - Reimbursement	2,500.00		3,899.00	1,399.00-	155.96
A2701.0000					
Refund of P/Y Exp	44,600.00		448.84	44,151.16	1.01
A2705.0000					
Gifts & Donations	1,495.00		1,595.00	100.00-	106.69
A2770.0000					
Other Unclassified	2,000.00			2,000.00	

**Statement of Actual & Estimated Revenue**

Village of Brockport  
 For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A3001.0000 State Aid - AIM	120,000.00			120,000.00	
A3005.0000 State Aid-Mortgage Tax	25,000.00	119,099.00	145,546.72	120,546.72-	582.19
A3089.7000 State Aid - Other	4,400.00	5,876.00	5,876.00	1,476.00-	133.55
A3089.7001 State Aid, CHIPS	84,291.00			84,291.00	
A9999.0000 Acct for Exp.Transfers		831.40	831.40	831.40-	
<b>Report Totals</b>	<b>5,175,812.00</b>	<b>196,784.08</b>	<b>3,186,575.33</b>	<b>1,989,236.67</b>	<b>61.57</b>

**Village of Brockport**

**Statement of Expenditures, Encumbrances & Appropriations - General Fund**

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1010.1000							
Trustees-Personal Services	13,777.00	8,416.75	11,860.75			1,916.25	86.09
A1010.4000							
Trustees-Contractual Expenses	36,000.00		18,000.00			18,000.00	50.00
A1010.4030							
Trustees-Conference Exp	2,000.00					2,000.00	
A1010.4031							
Publications	1,750.00					1,750.00	
A1010.4090							
Trustees-Miscellaneous	250.00					250.00	
A1110.1000							
Court - Personnel Services	72,254.00		19,511.75			52,742.25	27.00
A1110.2000							
Court - Equipment	1,000.00					1,000.00	
A1110.4000							
Court - Contractual Services	6,500.00	285.02	2,841.18			3,658.82	43.71
A1110.4010							
Court - Bldg. Renovations		18.14	18.14			18.14-	
A1110.4060							
Court - Postage	1,250.00					1,250.00	
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	3,289.00			6,578.00	33.33
A1210.4000							
Mayor-Contractual Expenses	100.00					100.00	
A1210.4010							
Mayor-Telephone	1,500.00	132.33	529.51			970.49	35.30
A1210.4050							
Mayor-Conference Exp	1,500.00					1,500.00	
A1210.4090							
Mayor-Miscellaneous	50.00					50.00	
A1320.4000							
Auditor-Contractual Expenses	11,300.00					11,300.00	
A1325.1000							
Clrk/Treas-Personal Services	146,434.00	9,845.55	40,133.92			106,300.08	27.41
A1325.4000							
Clrk/Treas-Total Contractual Expense	2,200.00	25.00	200.00			2,000.00	9.09
A1325.4010							
Clrk/Treas-Telephone	8,000.00	330.83	1,323.84			6,676.16	16.55
A1325.4020							
Clrk/Treas-Office Supplies	4,750.00	38.36	1,417.80			3,332.20	29.85
A1325.4030							
Clrk/Treas-Computer Supplies	11,000.00	9,805.84	9,805.84		300.00	894.16	91.87
A1325.4050							

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Clrk/Treas-Membership Fees	700.00		90.00			610.00	12.86
A1325.4060							
Clrk/Treas-Postage	7,000.00	1,000.00	2,996.08			4,003.92	42.80
A1325.4070							
Clrk/Treas-Copier Expenses	5,000.00	472.64	1,580.29			3,419.71	31.61
A1325.4080							
Clrk/Treas-Payroll Expense	4,750.00	408.20	1,559.14			3,190.86	32.82
A1325.4090							
Clrk/Treas-Miscellaneous	5,000.00		4,663.25			336.75	93.27
A1325.4100							
Clrk/Treas - Publications	4,500.00	176.00	1,926.07			2,573.93	42.80
A1325.4110							
Clrk/Treas-Training	2,500.00	391.91	930.91			1,569.09	37.24
A1325.4120							
Clrk/Treas-Tax Bill Processing	2,000.00		1,639.97			360.03	82.00
A1420.4000							
Law-Total Contractual Expenses	50,000.00		109.24			49,890.76	0.22
A1440.4000							
Engineer-Total Contractual Expense	5,000.00		231.00			4,769.00	4.62
A1450.4010							
Elections-Inspector Salaries	1,150.00		1,100.00			50.00	95.65
A1450.4020							
Elections-Legal Notice Publication	300.00	46.40	237.10			62.90	79.03
A1450.4030							
Elections-Supplies	400.00		1,480.05			1,080.05-	370.01
A1490.1000							
Pub Wrks Admin-Total Personal Ser	133,550.00	6,495.84	29,519.20			104,030.80	22.10
A1490.4020							
Pub Wrks Admin-Conference Exp	1,200.00					1,200.00	
A1490.4030							
Office Supplies/Postage	900.00		147.60			752.40	16.40
A1490.4040							
Permits, Licenses, Fees	300.00	199.00	199.00			101.00	66.33
A1490.4090							
Pub Wrks Admin-Miscellaneous	300.00	8.99	53.99			246.01	18.00
A1620.4020							
Natural Gas-DPW	6,000.00	27.94	246.72			5,753.28	4.11
A1620.4021							
Bldgs-Gas 1 Clinton Street	1,500.00	19.05	106.29			1,393.71	7.09
A1620.4022							
Bldgs-Gas 49 State Street	2,000.00	31.48	182.29			1,817.71	9.11
A1620.4030							
Electric-DPW	9,300.00	493.17	1,973.35			7,326.65	21.22

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 9/30/2016  
Selecting on FUND from A to A

ACCOUNT	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1620.4031						
Bldgs-Electric-1 Clinton Street	1,265.35	4,775.05			10,224.95	31.83
A1620.4032						
Bldgs-Electric-49 State Street	683.53	2,336.26			3,663.74	38.94
A1620.4034						
Elec- Main St Sign	21.23	84.92			215.08	28.31
A1620.4050						
Bldgs-Janitorial Supplies	120.00	508.64			241.36	67.82
A1620.4051						
Bldgs-Janitor Supplies- Clinton St	385.32	1,285.32			3,714.68	25.71
A1620.4052						
Bldgs-Janitor Supplies-State Street	230.39	903.43			4,096.57	18.07
A1620.4060				17,140.00	4,093.74	83.95
Bldgs-Repair Items	318.38	4,266.26				
A1620.4070						
Telephone - DPW	111.88	447.64			1,352.36	24.87
A1620.4090						
Bldgs-Miscellaneous	21.11	3,254.46			455.54	87.72
A1640.4000						
Central Garage- Contractual Expens	1,000.00	2,500.00			750.00-	142.86
A1640.4010						
Fasteners	82.53	192.35			807.65	19.24
A1640.4020						
Auto -Electrical					650.00	
A1640.4040						
Tools	269.95	395.69			604.31	39.57
A1640.4050						
Welding Supplies	500.00	136.52			363.48	27.30
A1640.4060						
Fuel Additives/Oil	2,875.00	435.00			2,440.00	15.13
A1640.4061						
Oil Expenditures (Not Fuel Oil)	500.00				500.00	
A1640.4070						
Shop Supplies	208.90	351.57			2,148.43	14.06
A1640.4080						
Hydraulic Supplies	160.56	426.87			73.13	85.37
A1640.4090						
Miscellaneous	149.57	619.79			4,305.21	12.58
A1670.4000						
Central Mailing		909.18			1,090.82	45.46
A1680.2000						
IT Hardware Software	2,000.00				2,500.00	
A1680.4000						

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
IT Hardware Software	14,000.00	2,242.05	5,642.05			8,357.95	40.30
A1910.4000 Unallocated Insurance	47,000.00		45,307.65			1,692.35	96.40
A1920.4000 Municipal-Membership Dues	5,200.00		3,840.00			1,360.00	73.85
A1950.4000 Taxes on Village Property	1,300.00					1,300.00	
A1990.4000 Contingency-Allocation Only	100,000.00					100,000.00	
A3120.1000 Police-Total Personal Services	1,096,965.00	82,557.33	340,499.08			756,465.92	31.04
A3120.1040 Police-Crossing Guards	13,465.00		1,187.88			12,277.12	8.82
A3120.1055 Police-Secretaries P/T	60,046.00	4,464.00	18,012.00			42,034.00	30.00
A3120.1060 Overtime	100,000.00	9,767.02	36,924.63			63,075.37	36.92
A3120.2010 Police-Vehicles	26,500.00					26,500.00	
A3120.2020 Police-Firearms	2,700.00					2,700.00	
A3120.2040 Police-Office Furniture/Equip	2,000.00		1,180.55			819.45	59.03
A3120.2051 Police-Computer Software	8,000.00					8,000.00	
A3120.4000 Police-Total Contractual	4,000.00					4,000.00	
A3120.4001 Police - Insurance Law Enforcement	17,350.00		17,350.00				100.00
A3120.4010 Police-Telephone	10,200.00	829.82	3,309.58			6,890.42	32.45
A3120.4020 Police-Office Supplies/Postage	3,500.00	94.49	204.18			3,295.82	5.83
A3120.4030 Police-Fleet Maintenance	3,300.00	199.71	950.76		424.09	1,925.15	41.66
A3120.4031 Police-Fleet Repairs	1,500.00	653.56	993.58			506.42	66.24
A3120.4032 Police-Fleet Supplies & Equip	12,200.00					12,200.00	
A3120.4040 Police-Fuel	15,000.00					15,000.00	
A3120.4060 Police-Maintenance Contracts	6,000.00	185.00	1,180.07		5,000.00	180.07-	103.00

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4065							
Office Equip Lease/Rental	7,400.00	345.43	1,656.40			5,743.60	22.38
A3120.4080							
Police-Quarter Master Unit	8,000.00	1,825.75	3,694.27		888.00	3,417.73	57.28
A3120.4090							
Police-Miscellaneous	2,000.00		46.10			1,953.90	2.31
A3120.4100							
Affiliations	250.00					250.00	
A3120.4105							
Training, School, Conferences	1,000.00					1,000.00	
A3120.4110							
Police-Publications	600.00	119.95	119.95		98.00	382.05	36.33
A3120.4120							
Police-Supplies/Life Safety Supplies	12,300.00	7,874.92	7,896.90			4,403.10	64.20
A3120.4130							
Police-Computer Supplies	1,000.00		239.35			760.65	23.94
A3120.4140							
Police-Medical/Psychological	850.00					850.00	
A3120.4150							
Police-Special Enforcement	4,300.00	1,846.00	1,846.00			2,454.00	42.93
A3120.4155							
Police- STOP DWI	15,130.00	1,272.62	2,643.51			12,486.49	17.47
A3120.4160							
Police-Bike Patrol	500.00		135.00			365.00	27.00
A3120.4165							
Police - Traffic Safety Grant	4,400.00	736.53	736.53			3,663.47	16.74
A3120.4170							
Police-Explorer Post	1,000.00					1,000.00	
A3120.4175							
Police - Monroe County "Crackdown"	7,445.00	1,534.57	1,534.57			5,910.43	20.61
A3120.4176							
Impact Tools Grant		248.48	248.48			248.48-	
A3120.4180							
Police-Community Service	300.00					300.00	
A3120.4220							
Police-Special Events	250.00					250.00	
A3120.4230							
Police-NYS Accreditation	50.00					50.00	
A3120.4240							
Police-Less Lethal Training Equip	1,100.00					1,100.00	
A3310.4010							
Traffic Control-Signal	600.00	48.12	146.39			453.61	24.40
A3310.4020							

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Traffic Control-Paint	1,500.00		223.01			1,276.99	14.87
A3310.4030							
Traffic Control-Signs	2,500.00	141.36	623.61			1,876.39	24.94
A3310.4040							
Traffic Control-Channels & Posts	1,300.00		923.52			376.48	71.04
A3310.4090							
Traffic Control-Miscellaneous	400.00		124.12			275.88	31.03
A3620.1000							
Safety Insp-Total Personal Services	124,747.00	9,221.87	37,133.50			87,613.50	29.77
A3620.2000							
Safety Insp-Equipment	3,000.00		2,499.95			500.05	83.33
A3620.4010							
Cellular/Telephone	1,500.00	132.10	532.44			967.56	35.50
A3620.4020							
Training	3,500.00	99.25	397.15			3,102.85	11.35
A3620.4030							
Safety Insp-Computer Supplies	500.00		109.23			390.77	21.85
A3620.4040							
Fuel	1,800.00					1,800.00	
A3620.4050							
Association Dues	350.00		24.00			326.00	6.86
A3620.4080							
Safety Insp-Uniforms	1,800.00					1,800.00	
A3620.4090							
Miscellaneous	2,000.00	167.86	356.86			1,643.14	17.84
A3620.4200							
Postage	2,000.00					2,000.00	
A3620.4210							
Vehicle Maintenance	450.00					450.00	
A5110.1000							
Str Maint-Total Personal Services	534,902.00	47,578.65	212,717.97			322,184.03	39.77
A5110.2080							
Str Maint-Other Equip-Over \$10,000	90,250.00		84,726.46			5,523.54	93.88
A5110.4000							
Str Maint-Total Contractual Expense	100.00					100.00	
A5110.4010							
Str Maint-Telephone	1,500.00	151.81	615.99			884.01	41.07
A5110.4041							
Str Maint-Diesel Fuel	25,000.00					25,000.00	
A5110.4042							
Str Maint-Regular Fuel	19,000.00	5,826.91	13,791.57			5,208.43	72.59
A5110.4050							
Str Maint-Tools	900.00		625.70			274.30	69.52

