

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, September 16, 2013 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:**
- **PUBLIC HEARING:** 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)
- **OATH OF OFFICE:**
 - Ceremonial Swearing In - Promotion of Police Officer Paul Wheat to Sergeant
- **CERTIFICATES & PROCLAMATIONS:**
 - Dr. Lesli Myers, BCSD Spt to accept proclamation & share anti-bullying efforts – October: Anti-Bullying Awareness Month
- **GUESTS:**
 - Amanda Stroh etc of BCSD – parade application (Village streets) – Homecoming Parade Friday 10/4
 - Mark Logan of RIT School of Film & Animation – student project filming in Brockport Saturday, 11/9
 - Ronan John-Baptiste of Just Energy – 12 month peddling application
 - URMC – Real Estate Services & Space Planning – re Strong West – 156 west Avenue

- **CONSENSUS ITEMS:**
 - Approval of minutes – 8/19 & 8/26
 - Approval of bills to be paid
- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 - LGRMIF grant application awarded \$16,105
 - Update on 2013 Village tax collection
- **DEPARTMENT REPORTS:** (VB meeting the 3rd Monday of each month)
 - Treasurer – Daniel P. Hendricks
 - Financial reports for period ending 8/31/13
 - Budget Transfers & Budget Amendments
 - Overview of 9/9-9/13 NYCOM Fall Training School
 - Building / Zoning / Code Enforcement – Codes Officer Scott C. Zarnstorff
 -
 - Police – Police Chief Daniel P. Varrenti
 -
 - Public Works – Superintendent Harry G. Donahue
 -

- **PERSONNEL ITEMS:**
 - Approve promotion of Part Time Police Officer Robert Hagen to full time
 - Deputy Clerk-Treasurer vacancy – Search Committee update
 - Building Inspector Part Time vacancy – Search Committee update
 - Remaining Boards/Committees vacancies –
 - Planning Board – complete a 5-year term in progress to 6/30/17
 - Parks Committee – complete a 4-year term in progress to 6/30/16
 - Tree Board – 4-year term to 6/30/17 (DPW rep)

- **OLD BUSINESS:**
 -
- **NEW BUSINESS:**
 - Approve & authorize Mayor to execute contract – CLG – State & National Register Nominations
 - Village Court – final report

- **VILLAGE BOARD REPORTS:**
 - Mayor Margaret B. Blackman
 -
 - Trustee/Deputy Mayor William G. Andrews
 -
 - Trustee Valerie A. Ciciotti
 -
 - Trustee Carol L. Hannan
 -
 - Trustee John D. La Pierre
 -

- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**
 - Upcoming:
 - Village Board work session: 7pm Monday, 9/23
 - Village Board meeting: 7pm Monday, 10/7
 - Village Hall closed: Monday, 10/14
 - Village Board meeting: 7pm Monday, 10/21 (with Attorney, Treasurer, and Department Heads)
 - Village Board work session: 7pm Monday, 10/28

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.

PROCLAMATION

WHEREAS; we must safeguard schools and communities for our children, and through our recognition of the serious issues that face them each day, offer our children an environment that holds promise and security; and

WHEREAS; many organizations, school districts, educators and parents have publicly expressed concern about the bullying of children; and

WHEREAS; each day an estimated 160,000 children refuse to go to school because they dread the physical and verbal aggression of their peers, and the loneliness that comes from being excluded and made the target of rumors and cyber-bullying; many more students attend school in a chronic state of anxiety; and

WHEREAS; it is important that we acknowledge and heighten awareness about the serious issues and the negative effects of bullying, including the long-term damage it can cause in our youth as well as the risks of teenage suicide; and

WHEREAS; providing a safe physical and emotional environment is a significant goal and a personal responsibility of each individual; and

WHEREAS; it is time to "Stand UP for Character – DOWN to Bullying!"