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5110.4060							
Str Maint-Stone	3,000.00					3,000.00	
A5110.4070							
Str Maint-Asphalt	80,000.00	5,896.65	23,156.54			56,843.46	28.95
A5110.4080							
Str Maint-Uniforms	3,500.00				500.00	3,000.00	14.29
A5110.4085							
Str Maint-Shoes/Boots	1,800.00	200.00	555.20			1,244.80	30.84
A5110.4090							
Str Maint-Miscellaneous	4,000.00	142.73	709.29			3,290.71	17.73
A5110.4100							
Str Maint-Equipment Parts	5,800.00	691.86	1,718.62		1,653.00	2,428.38	58.13
A5110.4110							
Str Maint-Truck Parts	14,000.00	2,151.29	6,892.51			7,107.49	49.23
A5110.4130							
Str Maint-Physicals/Drug Testing	800.00		200.00			600.00	25.00
A5110.4140							
Str Maint-Buildings	1,200.00					1,200.00	
A5110.4150							
Str Maint-Concrete	2,200.00		286.20			1,913.80	13.01
A5110.4160							
Str Maint-Fill Material	100.00					100.00	
A5110.4165							
Str Maint-Top Soil	1,000.00	468.00	612.00			388.00	61.20
A5110.4170							
Str Maint-Shop Supplies	500.00		69.91			430.09	13.98
A5110.4180							
Str Maint-Training/Travel	200.00					200.00	
A5110.4190							
Str Maint-Grass Seed	500.00					500.00	
A5110.4200							
Str Maint-Publications	150.00					150.00	
A5110.4210							
Str Maint-Manholes & Covers	1,000.00					1,000.00	
A5110.4220							
Str Maint-Office Supplies	100.00	33.99	72.93			27.07	72.93
A5110.4230							
Str Maint-Equip Rental	100.00					100.00	
A5112.2000							
CHIPS Work	84,291.00	26,619.38	56,364.45			27,926.55	66.87
A5142.2000							
Snow Plowing-Equipment-Plows	7,000.00					7,000.00	
A5142.4010							

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 9/30/2016  
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Snow Plowing-Salt	32,000.00					32,000.00	
A5142.4015							
Snow Plowing-Deicer	6,000.00					6,000.00	
A5142.4030							
Snow Plowing-Plow Parts	5,000.00					5,000.00	
A5142.4090							
Snow Plowing-Contractual Expenses	200.00					200.00	
A5182.4010							
Street Lighting-Electricity	92,000.00	7,558.16	22,364.46			69,635.54	24.31
A5182.4030							
Street Lighting-Repairs	1,000.00		93.83			906.17	9.38
A5182.4040							
Street Lighting-Parts	1,500.00		144.00			1,356.00	9.60
A5182.4090							
Street Lighting-Contractual Expenses	100.00					100.00	
A5410.4010							
Sidewalks-Concrete	10,000.00	915.00	2,141.40			7,858.60	21.41
A5410.4020							
Sidewalks-Stone	600.00					600.00	
A5410.4090							
Sidewalks-Contractual Expenses-Mis	500.00		351.85			148.15	70.37
A5650.4020							
Paint	200.00		49.82			150.18	24.91
A5650.4030							
Signs	200.00					200.00	
A5650.4040							
Posts	200.00					200.00	
A6410.4000							
Economic Development	6,500.00		3,267.56			3,232.44	50.27
A6410.4200							
Welcome Center		1,095.42	1,095.42			1,095.42	
A6520.4000							
Farmer's Mkt Manager	2,500.00	2,278.81	2,278.81			221.19	91.15
A7140.2000							
Parks/Playgrounds-Total Equipment	8,500.00					8,500.00	
A7140.2020							
Parks/Playgrounds-Park Equipment	2,995.00	179.08	716.32		1,495.00	783.68	73.83
A7140.4000							
Parks & Playgrounds-Totals Contract	1,500.00					1,500.00	
A7140.4010							
Parks/Playgrounds-Equipment Repair	500.00		98.66			401.34	19.73
A7140.4020							
Parks/Playgrounds-Maintenance Sup	4,000.00	175.77	3,121.90			878.10	78.05

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A7140.4030							
Parks/Playgrounds-Gardening	400.00		90.00			310.00	22.50
A7140.4090							
Parks/Playgrounds-Miscellaneous	500.00	300.00	375.00			125.00	75.00
A7415.4000							
Seymour Library	192,036.00		192,035.43			0.57	100.00
A7450.4000							
Museum-Contractual Expenses	3,000.00	225.00	1,580.21	468.43		951.36	68.29
A7450.4010							
Museum - Adopt A Picture Expenses			750.00			750.00-	
A7510.4000							
Total Contractual Expenses	1,200.00					1,200.00	
A7510.4090							
Historian-Miscellaneous	200.00					200.00	
A7550.4020							
Celebrations-Banners	250.00		23.18			226.82	9.27
A7550.4035							
Low Bridge High Water Festival	1,250.00		1,220.00			30.00	97.60
A7550.4040							
Celebrations-Special Events	1,500.00		1,035.42			464.58	69.03
A7550.4050							
Celebrations-Electric	600.00	68.65	186.64			413.36	31.11
A7550.4090							
Celebrations-Miscellaneous	1,200.00		18.03			1,181.97	1.50
A8010.4010							
Zoning- Member Stipends	625.00		145.00			480.00	23.20
A8010.4020							
Zoning-Conference Expense	155.00		128.08			26.92	82.63
A8010.4300							
Zoning-Publications	170.00		51.41			118.59	30.24
A8020.1000							
Planning Board-Personal Services	6,443.00	571.38	1,480.92			4,962.08	22.98
A8020.4020							
Planning Board-Conference Expense	500.00					500.00	
A8020.4030							
Planning Board-Board Expenses	200.00		22.96			177.04	11.48
A8140.4010							
Storm Sewer-Supply Parts	6,000.00	201.33	201.33			5,798.67	3.36
A8140.4020							
Storm Sewer-Maintenance Supplies	1,200.00					1,200.00	
A8140.4090							
Storm Sewers-Miscellaneous	4,000.00		3,671.00			329.00	91.78
A8160.4010							

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Refuse Collection-Monthly Trash Ren	3,950.00	344.02	1,376.08			2,573.92	34.84
A8160.4030							
Refuse Collection-Brush Pick-up	3,600.00		152.00			3,448.00	4.22
A8160.4040							
Refuse Collection-Special Pick-up (	50.00		25.00-			75.00	50.00-
A8160.4050							
Refuse Collection-Coolant Removal	200.00					200.00	
A8170.4010							
Str Cleaning-Sweeper Repairs	1,000.00					1,000.00	
A8170.4020							
Str Cleaning-Sweeper parts	4,000.00	558.02	1,228.20			2,771.80	30.71
A8170.4090							
Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4002							
Sanitation-Landfill-Testing	5,000.00		300.00			4,700.00	6.00
A8560.4010							
Equipment Repairs	1,200.00	44.64	66.62			1,133.38	5.55
A8560.4020							
Shade Trees-New Tree Purchases	1,500.00					1,500.00	
A8560.4030							
Shade Trees-Supplies	500.00					500.00	
A8560.4090							
Shade Trees-Miscellaneous	3,000.00	290.01	305.01			2,694.99	10.17
A9010.8000							
NYS Retirement	181,129.00					181,129.00	
A9015.8000							
Police Retirement System Payments	255,426.00					255,426.00	
A9030.8000							
Social Security	176,560.00	13,850.10	57,220.07			119,339.93	32.41
A9040.8000							
Workers Compensation	125,000.00		50.00			124,950.00	0.04
A9045.8000							
Life Insurance	8,200.00	708.48	3,416.06			4,783.94	41.66
A9050.8000							
Unemployment Expense	10,000.00					10,000.00	
A9055.8000							
Disability Insurance	6,000.00	573.30	2,654.94			3,345.06	44.25
A9060.8000							
Medical Insurance	461,130.00	45,185.01	198,659.32			262,470.68	43.08
A9061.8000							
HRA	140,000.00	11,658.91	23,218.53			116,781.47	16.58
A9070.8000							
Dental Insurance	65,160.00	6,327.22	30,295.14			34,864.86	46.49

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 9/30/2016

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A9950.8240						10,000.00	
Cap Resrv Transfer-DPW Equip Rep	10,000.00						
A9950.8510						10,000.00	
Cap Resrv Transfer-Smith St Bridge	10,000.00						
Totals for Fund:	5,177,812.00	353,996.76	1,684,976.02	0.00	27,966.52	3,464,869.46	33.08
A (Fund - A)							
Report totals	5,177,812.00	353,996.76	1,684,976.02	0.00	27,966.52	3,464,869.46	33.08

**Village of Brockport**

**Statement of Actual & Estimated Revenues - Water Fund**

**Statement of Actual & Estimated Revenue**

Village of Brockport  
 For Period Ending 9/30/2016

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
F2140.0000					
Metered Water Sales	601,869.00	42,108.26	212,462.73	389,406.27	35.30
F2141.0000					
Meter Water Sales O/G	505,000.00	48,119.04	173,818.64	331,181.36	34.42
F2144.0000					
Water Service Charges	8,000.00		327.45	7,672.55	4.09
F2148.0000					
Interest & Penalties	8,000.00	938.50	3,389.90	4,610.10	42.37
F2401.0000					
Interest & Earnings	1,000.00	32.10	108.86	891.14	10.89
F2401.1000					
Int Earned-Spec Reserves	250.00			250.00	
<b>Report Totals</b>	<b>1,124,119.00</b>	<b>91,197.90</b>	<b>390,107.58</b>	<b>734,011.42</b>	<b>34.70</b>

**Village of Brockport**

**Statement of Expenditures, Encumbrances & Appropriations - Water Fund**

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 9/30/2016

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F1440.4000							
Engineer-Contractual Exp	7,500.00		50.00			7,450.00	0.67
F1620.4060							
Bldg. Repairs - Water Dept.	1,000.00		510.41			489.59	51.04
F1680.2000							
It Hardware Software	1,000.00					1,000.00	
F1680.4000							
IT Hardware Software	2,500.00					2,500.00	
F1910.4000							
General Insurance	29,500.00		28,791.23			708.77	97.60
F1990.4000							
Water-Contingency	19,750.00					19,750.00	
F8310.1000							
Water-Supervision	93,566.00	4,518.25	19,756.54			73,809.46	21.12
F8310.4000							
Water Admin Total CE	1,400.00					1,400.00	
F8310.4010							
Payroll Charges	250.00					250.00	
F8310.4040							
Office Expense	1,800.00					1,800.00	
F8310.4090							
Miscellaneous	900.00					900.00	
F8310.4200							
Postage	2,400.00					2,400.00	
F8320.4000							
Water Purchases	460,000.00	57,358.72	199,548.32			260,451.68	43.38
F8340.1000							
Water-Labor	104,536.00	9,759.47	45,336.31			59,199.69	43.37
F8340.2020							
Vehicles	88,130.00		482.50			87,647.50	0.55
F8340.2040							
Meters	10,000.00	560.00	560.00			9,440.00	5.60
F8340.2050							
Wtr Transm - Equipment Other	12,500.00	7,395.00	7,395.00			5,105.00	59.16
F8340.4000							
Wtr Transm-Ttl Cont Exp	39,225.00	14.19	1,782.52			37,442.48	4.54
F8340.400W							
Water Main Replacement West Ave.	100,000.00	5,249.61	100,989.29			989.29-	100.99
F8340.4010							
Water Main Supplies	8,000.00		707.28			7,292.72	8.84
F8340.4020							
Vehicle Parts & Supplies	7,427.00		570.04			6,856.96	7.68
F8340.4030							

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

### For Period Ending 9/30/2016

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Meter Supplies	500.00	505.44	669.62			169.62-	133.92
F8340.4040 Curb Box Supplies	2,100.00					2,100.00	
F8340.4041 Fuel	5,000.00					5,000.00	
F8340.4050 Stone	2,000.00		291.02			1,708.98	14.55
F8340.4060 Asphalt	2,500.00					2,500.00	
F8340.4070 Dirt	3,100.00		144.00			2,956.00	4.65
F8340.4080 Water Transm-Uniforms	1,250.00		365.63		70.00	814.37	34.85
F8340.4090 Miscellaneous	6,750.00	162.40	700.90			6,049.10	10.38
F8340.4100 Water Transm-Telephone	2,500.00	199.77	694.21			1,805.79	27.77
F8340.4110 Water Transm-Electricity	5,000.00	360.25	1,449.79			3,550.21	29.00
F8340.4120 Transm - Sample Testing	26,000.00	720.00	8,460.00			17,540.00	32.54
F8340.4130 Wtr Transm-Drug/Alcohol Testing	250.00					250.00	
F8340.4140 Wtr Trans-Equip Repair	850.00					850.00	
F8340.4150 Wtr Trans-Training	250.00					250.00	
F8340.4160 Wtr Trans-Concrete	200.00					200.00	
F8340.4170 Wtr Transm-Gas	200.00	18.57	66.35			133.65	33.18
F8340.4171 Heating Oil	2,800.00		18.98			2,781.02	0.68
F8340.4180 Water Transm-Publications	3,000.00					3,000.00	
F9010.8000 NYS Retirement	27,797.00					27,797.00	
F9030.8000 Social Security	15,155.00	1,083.73	4,946.28			10,208.72	32.64
F9040.8000 Workers Compensation	20,500.00					20,500.00	
F9045.8000 Life Insurance	660.00					660.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
 For Period Ending 9/30/2016  
 Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F9055.8000							
Disability Insurance	504.00					504.00	
F9060.8000							
Hospital Insurance	26,120.00					26,120.00	
F9061.8000							
HRA	12,100.00					12,100.00	
F9070.8000							
Dental Insurance	4,500.00					4,500.00	
F9710.6000							
Serial Bond - Principle payments	32,691.00					32,691.00	
F9710.7000							
Serial Bond - Interest payments	28,458.00				70.00	28,458.00	
Totals for Fund:	1,224,119.00	87,905.40	424,286.22	0.00	70.00	799,762.78	34.67
F (Fund - F)							
Report totals	1,224,119.00	87,905.40	424,286.22	0.00	70.00	799,762.78	34.67

## **Village of Brockport**

### **Statement of Actual & Estimated Revenues - Sewer Fund**

## Statement of Actual &amp; Estimated Revenue

Village of Brockport  
For Period Ending 9/30/2016

Selecting on FUND from G to G

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
G2122.0000					
Sanitary Sewer- Sewer Charges	147,466.00	8,922.87	47,777.66	99,688.34	32.40
G2128.0000					
Sanitary Sewer- Interest and Penalties	100.00			100.00	
G2401.0000					
Interest and Earning- Sewer Fund		3.11	9.18	9.18-	
<b>Report Totals</b>	<b>147,566.00</b>	<b>8,925.98</b>	<b>47,786.84</b>	<b>99,779.16</b>	<b>32.38</b>

**Village of Brockport**

**Statement of Expenditures, Encumbrances & Appropriations - Sewer Fund**

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 9/30/2016

Selecting on FUND from G to G

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G8120.2000							
Sanitary Sewers- Equipment	15,000.00	5,267.00	5,267.00			9,733.00	35.11
G8120.4000							
Contractual	30,121.00	1,933.77	8,731.77			21,389.23	28.99
G8120.4010							
Sanitary Sewers- Truck Parts	4,500.00					4,500.00	
G8120.4020							
Sanitary Sewers- Supply Parts	100.00					100.00	
G9710.6000							
Bond Principal	52,309.00					52,309.00	
G9710.7000							
Bond Interest	45,536.00					45,536.00	
<b>Totals for Fund:</b>	<b>147,566.00</b>	<b>7,200.77</b>	<b>13,998.77</b>	<b>0.00</b>		<b>133,567.23</b>	<b>9.49</b>
<b>G (Fund - G)</b>							
<b>Report totals</b>	<b>147,566.00</b>	<b>7,200.77</b>	<b>13,998.77</b>	<b>0.00</b>		<b>133,567.23</b>	<b>9.49</b>

**Leslie Morelli**

---

**From:** Mark Cuzzupoli <cuzzupoli@brockportpolice.org>  
**Sent:** Thursday, October 13, 2016 10:36 AM  
**To:** Leslie Morelli  
**Cc:** Margaret Blackman; William Andrews; John La Pierre; Annette Crane; Katherine Kristansen; Chief Daniel P. Varrenti  
**Subject:** Agenda for October 17th Village Board Meeting

Good Morning Leslie and Village Board,

Here are the agenda items for the V/B Meeting on 10-17.

Item #1 - Speak of line item #3120.2010 Police Vehicles.

Item #2 - Speed Limit enforcement.

Item #3 – BPD Facebook page.

---

Brief explanation to Village Board prior to the meeting.

Item #1 – The line is going to go over by approximately 3k. The reason is that the vehicle ordered will come with equipment that we will no longer order out of the police supply line. This will offset the increase.

Item #2 – BPD is strictly enforcing the speed limit in all areas of the village. The “grace” amount usually given over the speed limit has been greatly reduced. In a one week period of time 112 tickets were issued. They were not all speeding violations but stop signs and other types of “aggressive driving”. Many of the tickets were around the posted school zone speed limit.

Item #3 - BPD Facebook page became operational on 10-12-16.

Thank you,  
Mark

*Lieutenant Mark T. Cuzzupoli*

Brockport Police Department  
1 Clinton Street  
Brockport, New York 14420  
[cuzzupoli@brockportpolice.org](mailto:cuzzupoli@brockportpolice.org)  
Office: 585.637.1020 ext. 41  
Fax: 585.637.1016

**DRAFT**



**VILLAGE OF BROCKPORT  
EMPLOYMENT OPPORTUNITY  
PUBLIC WORKS LABORER**

The Village of Brockport is accepting applications for full-time Laborer. Possession of a valid New York State Motor Vehicle Operator's License CDL Class B is required. Pay and benefits per Union contract. New York State Retirement System.

No Civil Service test involved. Monroe County residency not required.

Download employment application and job specifications from [www.brockportny.org](http://www.brockportny.org).

Respond by e-mail or mail only with completed employment application.

E-mail to: [lmorelli@brockportny.org](mailto:lmorelli@brockportny.org)

or mail to: Village of Brockport Attention: Village Clerk 49 State Street Brockport, NY 14420.

**Application deadline: Noon, Thursday, / /16**

By order of the Village Board 10/17/16  
Leslie Ann Morelli, Brockport Village Clerk



## Product Quotation

Quotation Number: 26405D026481

Date: 2016-09-29 08:07:04

Ship to	Bobcat Dealer	Bill To
Village of Brockport Attn: Harry G Donahue 38 east ave Brockport, NY 14420 Phone: (585) 637-1060 Fax: (585) 637-1062	Bobcat of the Finger Lakes, Fairport, NY 7216 PITTSFORD-PALMYRA ROAD FAIRPORT NY 14450 Phone: (585) 223-4056 Fax: (585) 425-7644	Village of Brockport Attn: Harry G Donahue 38 east ave Brockport, NY 14420 Phone: (585) 637-1060 Fax: (585) 637-1062
-----		
Contact: Patrick Young Phone: 585-223-4056 Fax: 585-425-7644 Cellular: 585-506-2005 E Mail: patrick@djmequipment.com		

Description	Part No	Qty	Price Ea.	Total
<b>T450 T4 Bobcat Compact Track Loader</b>	M0207	1	\$31,905.30	\$31,905.30
61.0 HP Tier 4 Turbo Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights Lift Arm Support Lift Path: Radius	Lights, Front & Rear Operator Cab Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE- J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 3 Rollers Spark Arrestor Exhaust System Tracks: Rubber, 11.8" Wide Warranty: 12 Months, Unlimited Hours			
A81 Option Package Cab enclosure with Heat and AC Deluxe Instrument Panel Keyless Start Power Bob-Tach Two Speed Travel	M0207-P01-A81	1	\$5,394.20	\$5,394.20
Selectable Joystick Controls	M0207-R01-C04	1	\$1,060.50	\$1,060.50
<b>Total of Items Quoted</b>				<b>\$38,360.00</b>
Dealer P.D.I.				<b>\$0.00</b>
Freight Charges				<b>\$0.00</b>
Dealer Assembly Charges				<b>\$0.00</b>
Trade-in T450 used trade in				<b>(\$34,500.00)</b>
<b>Quote Total - US dollars</b>				<b>\$3,860.00</b>

**Notes:**

NYS CONTRACT #PC66576, Award PGB #22792 - Group 40625, Heavy Equipment

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Office of the County Executive

MONROE COUNTY, NEW YORK

**Cheryl Dinolfo**  
*County Executive*

September 20, 2016



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

Dear Mayor Blackman:

It is a pleasure for me to award the Village of Brockport \$80,894 for the Monroe Avenue Sanitary Sewer project from Monroe County's Community Development Block Grant (CDBG) Program.

As you know, I included this project on the list of CDBG projects that was approved by the Monroe County Legislature in June. The list of projects is part of the *2016 Annual Action Plan for Housing and Community Development in Suburban Monroe County*, which was approved by the United States Department of Housing and Urban Development (HUD) on August 22, 2016.

In order for your project to begin and ensure that all aspects of program compliance are met, it is imperative that your project manager contact Richard Mikiciuk in the Community Development Office at 753-2024 before any activities are undertaken, so that our ability to fund your project is not jeopardized.

For forty-one years, the Community Development Block Grant has enabled Monroe County to channel \$2 million annually into our towns and villages for public works improvements, economic development, housing programs and community services that primarily benefit low to moderate-income families, the elderly and persons with special needs.

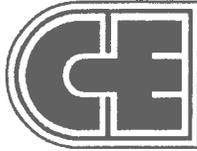
Thank you for your participation in Monroe County's community development initiatives.

Sincerely,

  
Cheryl Dinolfo  
Monroe County Executive

xc: C. Quach, Community Development Manager  
H. Donahue, Superintendent of Public Works

CD:dg



---

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

October 3, 2016

CE Proposal #16-515

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

RE: Village of Brockport Monroe Avenue Sanitary Sewer Replacement  
Engineering Services Proposal

Dear Margaret and Village Board Members:

We are pleased to provide a proposal for Engineering Services for the Village of Brockport Monroe Avenue Sanitary Sewer Replacement.

The project is located along Monroe Avenue between Main Street (NYS Route 19) and Utica Street. The project involves the replacement of approximately 850 linear feet of the existing sanitary sewer and sanitary sewer structures.

We understand the Village of Brockport has obtained a grant through Monroe County and that the Department of Public Works will complete the installation of the new sanitary sewer and sanitary sewer structures.

The Engineering Services to be provided by Chatfield Engineers includes the following:

**1. Preliminary Phase**

- a. Attend meetings with the Village, as necessary
- b. Review design parameters.

**2. Surveying**

- a. We will utilize aerial photographs and existing Village mapping, and provide supplemental field surveying as necessary for preparation of Plans for completion of the project.
- b. Perform field edit of mapping.

**3. Design Phase**

- a. Preparation of Plans in accordance with the Project Scope.
- b. Preparation of Material Specifications and Bidding of materials.

- c. Coordination and Meetings with the Village and any other involved parties as required.
- d. Preparation of Final Construction Cost Estimate.
- e. Quality Control/Quality Assurance.
- f. Coordination and Administration throughout project, as required.

**4. Permits and Approvals**

- a. Submission to the New York State Department of Environmental Conservation for review and approval.

**5. Construction Phase**

- a. Coordination during construction, as necessary

**6. Record Drawings**

- a. Review and coordination of As-built information to be recorded by the Village of Brockport.
- b. Prepare Record Drawings of the completed work.

**Items not included in this proposal are as follows:**

- 1. Permit fees, license fees, and laboratory testing fees.
- 2. Printing of Documents (plans and material specifications) for approval process and bidding process.
- 3. Preparation of Temporary and/or Permanent Easements (to be completed by the Village Attorney). Chatfield Engineers, P.C. will prepare maps and descriptions of the easements, for the Village Attorney's use.

\* Construction Plans will show the proposed easement locations which may be utilized by the Village Attorney for obtaining easements.



The Summary of Proposed Engineering Fees for the entire project is provided as follows:

1.	Preliminary Phase Services	= \$	244
2.	Surveying	= \$	1,472
3.	Design Phase Services	= \$	3,424
4.	Permits and Approval Phase	= \$	912
5.	Construction Phase	= \$	568
6.	Record Drawings	= \$	<u>792</u>
	<b>Lump Sum Amount (Items 1 through 6)</b>	<b>= \$</b>	<b>7,412</b>

We have attached to this letter, a breakdown of our estimated man-hours for each task along with the associated Engineering Fees, for your use.

Items 1 through 6 listed above will each be billed on a lump sum basis, at the percentage of completion each month.

Upon your review, should you have any questions or concerns, please contact me at your convenience. Upon your approval please return one (1) signed copy of this proposal.

Sincerely,

  
Scott D. Mattison

Enc.

cc (by email only):

Harry Donahue, Superintendent of Public Works  
Leslie Ann Morelli, Village Clerk

Acceptance of Proposal By: \_\_\_\_\_ Date: \_\_\_\_\_



**Village of Brockport Monroe Avenue Sanitary Sewer Project Estimated Manhours  
October 3, 2016**

Task	Project Manager	Project Engineer	Technician
<b>1. Preliminary Phase</b>			
Meetings with Village, Etc.	1	1	0
Review Design Parameters	0	1	0
<b>Sub-Total =</b>	<b>1</b>	<b>2</b>	<b>0</b>
<b>2. Surveying</b>			
Basemapping	0	4	12
Field Edit Mapping	0	4	4
<b>Sub-Total =</b>	<b>0</b>	<b>8</b>	<b>16</b>
<b>3. Design Phase</b>			
Preparation of Detailed Plans (5)	0	8	16
Preparation of Material Specifications	0	3	0
Material Bid Administration & Coordination	2	8	0
Meetings with Village	0	2	0
Preparation of Final Cost Estimate	0	1	0
Quality Control	1	2	2
Coordination & Administration	1	4	0
<b>Sub-Total =</b>	<b>4</b>	<b>28</b>	<b>18</b>
<b>4. Permits and Approvals</b>			
NYS DEC review and approval	4	4	4
<b>Sub-Total =</b>	<b>4</b>	<b>4</b>	<b>4</b>
<b>5. Construction Phase Engineering</b>			
Assist in Layout	0	2	4
Coordinate with Village	2	0	0
<b>Sub-Total =</b>	<b>2</b>	<b>2</b>	<b>4</b>
<b>6. Record Drawings</b>			
Review/Coord. of Village As-Built Records	0	2	1
Preparation of As-Built Record Drawings	0	2	8
<b>Sub-Total =</b>	<b>0</b>	<b>4</b>	<b>9</b>

**Village of Brockport Monroe Avenue Sanitary Sewer Project Estimated Manhours  
October 3, 2016**

Task	Hours	Hourly Rate	Total Amount
<b>1. Preliminary Phase</b>			
Project Manager	1	\$100.00	\$100.00
Project Engineer	2	\$72.00	\$144.00
		<b>Sub-Total Amount =</b>	<b>\$244.00</b>
<b>2. Surveying</b>			
Project Manager	0	\$100.00	\$0.00
Project Engineer	8	\$72.00	\$576.00
Technician	16	\$56.00	\$896.00
		<b>Sub-Total Amount =</b>	<b>\$1,472.00</b>
<b>3. Design Phase</b>			
Project Manager	4	\$100.00	\$400.00
Project Engineer	28	\$72.00	\$2,016.00
Technician	18	\$56.00	\$1,008.00
		<b>Sub-Total Amount =</b>	<b>\$3,424.00</b>
<b>4. Permits and Approvals</b>			
Project Manager	4	\$100.00	\$400.00
Project Engineer	4	\$72.00	\$288.00
Project Engineer	4	\$56.00	\$224.00
		<b>Sub-Total Amount =</b>	<b>\$912.00</b>
<b>5. Construction Phase</b>			
Project Manager	2	\$100.00	\$200.00
Project Engineer	2	\$72.00	\$144.00
Technician	4	\$56.00	\$224.00
		<b>Sub-Total Amount =</b>	<b>\$568.00</b>
<b>6. Record Drawings</b>			
Project Manager	0	\$100.00	\$0.00
Project Engineer	4	\$72.00	\$288.00
Technician	9	\$56.00	\$504.00
		<b>Sub-Total Amount =</b>	<b>\$792.00</b>
		<b>Total Amount =</b>	<b>\$7,412.00</b>

**Leslie Morelli**

---

**From:** Erica Linden  
**Sent:** Thursday, October 06, 2016 2:49 PM  
**To:** Jessica Cristiano; Sarah Meredith  
**Cc:** Leslie Morelli  
**Subject:** TAP budget / new resolution

Jess,

After our conversation about the pre-application yesterday, and the moving forward with the projects we discussed, the village board will have to pass a new/updated resolution. The next meeting is 10/17. Leslie will need all information for the new resolution before noon on Wednesday, 10/12. I copied her in this email so you can email her directly in my absence. Please provide the new budget total and in-kind total for the board to review.

Thanks,  
Erica

**Leslie Morelli**

---

**From:** Jessica Cristiano <jcristiano@grantsareus.com>  
**Sent:** Tuesday, October 11, 2016 10:24 AM  
**To:** Leslie Morelli  
**Cc:** Margaret Blackman  
**Subject:** New TAP Budget for Resolution  
**Attachments:** New Budget.pdf; TAPApplicatiFinal.pdf

Leslie,

Good morning Leslie. Here is our new budget for the TAP grant. Our match is **\$165,596**.

**Budget**

**ROW-** \$47,000

**Prelim. Design-** \$65,775

**Final Design-** \$65,775

**Construction-** \$526,200

**Construction Insp-** \$78,930

**Project Manager-** \$34,300

**Other-** \$10,000 (legal fees)

**Total =** \$827,980

**Request =** \$662,384

**Match =** \$165,596

Thank you!

Jess



**Jessica Cristiano**

**Grant Writer**

10646 Main Street, Clarence, New York 14031

Office (716) 759-8580 ext. 207 Fax (716) 759-0676

[jcristiano@grantsareus.com](mailto:jcristiano@grantsareus.com) [www.grantsareus.com](http://www.grantsareus.com)

**Village of Brockport**  
**Transportation Alternatives Program (TAP) Grant**  
**Preliminary Cost Estimate**  
**October 10, 2016**

Description	Qty	Unit	Unit Price	Amount
Asphalt Driveway Restoration	1,000	LF	\$30.00	\$30,000.00
Concrete Sidewalk (5-foot width)	30,600	SF	\$12.00	\$367,200.00
Improvements at Smith Street Bridge	1	LS	\$72,000.00	\$72,000.00
Improvements at crossing of Brockport Creek	1	LS	\$10,000.00	\$10,000.00

<b>Estimated Construction Cost =</b>	<b>\$479,200.00</b>
Plus 10% Contingencies =	\$47,000.00
Plus Engineering Services =	\$244,780.00
Plus Legal/Admin =	\$57,000.00
<b>Total Estimated Project Cost =</b>	<b><u>\$827,980.00</u></b>



# Department of Transportation

## ***2016 TAP/CMAQ Application General Instructions***

Please consult the Guidebook and Appendices to review the specific eligibility requirements and project types for each program prior to beginning the Application. The Application is designed to facilitate and streamline program eligibility determinations based on the various program requirements as described in the Guidebook.

To maximize funding opportunities, use the [Application Instructions](#) in completing this form.

### ***Application Information Requirements***

Information necessary to complete the Application includes:

- The 2016 TAP/CMAQ Program Guidebook and associated Application Instructions
- Sponsor Information - Full legal entity name, address, phone number, e-mail address, names and titles of contact person(s)
- NYS Grants Gateway ID and SFS Vendor ID, as applicable
- TAP/CMAQ Federal Aid Workshop attendance dates
- Detailed Project Description information, including: Project, county, facility, project limits, project description, project eligible activity categories (and any applicable sub-categories) for which funding is being applied, and current project status
- Specific and detailed Project Budget and Funding Source information
- ROW documentation, including the NYSDOT Highway Work Permit if within a State Highway ROW
- Project deliverables supporting documentation, including a project map as applicable
- Data necessary to determine emissions reductions (CMAQ only)
- Expected Benefits to the Public Interest
- Information on any Innovative/Creative Aspects of the Project
- Documentation of Community Support (TAP only)
- Status of Environmental Process

### ***Completing the Application***

The Application is a PDF-Fillable form. Please download and save the Application to your computer to complete the form. Web browsers such as Apple Safari, Google Chrome, and Mozilla may have their own non-Adobe PDF readers set as the default reader. To use one of these browsers, change the default PDF viewer setting to Adobe Reader. If Internet Explorer is used as the browser, no action is needed.

All Users must have Adobe Acrobat Standard or Pro and Adobe Reader version 9 or higher to maximize the functionality in the form. Please be sure to enable the form, see Application Instructions for details.

To enter large amounts of text into the Application, consider using a word processing program to type the entry, and then cut and paste the entry into the form. Also, to facilitate the submission of required attachments, you may need to compress (zip) any large files prior to attaching them to an e-mail, as the overall e-mail file size limit is approximately 20MB.

To navigate through the form, use the "Tab" function as that will ensure that questions will be completed in the correct order. Responses to a question will determine what fields will be seen and be required to complete. Required fields are designated by a preceding asterisk (\*).

Although more than one project may be submitted for consideration for TAP and CMAQ programs, only one project per Application maybe submitted. All applications, including supporting documentation, must be submitted no later than October 21, 2016.

## PART A: INITIAL ELIGIBILITY ASSESSMENT

**\*SPONSOR Entity Name:**

Brockport, Village of

**\*Sponsor Type:** Local Government (County, Town, City, Village)

**\*Date Sponsor Attended Workshop:** Sep 16, 2016

**Check here if you have attended an Application Pre-Review Session in your regional area.**

**\*NYS GRANTS GATEWAY ID:**

**\*SFS VENDOR ID:**

**\*Project County:** Select the project county. TAP funding is available statewide. CMAQ funding is only available in identified counties. Refer to the Guidebook and Instructions for the list of Counties and applicable funding sources.

Albany  
Allegany  
Bronx  
Broome  
Cattaraugus  
Cayuga  
Chautauqua  
Chemung  
Chenango

**\* Short Title of Proposed Project:** Sidewalk Construction and Reconstruction

**\* Select the category that best represents the scope of your project (categories 7 and 8 will require an additional choice). Selection of a category is not a guarantee of funding under that category. Refer to the Program Guidebook for additional guidance on category.**

Project Categories	TAP Eligible	CMAQ Eligible
<input checked="" type="checkbox"/> 1. Construction, Planning, and Design of On-road and Off-road Facilities for Pedestrians, Bicyclists, and other non-motorized forms of transportation including Bike Lanes, Paths and Sidewalks	x	x
<input type="checkbox"/> 2. Construction Planning and Design of Infrastructure-related Projects to Provide Safe Routes for Non-Drivers to Access Daily Needs	x	
<input type="checkbox"/> 3. Conversion and Use of Abandoned Railroad Corridors for Trails for Pedestrians, Bicyclists and Other Non-motorized Transportation Users	x	x
<input type="checkbox"/> 4. Construction of Turnouts, Overlooks, and Viewing Areas	x	
<input type="checkbox"/> 5. Safe Routes to School	x	
<input type="checkbox"/> 6. Planning, Design and Construction of Boulevards	x	x
<input type="checkbox"/> 7. Community Improvement Activities, including Landscaping and Streetscape Improvements	x	
<input type="checkbox"/> 8. Environmental Storm Water Management Activities	x	
<input type="checkbox"/> 9. Travel Demand Management and Ride Sharing, includes Park and Ride, Ride Share, Car Share, Bike Share, Employee Transit Benefits, and Educational Outreach		x
<input type="checkbox"/> 10. Congestion Reduction and Traffic Flow Improvements, Includes Signalization, Freeway Management, and Intersection Improvements		x
<input type="checkbox"/> 11. Transit Improvements, includes Service Expansion and Amenities, Park and Rides, Employee Transit Benefits		x
<input type="checkbox"/> 12. Freight Intermodal Improvements, includes Intermodal Freight Facilities and Programs, Truck Stop Electrification, Heavy Vehicle Engine Replacements		x
<input type="checkbox"/> 13. Alternative Fuel and Clean Vehicle project, includes EV and CNG Fuel Stations, Extreme Temperature Cold Start Technology, Diesel Retrofits, Heavy Vehicle Engine Replacements, Dust Mitigation and Idle Reduction		x
14. Other (Please describe) <input style="width: 400px;" type="text"/>	TBD	TBD

**\*Based upon the County the Project is located in, and the Project Category(ies) selected above, select the funding source(s) for which you are applying:**

TAP Only

**\*Attach Documentation of Community Support for Project as Attachment A**

**Provide a description of the relationship between the category chosen and TAP and Surface Transportation.**

The newly constructed sidewalk along the South side of State St. and Owens Rd. will eliminate the priority gap that allows pedestrians to easily and safely travel to near by commercial/retail facilities, housing communities, and parks/trails.

IF APPLYING FOR **TAP ONLY**, NOTE THAT THE REMAINDER OF THIS PAGE WILL BE BLANK BEYOND THIS POINT. PROCEED TO PART B TO CONTINUE WITH THE TAP APPLICATION. Applicants who are applying for both TAP and CMAQ must complete both the TAP and CMAQ portions of the Application.

## PART B: PROJECT INFORMATION

**\*Short Project Description:** Provide a description of what will be constructed and/or implemented and the beneficial outcomes of the project. Space is limited to the visible area.

The project includes the installation of approximately 5,800 linear feet of concrete sidewalk along a portion of State Street from Oxford Street to Owens Road and along Owens Road from State Street south to the Village Line. Also included is the installation of approximately 320 linear feet of concrete sidewalk from the end of the current sidewalk on the southeast side of the Smith Street bridge to the east, improvements needed to connect to the current sidewalk on the east side of the bridge, and restoration of the concrete stairs on the southwest side of the Smith Street bridge as well as the wall supporting the stairs.

**\*Project Location (Town, City or Village):**

**Facility Name (if applicable):**

**Facility Address (if applicable):**

**\*Project Limits:** For linear projects, provide begin and end locations (Street Names, Mile Markers, etc.):

**From:**

**To:**

**\*Project Coordinates:** Provide approximate mid-point for linear projects. All Longitude numbers should be entered as negative numbers prefaced with a "-" sign. Fields are formatted as decimals (NNN.NNNNNN).

**Latitude:**

**Longitude:**

**\*Please attach a Project map as Attachment B**

**\*Project Benefits:** Provide a detailed description of the project benefits. Space is limited to the visible area.

Currently there is no sidewalk along the portion of State Street running from Oxford Street to Owens Road nor from the terminus of Owens Road at State Street south to the Village line. Construction of these sidewalks will provide more pedestrian routes on the east edge of the Village and safer pedestrian access to Lowe's Plaza on Owens Road just beyond the Village line. The wooden stairs leading down from the pedestrian walkways on the south side of the canal are in extremely poor condition and not ADA compliant. The concrete wall supporting the stairs to the Smith Street Bridge is also deteriorating. Reconstruction of the stairs and concrete wall will eliminate hazardous conditions for non-motorized users of the bridge and passersby in the community.

Anticipated Project Implementation

Anticipated Project Completion

**\*Detailed Description of Project:** Concisely describe the proposed project, indicating what will be designed and constructed; or developed and implemented; the issues or opportunities to be addressed; and expected outcomes and project deliverables. Space is limited to the visible area.

**\*Describe Innovative/Creative Aspects of Project:** Identify any creative/innovative project aspects. Examples include use of new technology, unique project characteristics, use of cost effective solutions, unique partnerships, etc.

The Village's DPW labor and equipment, along with the Village's CHIPs funds, will comprise the 20% (\$138,000) project match cost. DPW will complete the sidewalk construction and reconstruction, the restoration of the Smith Street Bridge stairs and the wall supporting the stairs. These projects address two recommendations of the Village of Brockport's Active Transportation Plan: to complete a sidewalk network priority gap along State Street and Owens Road, and to correct deficiencies in the pedestrian access across the Smith Street Bridge.

## PART C: PROJECT ESTIMATE AND FUNDING SOURCES

\*A Detailed Project Estimate is required as Attachment C.

Using the figures from your Detailed Project Estimate, complete the following:

Use of Funds	TOTAL
ROW	47,000
Prelim. Design	65,775
Final Design	65,775
Construction	526,200
Construction Insp	78,930
Project Manager	34,300
Other: Type in...	10,000
<b>TOTAL PROJECT COST</b>	<b>827,980</b>

1. Total Project Cost:

2. Amount of Funds Requested:   
Min \$250,000 , Max \$5 Million

3. Total Remainder to be Funded:

4. Enter the Amount of Local Match:   
Minimum 20%

5. Amount of Other Funds Required:

6. Describe the source of "Other Funds"

Legal Costs

## PART D: PROJECT COMPONENTS

\* Indicate the current project status:

### \*RIGHT-OF-WAY

Identify the host entity:

Provide the lease/contract term, in years:

Lease/Contract expiration date:

Describe any extension terms:

**\*Right of Way Certification:** Select the choice(s) that best describe(s) the project's ROW needs. Use Control and Shift keys to select multiple descriptions if applicable.

Owner  
Lessee  
Need to acquire property as part of the project

Number of anticipated ROW acquisitions:

Will the project have an effect on any district, site, building, structure or object that is listed, or may be eligible for listing on the National Register of Historic Places?

Describe any other ROW needs or requirements:

### \*STATUS OF ENVIRONMENTAL REVIEWS:

State Environmental Quality Review Act (SEQR):

Explain:

National Environmental Policy Act (NEPA):

Explain:

Attach SEQR and/or NEPA information as Attachment D as applicable

**\*In the Chart below, select the status that best represents the project deliverable:**

Project Deliverables:	Status	Anticipated Completion Date
Draft Design Report	<input type="text"/>	
Advanced Detail Plans (ADPs)	<input type="text"/>	
Plans, Specifications, and Estimates (PS&Es)	<input type="text"/>	
Bid Proposal Documents	<input type="text"/>	

- Attach Project Schedule as Attachment E
- Attach supporting documents (plans, drawings, survey or other) as Attachment F
- Attach any other relevant documents. Label those Attachments alphabetically, beginning with Attachment G

### PART E: CONTACT INFORMATION

**\* SPONSOR Entity Name:**

Brockport, Village of  \*Address: 1

Address 2:

\*City:  \*State:  \*Zip Code:

\*Phone #:  Fax Number:  \*E-mail:

**\*SPONSOR Contact Information:**

Salutation:  \*First Name:  \*Last Name:

\*Title:

Check here to use the same address information as entered above. If different, please complete the following:

Address 1:

Address 2:

City:  State:  Zip Code:

Phone #:  Fax Number:  E-mail:

### PART F: FINALIZE AND SUBMIT APPLICATION

Include required attachments in the e-mail transmittal of the application form. Attached files should be in common business formats, such as PDF, doc, xls, etc. File size, for attachments and the application is limited to approximately 20MB. This Application form is approximately 3MB. Please note that large attachments may affect the ability to submit the application, please zip file attachments if possible.

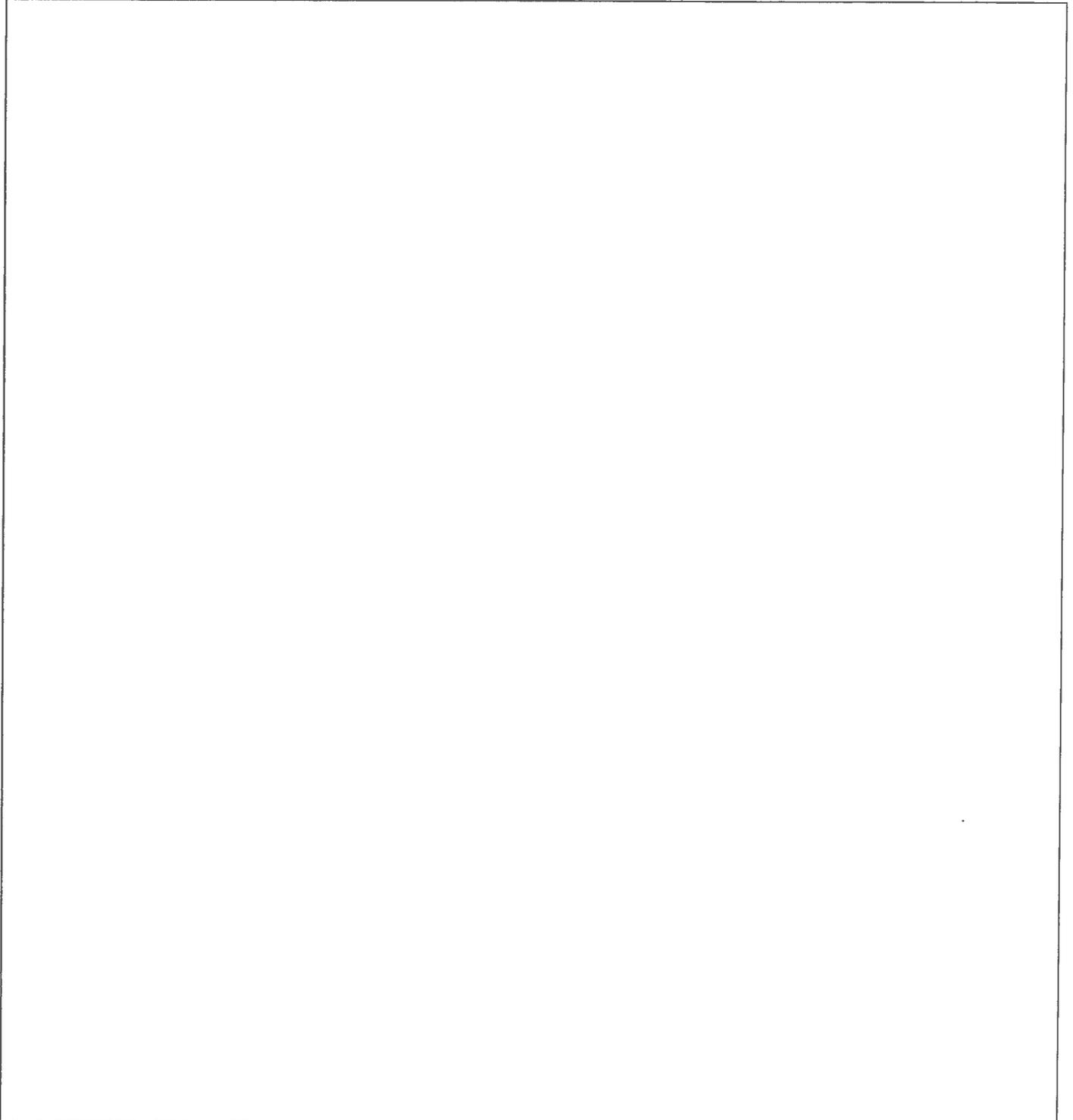
Large optional attachments may be e-mailed separately and must be received prior to the application deadline. Be sure to include the Short Title of the application in the subject line of any separate e-mail transmittals, and number any additional e-mail submissions, e.g. 1 of 2, 2 of 2, etc.

SAVE FORM

**ATTACHMENTS (AS APPLICABLE):**

- A. Documentation of Community Support for Project
- B. Project Map
- C. Detailed Project Estimate
- D. SEQR or NEPA Information
- E. Project Schedule
- F. Plans or Drawings
- G. Other relevant documents and correspondence, Project Management Plan (PMP) if available

**OPTIONAL:** Please use this space to provide any additional information that should be considered. Space is limited to the visible area.

A large, empty rectangular box with a thin black border, occupying the lower two-thirds of the page. It is intended for providing optional information as indicated by the text above it.

**\*CERTIFICATION:**

I acknowledge that I have read the appropriate guidance for the program to which I am applying (TAP/CMAQ) and understand the application instructions, the program requirements and the terms and conditions associated with the reimbursement program.

**\*ATTESTATION:**

By entering my name in the digital signature space below, I certify that I am authorized on behalf of the Sponsor and its governing body to submit this application. I further certify that all of the information contained in this application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application are true, correct and complete to the best of my knowledge and belief. I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority, or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

**DIGITAL SIGNATURE INFORMATION:**

Entering your digital signature in the box below locks the fields above the signature. To remove your digital signature, click the right button on your mouse and select "Clear Signature" to release the fields. You can then correct any errors or add additional information. The document will need to be re-signed before it can be submitted.

**\*Sponsor Signature:**

Save a Copy of this Application

Print Completed Application for Your  
Records

Submit TAP/CMAQ APPLICATION to NYSDOT  
(TAP-CMAQ@dot.ny.gov)  
Application Form and supporting documents must be received by  
October 21, 2016  
Materials received after the application deadline will not be considered.

**DRAFT**

VILLAGE OF BROCKPORT RESOLUTION

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on October 17, 2016 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Annette M. Crane, Trustee Katherine J. Kristansen, Trustee John D. LaPierre

→ \_\_\_\_\_ moved, \_\_\_\_\_ seconded, carried   /   to adopt the following resolution:

RESOLVED, that the Brockport Village Board of Trustees does hereby authorize the Village's grantwriters, J. O'Connell & Associates, to prepare an application for funds for a Transportation Alternatives Program (TAP) grant. The total estimated project cost is \$827,980 with a match of \$165,596.

**Insert project detail here.**

Note for the record:

J. O'Connell & Associates contact is Jessica Cristiano  
Village Board contact is Mayor Margaret Blackman  
DPW contact is DPW Spt. Harry Donahue  
Village Office contact is Deputy Clerk-Treasurer Erica Linden

BY ORDER OF THE Village Board of the Village of Brockport  
STATE OF NEW YORK            )  
County of Monroe            ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on October 17, 2016 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this 18<sup>th</sup> day of October 2016.

\_\_\_\_\_  
Leslie Ann Morelli, Village Clerk

Seal

**John W. Danforth Company**  
Energy Performance Contract  
Client Solutions Group



**Table of Articles**

1. Agreement
2. New York Executory Statement
3. Substantial Completion, Final Completion
4. Delays and Impacts
5. Access
6. Permits, Taxes, and Fees
7. Warranty
8. Asbestos-Containing Materials/Other Hazardous Materials
9. Change Orders
10. Customer Financing, Treatment, Taxes
11. Insurance
12. Miscellaneous Provisions

**Table of Schedules**

1. Scope of Work
2. Assured Performance Guarantee
3. Contractual Obligations of Client
4. Price and Payment Terms

**Table of Attachments**

1. Certificate of Substantial Completion
2. Certificate of Final Completion
3. Lighting Survey

## **Article 1     AGREEMENT**

### **1.01     ENERGY PERFORMANCE CONTRACT**

This Performance Contract (this "Agreement") is made this 7th day of September, 2016 between:

#### **PARTIES**

John W. Danforth Company ("Danforth")  
300 Colvin Woods Parkway  
Tonawanda, NY 14150

And

Village of Brockport ("Customer")  
49 State St.  
Brockport NY 14420

#### **RECITALS**

WHEREAS, Customer desires to retain Danforth hereto (Danforth) to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected Danforth to perform the Work after it determined Danforth's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**1.02     SCOPE OF THE AGREEMENT.** Danforth shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and Danforth, Danforth shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2. Customer shall make payments to Danforth for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

**1.03     AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the Schedules and Attachments listed below are incorporated into and shall be deemed an integral part of this Agreement. In the event of any conflict between the Schedules or Attachments and this Performance Contract, the terms of this Performance Contract shall govern.

#### **Table of Articles**

1. Agreement
2. Mandatory Law Language
3. Substantial Completion, Final Completion
4. Delays and Impacts
5. Access
6. Permits, Taxes, and Fees
7. Warranty
8. Asbestos-Containing Materials/Other Hazardous Materials
9. Change Orders
10. Customer Financing, Treatment, Taxes
11. Insurance
12. Miscellaneous Provisions

**Table of Schedules**

1. Scope of Work
2. Assured Performance Guarantee
3. Contractual Obligations of Client
4. Price and Payment Terms

**Table of Attachments**

1. Certificate of Substantial Completion
2. Certificate of Final Completion
3. Lighting Survey

## **Article 2 NEW YORK EXECUTORY STATEMENT**

2.01 This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

## **Article 3 SUBSTANTIAL COMPLETION, FINAL COMPLETION**

3.01 This Agreement shall become effective (the "Effective Date") on the date of the last signature contained on the signature page (page #8 of this document). Danforth shall commence performance of the Work within ten (10) business days after the Effective Date and when financing is in place, and shall achieve Substantial Completion of the Work by the Substantial Completion Date. For purposes of this Agreement, the term "Substantial Completion Date" means the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 1.

3.02 For purposes of this Agreement, "Substantial Completion" means that Danforth has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term (as defined in Schedule 2), subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it

- (a) cancels or terminates receipt of M&V Services,
- (b) fails to pay for M&V Services in accordance with Schedule 4,
- (c) fails to fulfill any of Customer's responsibilities necessary to enable Danforth to complete the Work and provide the M&V Services, or
- (d) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee (and the Guarantee Term) shall automatically terminate and Danforth shall have no liability there under.

## **Article 4 DELAYS AND IMPACTS**

4.01 If Danforth is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to Danforth prior to the commencement of the Work; a

4.02 Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement;

4.03 or failure by Customer to cooperate with Danforth in the timely completion of the Work, Danforth shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.

## **Article 5 ACCESS**

5.01 Customer shall provide Danforth, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist Danforth, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for Danforth to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.

## **Article 6 PERMITS, TAXES, AND FEES**

6.01 Unless otherwise specified in Schedule 3 (Contractual Obligations of Client), Danforth shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures.

6.02 Danforth shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, Danforth's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority.

6.03 Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to Danforth under this Agreement, other than taxes upon the net income of Danforth.

6.04 Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by Danforth on account of Customer shall become immediately due from Customer to Danforth.

## **Article 7 WARRANTY**

7.01 Danforth will perform the Work in a professional, workman-like manner.

7.02 Danforth will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to Danforth within one (1) year following the Substantial Completion Date or such other period identified in Schedule 1.

7.03 If Danforth installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, Danforth will, to the extent permissible, transfer the benefits of such warranty to Customer.

7.04 The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims.

7.05 Customer agrees that the one (1) year period following the Substantial Completion Date, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY Danforth.

7.06 This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of Danforth. Except with respect to goods or equipment manufactured by Danforth and furnished to Customer hereunder, for which Danforth shall provide its express written manufacturer's warranty, Danforth shall not be considered a merchant or vendor of goods or equipment.

## **Article 8 ASBESTOS-CONTAINING MATERIALS/ OTHER HAZARDOUS MATERIALS**

8.01 Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply Danforth with any information in its possession relating to the presence of ACM in areas where Danforth undertakes any Work or M&V Services that may result in the disturbance of ACM.

8.02 It is Danforth's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid Danforth in obtaining such certification from facility owners in the case of buildings that Customer does not own, if Danforth will undertake Work or M&V Services in the facility that could disturb ACM.

8.03 If either Customer or Danforth becomes aware of or suspects the presence of ACM that may be disturbed by Danforth's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and Danforth, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before Danforth continues with its Work or M&V Services.

8.04 Other Hazardous Materials: Danforth shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services (“Danforth Hazardous Materials”) and for the remediation of any areas impacted by the release of Danforth Hazardous Materials.

8.05 For other Hazardous Materials that may be otherwise present at Customer’s facilities (“Non-Danforth Hazardous Materials”), Customer shall supply Danforth with any information in its possession relating to the presence of such materials if their presence may affect Danforth’s performance of the Work or M&V Services.

8.06 If either Customer or Danforth becomes aware of or suspects the presence of Non-Danforth Hazardous Materials that may interfere with Danforth’s Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and Danforth, Customer shall be responsible at its sole expense for removing and disposing of Non-Danforth Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-Danforth Hazardous Materials.

8.07 For purposes of this Agreement, “Hazardous Materials” means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls.

8.08 “Hazardous Materials” specifically includes mold and lead-based paint and specifically excludes ACM. Notwithstanding anything herein to the contrary, Danforth shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

8.09 Environmental Indemnity: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless Danforth and Danforth’s subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer’s use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-Danforth Hazardous Materials on, under or about the facilities, or Customer’s failure to comply with this Section 10.

**Article 9 CHANGE ORDERS**

9.01 The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work (“Change Orders”). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties.

9.02 Danforth may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to Danforth prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted.

9.03 Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

**Article 10 CUSTOMER FINANCING; TREATMENT; TAXES**

10.01 The parties acknowledge and agree that Danforth is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

- (a) Customer’s ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
- (b) Customer’s proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
- (c) the necessity of Customer to seek additional funding for any purpose.

10.02 Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

**Article 11 INSURANCE**

11.01 Danforth shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer’s request therefore.

COVERAGE’S	LIMITS OF LIABILITY
(a) Worker’s Compensation Insurance or self insurance, including Employer’s Liability	Statutory
(b) Commercial General Liability Insurance	\$2,000,000 Per Occurrence \$5,000,000 Aggregate
(c) Comprehensive Automobile Liability Insurance	\$5,000,000 Combined Single Limit
(d) The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.	

11.02 Customer shall be responsible for obtaining builder’s risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

11.03 INDEMNIFICATION. To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

11.04 LIMITATION OF LIABILITY. Neither DANFORTH nor Customer will be responsible to the other for any special, indirect, consequential, remote, punitive, exemplary, loss of profits or revenue, loss of use, or similar damages, regardless of how characterized and regardless of a party having been advised of the possibility of such potential losses or relief, arising in any manner from this Agreement, the Work, the Improvement Measures, the premises, the M&V Services, or otherwise. WITHOUT LIMITING DANFORTH’S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, DANFORTH’S liability under this agreement, regardless of the form of action, shall in no event exceed the amount of the payments actually received by Danforth under schedule 4.

11.05 If this Agreement covers fire safety or security equipment, Customer understands that Danforth is not an insurer regarding those services, and that Danforth shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between Danforth and Customer, and each party acknowledges that Danforth would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

11.06 FORCE MAJEURE. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party, except for those liquidated damages contemplated and agreed to by and between the parties above. Such conditions (each, a “Force Majeure”) include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

11.07 DANFORTH’S PROPERTY. All materials furnished or used by Danforth personnel and/or Danforth subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and

associated media remain the exclusive property of Danforth or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of Danforth. Customer agrees to allow Danforth personnel and/or Danforth subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

11.08 DISPUTES. Danforth and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed.

11.09 If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law.

11.10 Neither Danforth nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring.

11.11 DANFORTH AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.

## **Article 12 MISCELLANEOUS PROVISIONS**

12.01 GOVERNING LAW. This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

12.02 CONSENTS; APPROVALS; COOPERATION. Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement.

12.03 Whenever Customer's cooperation is required by Danforth in order to carry out Danforth's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with Danforth and/or Danforth's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

12.04 FURTHER ASSURANCES. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

12.05 INDEPENDENT CONTRACTOR. The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

12.06 POWER AND AUTHORITY. Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

12.07 SEVERABILITY. In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

12.08 COMPLETE AGREEMENT. It is understood and agreed that this Agreement, together with the Schedules and Attachments, contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist.

12.09 This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement.

12.10 Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

12.11 HEADINGS. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

12.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

12.13 NOTICES. All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Danforth at the address listed on the first page of this Agreement, ATTN: VP of Sales, with a copy to Danforth, ATTN: General Counsel - Client Solutions, 300 Colvin Woods Parkway, Tonawanda, New York, 14150: and to Customer at the address listed on the first page of this Agreement.

12.14 CLEANUP. Danforth shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, Danforth shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

12.15 SAFETY; COMPLIANCE WITH LAWS. Danforth shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of Danforth and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.

**CUSTOMER**

**DANFORTH**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1  
SCOPE OF WORK**

**FIM 1. Street Lighting Conversion**

1.01 Danforth intends to remove and replace the existing street lighting facilities with LED lamps for the following National Grid accounts:

Acct	94105	Service Class 5		Customer Owned / Grid Maintained	
# Of lights	Type	Existing Wattage	Street Name		
7	Postops	70	Brook Terrace		
2	Postops	70	Brookdale dr		
4	Postops	100	Candlewick dr		
5	Postops	100	Cloverwood		
3	Flood	250	Erie St		
6	Cobra	70	Evergreen		
9	Postops	100	Havenwood		
1	Flood	250	Lincoln		
15	Postops	150	Main (Town&Country)		
2	Postops	100	Meadow Ln		
4	Cobra	70	Morgan crt		
58					
Acct:	94104	Service Class 3		Customer Owned/ Customer maintained- Energy Only	
# Of lights	Type	Existing Wattage	Street Name		
4	Cobra	250	Cherry st		
1	Cobra	250	Clinton st pole #13		
1	Cobra	250	Evelyn dr		
9	Hadco	250	Harvester Park		
24	Hadco	250	On Main from Canal st to State st		
9	Hadco	250	On Main from Erie to Monroe		
8	Hadco	250	On Market St		
4	Hadco	250	Market st/Harvester Park		
1	Cobra	250	Corbet Park		
1	Cobra	250	State st		
3	Cobra	250	Willowbrook dr		
65					
Acct:	5001	Service Class 2		Company Owned/ Company maintained	
7	Canal Lights	250	North Side of canal		

**FIM 2. Building Lighting Conversion**

2.01 See Attachment 3 Lighting survey

**Schedule 2**  
**ASSURED PERFORMANCE GUARANTEE**

2.02 PROJECT BENEFITS

1. **Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:
  - a. **Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.
  - b. **Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.
  - c. **Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.
  - d. **Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.
  - e. **Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.
  - f. **Guarantee Term** will commence on the first day of the next month following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.
  - g. **Installation Period** is the period beginning as set forth in Section 2 of the Energy Performance Contract and ending on the commencement of the Guarantee Term.
  - h. **Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.
  - i. **Non-Measured Project Benefits** are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and Danforth agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of Danforth's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by Danforth at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.
  - j. **Project Benefits** are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.
  - k. **Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

2.03 PROJECT BENEFITS SUMMARY

Subject to the terms and conditions of this Agreement, Danforth and Customer agree that Customer will be deemed to achieve a total of **\$153,739** in Non-Measured Project Benefits and Danforth guarantees that Customer will achieve a total of **\$457,730** in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of **\$620,264**, as set forth in the Total Project Benefits table below. Project Benefit dollar value is based on Utility Rate Structures and Escalation Rates as defined in Section IV.

2.04 UTILITY RATE STRUCTURES AND ESCALATION RATES

The average unit energy costs (electric and gas) for the facility are set forth in Table 2.5 and shall be used for all calculations made under this schedule for the complete term of the contract. Guaranteed annual savings are in units of energy and are represented in Table 2.1.

**TOTAL ANNUAL GUARANTEED SAVINGS**

**Table 2.1**

Year	Electric Energy Saved (kWh)	Electric Demand Saved(Kw)
Annual Quantity	125,167.6	208.1

**TOTAL CALCULATED PROJECT BENEFITS**

**Table 2.2**

Year	Calculated Utility Cost Avoidance	Operations & Maintenance Cost Avoidance	NYSERDA Rebates	Calculated Annual Project Benefits
1	\$19,549	\$6,566	\$5,366	\$31,481
2	\$20,136	\$6,763	\$3,426	\$30,325
3	\$20,740	\$6,966		\$27,706
4	\$21,362	\$7,175		\$28,537
5	\$22,003	\$7,390		\$29,393
6	\$22,663	\$7,612		\$30,275
7	\$23,343	\$7,840		\$31,183
8	\$24,043	\$8,075		\$32,118
9	\$24,764	\$8,318		\$33,082
10	\$25,507	\$8,567		\$34,074
11	\$26,272	\$8,824		\$35,096
12	\$27,060	\$9,089		\$36,149
13	\$27,872	\$9,362		\$37,234
14	\$28,708	\$9,642		\$38,350
15	\$29,570	\$9,932		\$39,502
16	\$30,457	\$10,230		\$40,687
17	\$31,370	\$10,537		\$41,907
18	\$32,312	\$10,853		\$43,165
<b>Total</b>	<b>\$457,730</b>	<b>\$153,739</b>	<b>\$8,792</b>	<b>\$620,264</b>

- i. **\*\*Utility Cost Avoidance is a Measured Project Benefit.** Anticipated dollar savings based on guaranteed units of energy saved. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV.
- ii. **\*\*\* Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits.** Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of two (3%).
- iii. Within sixty (60) days of the commencement of the Guarantee Term, Danforth will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at Danforth's discretion, be allocated to the Annual Project

Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, Danforth will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

- iv. ***Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable Danforth to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and Danforth shall have no liability hereunder.***

## 2.05 PROJECT BENEFITS SHORTFALLS OR SURPLUSES.

1. ***Project Benefits Shortfalls.*** If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, Danforth shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to Danforth, (b) pay to Customer the amount of such shortfall, or (c) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.
2. ***Project Benefits Surpluses.*** If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, the amount of such surplus is the sole benefit of the Customer.
3. ***Additional Improvements.*** Where an Annual Project Benefits Shortfall has occurred, Danforth may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.
  - a. In the event Danforth is providing an Assured Performance Guarantee under **Schedule 2**, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

## 2.06 MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. Danforth shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

### 2.06.01 OPTION A – PARTIALLY MEASURED RETROFIT ISOLATION

1. Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.
2. Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.
3. Measured Project Benefits from the following Improvement Measures will be calculated using Option A:
  - a. None

### 2.06.02 OPTION B – RETROFIT ISOLATION

1. Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.
2. Measured Project Benefits from the following Improvement Measures will be calculated using Option B:
  - a. None

### 2.06.03 OPTION C – WHOLE FACILITY

1. Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).
2. Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

#### **OPTION D – STIPULATED**

1. Option D is intended for Facility Improvement Measures where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance and used in a calculation or analysis method that will stipulate the outcome. Both the Client and Danforth agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology, the savings stipulated will be achieved upon the completion of the Facility Improvement Measures Work and no further measurements or calculations will need to be performed. The methodology and calculations to establish savings value will be defined below.
2. Measured Project Benefits from the following Improvement Measures will be calculated using Option D:
  - a. Street Lighting Conversion
  - b. Building Lighting Conversion

2.07 CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

1. Customer agrees to notify Danforth, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.
2. Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by Danforth); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.
3. Such a change or condition need not be identified in the Baseline in order to permit Danforth to make an adjustment to the Baseline and/or the Annual Project Benefits. If Danforth does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay Danforth, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if Danforth independently learns of any such change or condition, Danforth shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide Danforth with notice of any such change or condition, Danforth may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

2.08 BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "**Base Utility Cost**" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3%).

**Table 2.3**

Building/ Energy \$/unit	Years 1-15	Years 1-15
	KWH	KW
Police Dept	\$0.121	\$10.21
Village Hall	\$0.121	\$10.51
Welcome Ctr.	\$0.187	\$14.63
DPW	\$0.126	\$10.51
Street Light Acct 94104	\$0.130	\$0.00
Street Light Acct 94105	\$0.199	\$0.00
Street Light Acct 5001	\$0.171	\$0.00

**FACILITY IMPROVEMENT MEASURE TOTAL SAVINGS**

**Table 2.4**

FIM No.	Facility Improvement Measure	Energy or Utility Savings				
		Guarantee Type Savings				Total
		A	B	C	D	
1	Street Lighting Conversion				\$9,430	\$9,430
2	Building Lighting Conversion				\$10,119	\$10,119
	<b>Total Implementation Price</b>	\$0	\$0	\$0	\$19,549	\$19,549

### **Schedule 3**

#### **CONTRACTUAL OBLIGATIONS OF CLIENT**

3.01 CONTRACTUAL OBLIGATIONS OF CLIENT

In order for Danforth to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

- 3.01.01 Providing Danforth, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
- 3.01.02 Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
- 3.01.03 Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
- 3.01.04 Providing the following information with respect to the project and project site as soon as practicable following Danforth's request:
  - 1. Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
  - 2. Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
  - 3. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable Danforth to perform the work;
  - 4. A legal description of the project site;
  - 5. As-built and record drawings of any existing structures at the project site; and
  - 6. Environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
- 3.01.05 Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Danforth to perform the Work;
- 3.01.06 Providing assistance to Danforth in obtaining any permits, approvals, and licenses that are Danforth's responsibility to obtain as set forth in Schedule 1;
- 3.01.07 Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not Danforth's responsibility to obtain as set forth in Schedule 1;
- 3.01.08 Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
- 3.01.09 Providing the utility bills, reports, and similar information reasonably necessary for administering Danforth's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or Danforth's request therefor;
- 3.01.010 Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by Danforth;

- 3.01.011 Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by Danforth or, alternatively, paying Danforth's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
  - 3.01.012 Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
  - 3.01.013 Promptly notifying Danforth of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
  - 3.01.014 Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
- 3.02 In addition to the foregoing, Customer is responsible for the items set forth below in connection with utility meter projects:
- 3.02.01 **ADDITIONAL CUSTOMER OBLIGATIONS**  
Isolating the utility system to allow for meter/valve change out, including identification of all shut-off valves;
  - 3.02.02 Scheduling shutdowns, downtimes, and relocation of new commercial vaults;
  - 3.02.03 Traffic safety during installation;
  - 3.02.04 Ongoing care and maintenance of the utility system, including all meters, AMR equipment and systems, meter boxes, and meter vaults at or above manufacturers' specifications and recommendations.

## Schedule 4

### PRICE AND PAYMENT TERMS

- 4.01 Customer shall make payments to Danforth pursuant to this **Schedule 4**.
- 4.02 **Compensation.** Unless otherwise agreed in writing, Danforth shall be compensated for any work requested by CUSTOMER at its prevailing rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) reasonably incurred in its performance of the work or services. The contract sum provides for, and is in consideration of, only the services specifically included under the scope of work and services. All other work and services, including but not limited to the following, shall be separately billed or surcharged on a time and material basis:
1. Emergency services performed at Customer's request, if inspection does not reveal any deficiency covered by the scope of work and services;
  2. Work and/or services performed at Customer's request at times other than during Danforth's normal working hours; and
  3. Work and/or services performed on equipment not covered by the scope of work and/or services.

Unless otherwise agreed in writing, Danforth may invoice CUSTOMER on a monthly or other progress-billing basis. Invoices are due and payable upon receipt by CUSTOMER. If CUSTOMER disagrees with any portion of an invoice, it shall notify Danforth in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute. Danforth may suspend or terminate work or services at any time if payment is not received when due and shall be entitled to compensation for the work and services previously performed and for costs reasonably incurred in connection with the suspension or termination.

On amounts not paid within 30 days of invoice date, Customer shall pay interest from the invoice date until payment is received at the lesser of 12% per annum or the maximum rate allowed by law. Customer shall reimburse Danforth for Danforth's costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this agreement.

Except to the extent expressly agreed in writing, Danforths' fees do not include any taxes, excises, fees, duties or other government charges related to the work or services, and Customer shall pay such amounts or reimburse Danforth for any amounts it pays. If Customer claims that work or services is subject to a tax exemption or direct payment permit, it shall provide Danforth with a valid exemption certificate or permit and indemnify, defend and hold Danforth harmless from any taxes, costs and penalties arising out of the use or acceptance of same.

- 4.03 **Work.** The price to be paid by Customer for the Work shall be \$198,215. Payments (including payment for materials delivered to Danforth and work performed on and off-site) shall be made to Danforth as follows:
- 4.04 **Timely Payments.** The Customer agrees to pay DANFORTH per Table 4.1 below. Customer agrees to pay DANFORTH a \$39,643 mobilization fee and monthly AIA (American Institute of Architects) invoices submitted by DANFORTH per Agreement, (**Schedule 4, 1. Compensation**). A payment schedule of values will be submitted to Customer for approval utilizing AIA format. Each of the payments specified in Table 4.1 – FIM Work Payment Schedule will be made by Customer pursuant to invoices submitted by DANFORTH.

**Table 4.01 – FIM Work Payment Schedule**

<b>Project Phase</b>	<b>Payments (\$)</b>	<b>Payment Due</b>
Mobilization	\$39,643	Net 30 Days from Contract Execution
Month 1	AIA Billing	Net 30 Days from Invoice
Month 2	AIA Billing	Net 30 Days from Invoice
Month 3	AIA Billing	Net 30 Days from Invoice
Month 4	AIA Billing	Net 30 Days from Invoice
Month 5	AIA Billing	Net 30 Days from Invoice
Month 6	AIA Billing	Net 30 Days from Invoice
Month 7	AIA Billing	Net 30 Days from Invoice
<b>Project Total:</b>	<b>\$198,215</b>	

**Attachment 1**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PARTIES:** The John W. Danforth Company ("Danforth")  
300 Colvin Woods Parkway  
Tonawanda, New York 14150

Village of Brockport, NY  
400 North Main Street.  
Warsaw, NY 14569

**PROJECT:** CUSTOMER Energy Performance Contract dated November 12, 2012 between Danforth and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by Danforth (check as applicable):
  - punch list attached
  - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, Danforth and Customer shall sign the Certificate of Final Completion attached hereto.

Dated: October 6, 2016

**CUSTOMER**

**DANFORTH**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 2**  
**CERTIFICATE OF FINAL COMPLETION**

**PARTIES:** Danforth  
300 Colvin Woods Parkway  
Tonawanda, New York 14150

Village of Brockport, NY  
400 North Main Street.  
Warsaw, NY 14569

**PROJECT:** CUSTOMER Energy Performance Contract dated November 12, 2012 between Danforth and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases Danforth's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated: October 6, 2016

**CUSTOMER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DANFORTH**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment 3

Project Name: DFW

Line #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existing Watts	Existing KWH	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KWH	General Comments
1	PLANS	4500	6	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	354	1593	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	6	156	702	
2	TASK	2000	1	A2STR	4' 2L STRIP FIXTURES W/TRNS	59	118	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	1	26	52	
3	OFFICE	4500	2	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	118	531	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	2	52	234	
4	OFFICE	4500	4	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	236	1062	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	4	104	468	
5	PASSAGE	4500	1	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	59	266	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	1	26	117	
6	RESTROOM	2000	1	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	59	118	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	1	26	52	
7	RESTROOM	1000	1	D2VTR	2' 2L VANITY	33	33	NIDV	REMOVE FIX. & INSTALL NEW 2' VANITY W/ (1) 2' LED LAMPS	1	11	11	
8	BREAK AREA	4500	2	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	118	531	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	2	52	234	
9	GARAGE	4500	24	A2STR	4' 2L STRIP FIXTURES W/TRNS	1416	6372	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	24	624	2808	
10	GARAGE	4500	2	A6HFB	4' 6L W/TRNS	432	1944	R6A	RETRO (1) FIX. W/ (6) 4' LED LAMPS	2	192	864	
11	STORAGE	2000	6	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	354	708	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	6	156	312	
12	STORAGE	2000	6	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	354	708	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	6	156	312	
13	GARAGE	4500	35	A2ITR	4' 2L INDUSTRIAL SHADE W/ 12W TRS	2065	9293	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	35	910	4095	
14	GARAGE	4500	4	A2VTR	4' 2L VAPOR TIGHT W/ TR LAMPS	236	1062	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	4	104	468	
15	STORAGE	2000	2	A2STR	4' 2L STRIP FIXTURES W/TRNS	118	236	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	2	52	104	
16	LOCKER	4500	1	A3WTR	4' 3L WRAP FIXTURE W/TRNS	91	419	R3A	RETRO (1) FIX. W/ (3) 4' LED LAMPS	1	39	176	
17	STORAGE	2000	1	A3WTR	4' 3L WRAP FIXTURE W/TRNS	91	186	R3A	RETRO (1) FIX. W/ (3) 4' LED LAMPS	1	39	78	
18	OUTSIDE	4500	3	MH175	175W METAL HALIDE	615	2768	LED60WP	NEW 60W LED WALLPACK FIXTURE	3	180	810	

**Attachment 3**

Project Name: DPW

Line #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existing Watts	Existing KWH	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KWH	General Comments
19	OUTSIDE	4500	2	I60	60W INCANDESCENT	120	540	LED28WP	NEW 28W LED WALLPACK FIXTURE	2	56	252	
20	OUTSIDE	4500	1	MH100	100W METAL HALIDE	125	563	LED40WP	NEW 40W LED WALLPACK FIXTURE	1	40	180	
21	BUILDING 2	1000	16	A2VTT8	4'x2L VAPOR TIGHT W/ TR LAMPS	944	944	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	16	416	416	
22	BUILDING 2	1000	2	42CP	42W COMPACT FLUORESCENT	96	96	LED125I	NEW 12W LED SCREW IN	2	24	24	
23	OUTSIDE	4500	1	MV175	175W MERCURY VAPOR	205	923	LEDBARN12	NEW 12W LED BARN FIXTURE	1	12	144	
24	BUILDING 1	1000	10	A2IT8	4'x2L INDUSTRIAL SHADE W/ 12W T8S	590	590	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	10	260	260	
25	BUILDING 1	2000	2	42CP	42W COMPACT FLUORESCENT	96	192	LED125I	NEW 12W LED SCREW IN	2	24	48	
26	STORAGE	500	5	A2STR	4'x2L STRIP FIXTURES W/ T8S	295	148	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	5	130	65	
27	STORAGE	500	1	B3W4T8	8'x2L WRAP W/ 4' TR LAMPS	59	30	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	1	26	13	
28	BREAK AREA	1000	4	A2TT8	4'x2L TROFFER FIXTURE W/ T8S	216	236	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	4	104	104	
29	TOILET	500	1	A3TT8	4'x3L TROFFER W/ T8S	91	47	RR2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS RELOCATION KIT	1	26	13	
30	FURNACE	500	1	A1STR	4'x1L STRIP FIXTURE W/ 12W T8S	32	16	R1A	RETRO (1) FIX. W/ (1) 4' LED LAMP	1	16	8	
31	OUTSIDE	4500	5	MV175	175W MERCURY VAPOR	1025	4613	LED63CH	NEW 63W LED COBRA HEAD	5	315	1418	
32	OUTSIDE	4500	1	MH400	400W METAL HALIDE	458	2061	LED95FLOOD	NEW 95W LED FLOOD	1	95	428	
33	OUTSIDE	4500	1	MV175	175W MERCURY VAPOR	205	923	LED95FLOOD	NEW 95W LED FLOOD	1	95	428	
34	WOOD SHED	500	3	A2VTT8	4'x2L VAPOR TIGHT W/ TR LAMPS	177	89	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	3	78	39	
35	GARAGE	500	8	A2VTT8	4'x2L VAPOR TIGHT W/ TR LAMPS	472	236	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	8	208	104	
36	BUILDING 4	1000	16	A2VTT8	4'x2L VAPOR TIGHT W/ TR LAMPS	944	944	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	16	416	416	

**Attachment 3**

Project Name: DPW \_\_\_\_\_

Line #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existing Watts	Existing KWH	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KWH	General Comments
27	BRICK BUILDING	4500	1	I100	100W INCANDESCENT	100	450	LED2AWP	NEW 2KW LED WALLPACK FIXTURE	1	2K	126	
28	BRICK BUILDING	8760	3	A2ITR	4' 2L INDUSTRIAL SHADE W/ 32W TBS	177	1551	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	3	78	683	
29	BRICK BUILDING	1000	4	A2ITR	4' 2L INDUSTRIAL SHADE W/ 32W TBS	236	236	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	4	104	104	
30	BRICK BUILDING	1500	1	A2WTR	4' 2L WRAP FIXTURE W/ TR LAMPS	59	89	R2A	RETRO (1) FIX. W/ (2) 4' LED LAMPS	1	26	39	
41	TOILET	1000	1	I60	60W INCANDESCENT	60	60	NDR	INSTALL LED DRUM FIX	1	15	15	

Totals:

102.00

Project Name: Police

Line #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existing gWatts	Existing KW/H	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KW/H	Sensor Qty	Sensor	General Comments
1	ENTRANCE	8760	2	A3TTR	4" 3L TROFFER W TBS	186	1629	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	2	78	683			
2	COMMUNICATION	8760	8	A2BTR	4" 2L BOX FIXTURE W/TBS	472	4115	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	8	208	1822			
3	STORAGE	500	1	A3TTR	4" 3L TROFFER W TBS	93	47	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	1	39	20	WS	1	
4	OFFICE	2500	2	A3TTR	4" 3L TROFFER W TBS	186	465	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	2	78	195	WS	1	
5	STORAGE	500	2	A3TTR	4" 3L TROFFER W TBS	186	93	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	2	78	39	WS	1	
6	CHIEF	2500	4	A3TTR	4" 3L TROFFER W TBS	372	970	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	4	156	590	WS	1	
7	SERVER	2500	1	D2UTR	2" 2L TROFFER W/TB LATHES	60	150	RRC2D	RETRO(1) FIX W (2) 2" LED LAMPS RELOCATOR KIT	1	18	45	WS	1	
8	TOILET	500	1	A2WTR	4" 2L WRAP FIXTURE W TB LAMPS	59	30	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	1	26	13	WS	1	
9	UTILITY	500	1	A2WTR	4" 2L WRAP FIXTURE W TB LAMPS	59	30	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	1	26	13			
10	TOILET	500	1	A2WTR	4" 2L WRAP FIXTURE W TB LAMPS	59	30	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	1	26	13			
11	INTERVIEW	1000	1	A3TTR	4" 3L TROFFER W TBS	93	93	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	1	39	39	WS	1	
12	HALL	8760	5	A3TTR	4" 3L TROFFER W TBS	465	4073	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	5	195	1708			
13	PROPERTY	1000	2	A3TTR	4" 3L TROFFER W TBS	186	186	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	2	78	78			
14	PROCESSING	8760	4	A3TTR	4" 3L TROFFER W TBS	372	3259	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	4	156	1367			
15	PROCESSING	1000	2	A3BTR	4" 2L BOX FIXTURE W/TBS	118	118	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	2	52	52			
16	CELLS	1000	4	13CP	13W COMPACT FLUORESCENT	80	80	LEBMSI	NEW 8W LED SCREEN IN	4	32	32			
17	PASSAGE	8760	2	A2WTR	4" 2L WRAP FIXTURE W TB LAMPS	118	1034	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	2	52	456			
18	PROPERTY	1500	18	A2NTR	4" 2L STRIP FIXTURES W/TBS	1062	1591	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	18	468	702			
19	PROPERTY	8760	10	A2NTR	4" 2L STRIP FIXTURES W/TBS	590	5168	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	10	260	2278			
20	INTERVIEW	1000	1	A3TTR	4" 3L TROFFER W TBS	93	93	R3A	RETRO(1) FIX W (3) 4" LED LAMPS	1	39	39	WS	1	
21	STAIRS	8760	2	A2WTR	4" 2L WRAP FIXTURE W TB LAMPS	118	1034	R2A	RETRO(1) FIX W (2) 4" LED LAMPS	2	52	456			

Project Name: Police

Line #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existin gWatts	Existing KWH	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KWH	Sensor	Sensor Qty	General Comments
22	HALL	8760	4	A3TTR	4 3L TROPPER W TBS	372	3259	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	4	186	1367			
23	HALL	8760	3	D3TTR	2 3L TROPPER W TBS	231	2024	RK2D	RETRO (1) FIX W (2)*2 LED LAMPS RELOCATOR KIT	3	54	473			
24	PATRICE	8760	4	A3TTR	4 3L TROPPER W TBS	372	3259	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	4	186	1367	CP	1	
25	STORAGE	8760	1	D3TTR	2 3L TROPPER W TBS	77	675	RK2D	RETRO (1) FIX W (2)*2 LED LAMPS RELOCATOR KIT	1	18	158	WS	1	
26	JUVENILE	1500	1	A3TTR	4 3L TROPPER W TBS	94	140	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	1	39	59			
27	OFFICE	8760	3	A3TTR	4 3L TROPPER W TBS	279	2444	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	3	137	1025	CP	1	
28	CONFERENCE	3000	9	A3TTR	4 3L TROPPER W TBS	807	2311	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	9	351	1053	CP	2	
29	MENS LOCKER	8760	3	A3TTR	4 3L TROPPER W TBS	279	2444	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	3	137	1025	CP	1	
30	TOILET	8760	1	A3TTR	4 3L TROPPER W TBS	94	815	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	1	39	542	WS	1	
31	WOMENS LOCKER	1000	1	D3TTR	2 3L TROPPER W TBS	77	77	RK2D	RETRO (1) FIX W (2)*2 LED LAMPS RELOCATOR KIT	1	18	18	WS	1	
32	WOMENS LOCKER	8760	1	A3TTR	4 3L TROPPER W TBS	94	815	R3A	RETRO (1) FIX W (3)*4 LED LAMPS	1	39	143	WS	1	
33	PASSAGE	2500	1	D3TTR	2 3L TROPPER W TBS	77	193	RK2D	RETRO (1) FIX W (2)*2 LED LAMPS RELOCATOR KIT	1	18	45	WS	1	
34	STAIRS	8760	1	15CP	15W COMPACT FLUORESCENT	20	175	LE1W8S	NEW RW LED SCREW IN	1	8	70			
35	SECOND FLOOR	500	9	160	60W INCANDESCENT	540	270	LE1W8S	NEW RW LED SCREW IN	9	72	36			
36	FURNACE	500	2	A2WTR	4 2L WRAP FIXTURE W TR LAMPS	118	59	R2A	RETRO (1) FIX W (2)*4 LED LAMPS	2	52	36			
37	STORAGE	500	2	160	60W INCANDESCENT	120	60	LE1W8S	NEW RW LED SCREW IN	2	16	8			
38	OFFICE	4500	5	1100	100W INCANDESCENT	560	2250	LED5H00D	NEW 52W LED FLOOD	5	260	1170			
39	OUTSIDE	4500	3	11P570	70W HIGH PRESSURE SODIUM	285	1283	LEDHWP	NEW 28W LED WALLPACK FIXTURE	3	84	378			
40	OUTSIDE	4500	1	MV175	175W MERCURY VAPOR	205	924	LE1HARR32	NEW 12W LED BARN FIXTURE	1	32	144			

**Total:** 12900

# ENHANCED LIGHTING SURVEY LOG

Project Name: VILLAGE HALL

Line #	Floor	Rm #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existing gWatts	Existing KWH	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KWH	General Comments
1			CODE ENFORCEMENT	2500	12	23CP	15W COMPACT FLUORESCENT	300	750	LEDMSI	NEW 8W LED SCREW IN	12	96	240	
2			RECEPTION	2500	12	23CP	15W COMPACT FLUORESCENT	300	750	LEDMSI	NEW 8W LED SCREW IN	12	96	240	
3			RECEPTION	2500	6	A2BT8	4" 2L BOX FIXTURE W/T8S	354	885	R2A	RETRO (1) FIX W/(2) 4" LED LAMPS	6	156	390	
4			HALL	2500	6	23CP	15W COMPACT FLUORESCENT	150	375	LEDMSI	NEW 8W LED SCREW IN	6	48	120	
5			OFFICE	2500	2	A2BT8	4" 2L BOX FIXTURE W/T8S	118	295	R2A	RETRO (1) FIX W/(2) 4" LED LAMPS	2	52	130	
6			HALL	2500	1	D3TTR	2" 2L TROFFER W/T8S	77	193	RR2D	RETRO (1) FIX W/(2) 2" LED LAMPS RELOCATOR KIT	1	18	45	
7			HALL	2500	2	D2TUT8	2" 2L TROFFER W/T8/L-TUBES	120	300	RR2D	RETRO (1) FIX W/(2) 2" LED LAMPS RELOCATOR KIT	2	36	90	
8			MENS	1000	1	D2TUT8	2" 2L TROFFER W/T8/L-TUBES	60	60	RR2D	RETRO (1) FIX W/(2) 2" LED LAMPS RELOCATOR KIT	1	18	18	
9			WOMENS	1000	1	D2TUT8	2" 2L TROFFER W/T8/L-TUBES	60	60	RR2D	RETRO (1) FIX W/(2) 2" LED LAMPS RELOCATOR KIT	1	18	18	
10			STORAGE	2500	2	15CP	15W COMPACT FLUORESCENT	40	100	LEDMSI	NEW 8W LED SCREW IN	2	16	40	
11			MAYOR	1500	2	A4TTR	4" 4L RECESSED TROFFER W/T8S	224	336	RR2A	RETRO (1) FIX W/(2) 4" LED LAMPS RELOCATOR KIT	2	52	78	
12			BREAK AREA	2500	2	A2WTR	4" 2L WRAP FIXTURE W/T8 LAMPS	118	295	R2A	RETRO (1) FIX W/(2) 4" LED LAMPS	2	52	130	
13			COURT CLERK	2500	2	D2TUT8	2" 2L TROFFER W/T8/L-TUBES	120	300	RR2D	RETRO (1) FIX W/(2) 2" LED LAMPS RELOCATOR KIT	2	54	135	
14			PASSAGE	3500	6	23CP	15W COMPACT FLUORESCENT	150	525	LEDMSI	NEW 8W LED SCREW IN	6	48	168	
15			COURT	2500	23	D2TUT8	2" 2L TROFFER W/T8/L-TUBES	1380	3450	RR2D	RETRO (1) FIX W/(2) 2" LED LAMPS RELOCATOR KIT	23	621	1553	
16			BASEMENT	500	10	23CP	15W COMPACT FLUORESCENT	250	125	LEDMSI	NEW 8W LED SCREW IN	10	80	40	
17			UPPER FLOORS	2500		NR	NO RETROFIT REQUIRED								LOW BURN
18			OUTSIDE	4500	8	HP570	70W HIGH PRESSURE SODIUM	760	3420	LED28WP	NEW 28W LED WALLPACK FIXTURE	8	224	1008	
19			OUTSIDE	4500	2	MV175	175W MERCURY VAPOR	410	1845	LEDMSI	NEW 45W LED SCREW IN	2	90	405	

**ENHANCED LIGHTING SURVEY LOG**

Project Name: VILLAGE HALL

Line #	Floor	Rm #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existin gWatts	Existing KWH	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KWH	General Comments
26			OUTSIDE	4500	2	2-13CP	(2) 11W COMPACT FLUORESCENT	60	270	NDH	INSTALL LED DRUM FIX	2	70	135	

Totals: 102.00

Project Name: WELCOME CENTER

Line #	Floor	Rm #	Room Description	Hours	# of Fix.	Fixture Code	Fixture Type	Existin gWatts	Existing KWH	Retro Code	Retro Description	Retrofit Qty	Proposed Watts	Proposed KWH	General Comments
1			HAYER	500	5	A3WTR	4' 3L WRAP FIXTURE W/TRS	465	233	RSA	RETRO (1) FIX W/ (1) 4' LED LAMPS	5	195	98	
2			OUTSIDE	2000	3	175	75W INCANDESCENT	225	450	LED12SI	NEW 12W LED SCREW IN	3	36	72	
3			OUTSIDE	2000	7	1SCP	15W COMPACT FLUORESCENT	140	280	LED08SI	NEW 8W LED SCREW IN	7	56	112	
4			REST OF BUILDING	1000	8	A2WTR	4' 2L WRAP FIXTURE W/TRS LAMPS	472	472	RSA	RETRO (1) FIX W/ (2) 4' LED LAMPS	8	208	208	
5			REST OF BUILDING	1000	4	A3WTR	4' 3L WRAP FIXTURE W/TRS	372	372	RSA	RETRO (1) FIX W/ (1) 4' LED LAMPS	4	156	156	

Totals:

27 100