NOW, THEREFORE, I, Margaret B. Blackman, by virtue of the authority vested in me as Mayor, along with Trustees Andrews, Ciciotti, Hannan and La Pierre, do tender this proclamation, and designate the month of October 2013 as Anti-Bullying Awareness Month in the Village of Brockport as a symbol of our commitment to the year-round struggle against bullying.

ADOPTED by unanimous vote of the Brockport Village Board on September 16, 2013.

IN WITNESS WHEREOF, we have here unto set our hands and caused the Corporate Seal of the Village of Brockport to be affixed.

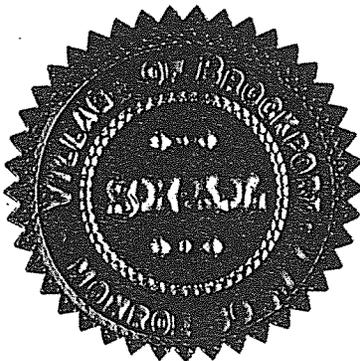
Margaret B. Blackman, Mayor

William G. Andrews, Trustee/Deputy Mayor

Valerie A. Ciciotti, Trustee

Carol L. Hannan, Trustee

John D. La Pierre, Trustee



VILLAGE OF BROCKPORT
PARADE / PROCESSION APPLICATION

(when street(s) closure is involved)

Date of Application: 8/27/13

Proof of Insurance Provided: _____

Date scheduled on Village Board agenda: 9/16/13

Note: Applicant must attend Village Board meeting.

GROUP / ORGANIZATION: Brockport Central Schools
(BHS Student Council)

PERSON(S) IN CHARGE: Amanda Stroh, Jessica Emmerson,
Ariel Dickinson, Todd Haggren, Chris Bourne

ADDRESS: 40 Allen Street

TELEPHONE: (585) 764-1951

FAX: _____

E-MAIL: astroh64@gmail.com

PARADE / PROCESSION DATE: Friday, October 4th 2013

START TIME: 5:30

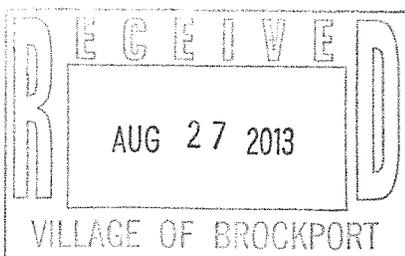
END TIME: 6:45

PURPOSE: To foster collaboration between the Brockport
Central School District and Village of Brockport. We would
like to reinstate a feeling of community into homecoming
ROUTE: (attach a map also) weekend.

lining up on college street, make a left on utica
street down to Adams street, left at light on
to Allens street, through school district, ending at
Brockport high school.

APPLICANT HAS RECEIVED A COPY OF VILLAGE CODE CHAPTER 33
AND AGREES TO ABIDE BY THE REGULATIONS.

Note: Main Street closure requires process involving New York State Department of Transportation.



[Signature]
SIGNATURE OF APPLICANT

ASSESSMENT OF REQUEST INVOLVING STREET(S) CLOSURE

Village service impact statement for costs, staffing equipment or materials
(Taxpayer dollars) that would be required for application event.

Brockport Department of Public Works:

Services required: Drop barricades various locations on Fri. 10-4 picks up Mon. 10-7

Estimated cost: \$150⁰⁰

Superintendent acceptance (circle one): YES NO

Reason: _____

Signature: Henry Donohue Date: 9-6-13

Brockport Code Enforcement:

Services required: NONE

Estimated cost: _____

Code Enforcement Officer acceptance (circle one): YES NO

Reason: _____

Signature: [Signature] Date: 6/11/13

Brockport Police Department:

Services required: Traffic Control

Estimated cost: \$300 Approx. for extra traffic point coverage

Chief acceptance (circle one): LT. Mark Cuzzupoli YES NO

Reason: OK'd due to change of location off of MAID ST. also discussed with chief Varenti me

Signature: Mark Cuzzupoli Date: 6/12/13

Brockport Fire Department:

Services required: _____

Estimated cost: _____

Chief acceptance (circle one): NO YES NO

Reason: no per the chief

Signature: _____ Date: _____

Brockport Fire District:

Services required: _____

Estimated cost: _____

Board of Fire Commissioners acceptance (circle one): YES NO

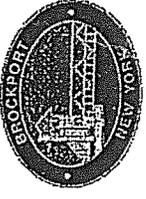
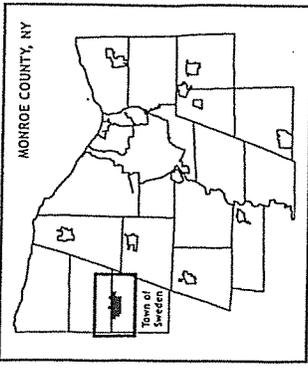
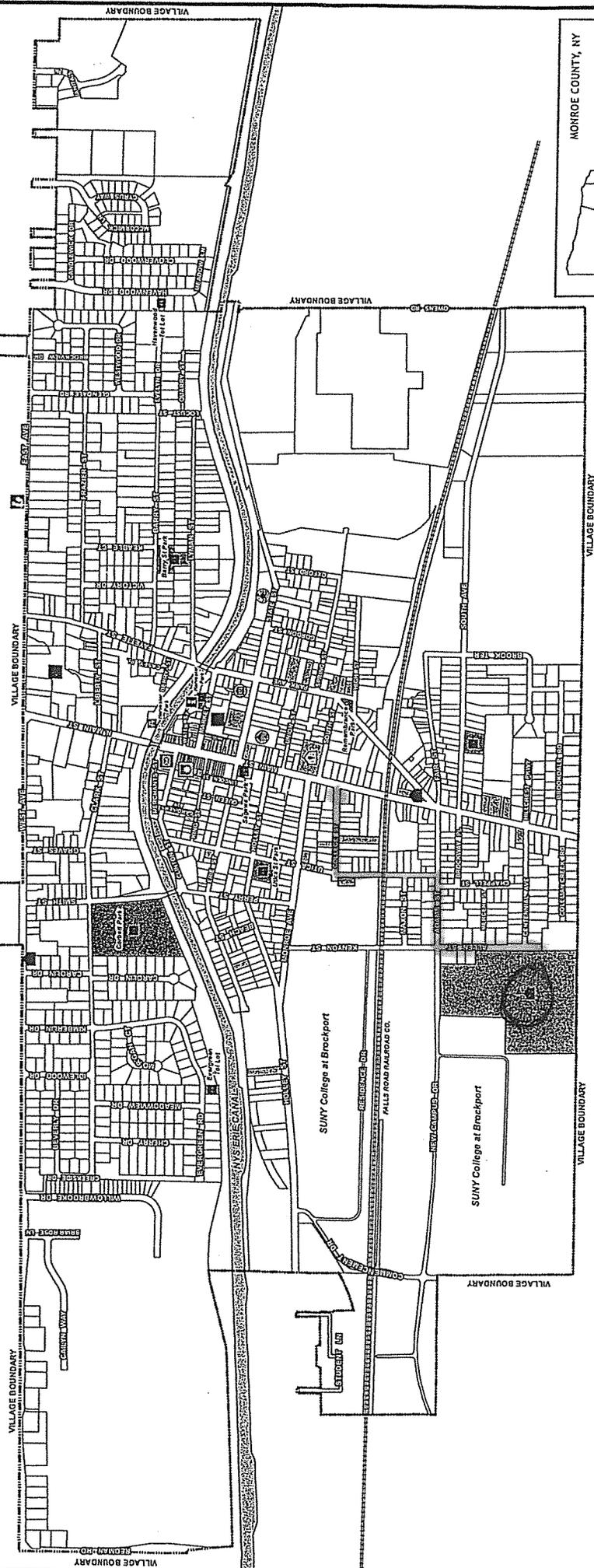
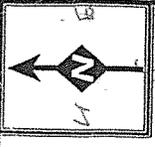
Reason: _____

Signature: _____ Date: _____

Village Board Resolution:

Village Clerk (circle one): Approved Denied Date: _____

Amended as follows: _____



VILLAGE OF BROCKPORT ROAD MAP

MONROE COUNTY, NY

ADOPTED BY BROCKPORT VILLAGE BOARD 10/11/07

KEY TO FEATURES

- Railroad
- Tax Parcels
- NYS Erie Canal
- Historic Landmarks
- Parks & Playgrounds
- Village Boundary
- Seymour Library
- Post Office
- Lakeside Memorial Hospital
- Police Department
- Fire Department
- Fire Station
- Public Works
- Village Sites
- Village Hall
- Town Hall
- Oliver Middle School
- Senior Center
- Morgan Manning House
- Welcome Center

can't make 8/19 - will put on 9/16 VBA agenda

Leslie Ann Morelli

From: Mark Logan [mloganvideo@gmail.com]
Sent: Friday, August 02, 2013 4:43 PM
To: lmorelli@brockportny.org
Subject: RIT Student Film Proposal to Town Board on August 19th meeting

Dear Leslie,

I spoke to you on the phone a few days ago about filming part of a student project in Brockport. Please present this information to the town board during the August 19th meeting. Let me know if I need to add any information. Thank you!

When: Saturday November 9th. We would like to start early in the morning, at about 8 or 9am. We would hope to be finished in about 3 to 5 hours with all of our outdoor filming in Brockport.

Where: We would like to film on Market Street, as it looks like a Main Street, and filming on main street would be much more difficult. We would not use the whole street, but small section of the sidewalk at a time. Here is what will be filmed in the scenes on the street: Our main actress will be running through a crowd of people to catch up with a man. Then we will have a short dialog scene. These both take place on the sidewalk and do not require us to block any roads.

We would also like to film at the Sagawa Park located on Main St. in Brockport. This is a very short scene where our actress notices a man pass her by, then begins to run to catch up with him.

How: During a shot we will ask patrons passing by if they do not mind waiting to pass until the take we are on has been completed. If they do not want to listen or comply, we will simply let them pass with a smile, and wait. Any and all contact with patrons will be respectful and strictly verbal.

There will be approximately 8 crew members, 3 principal cast members, and extras (our crowd members). We are not sure about our extras numbers yet, but I am certain it will be under 30 people. We intend to keep the shots tight (close-up) as to not require a lot of people.

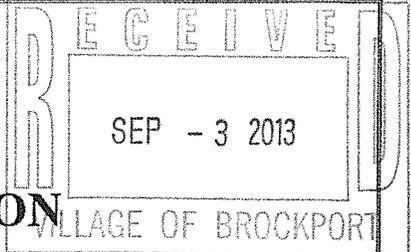
Note: There will be no use of firearms or pyrotechnics on this film set.

Thank you all for your time. I look forward to working with you all.

All the best,

Mark Logan
Rochester Institute of Technology
School of Film&Animation
Owner of Digital Reflex Productions
mloganvideo@gmail.com
digital-reflex-productions.com
(315) 719-5397

VILLAGE OF BROCKPORT
HAWKING-PEDDLING APPLICATION



Date of Application: 09-03-13

Fee submitted: To come \$500 if APPROU

Date scheduled on Village Board agenda: 9-16-13

Note: Applicant must attend Village Board meeting.

BUSINESS or ORGANIZATION: Just Energy

PERSON(s) IN CHARGE: RONAN JOHN - BAPTISTE

ADDRESS: 3901 Genesee St Soile 100

TELEPHONE: 716 218 4089 FAX: _____

E-MAIL: RONAN.BAPTISTE40@GMAIL.COM

LICENSE TO COVER DATES FROM: _____ to _____

TIME OF DAY FROM: 11 pm to 8 pm

• Products to be sold or for which orders are to be solicited: Rate flex protection program (free Registrations)

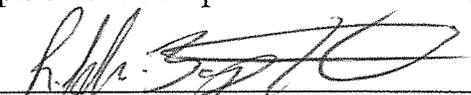
• Items / publications to be distributed: _____

• Nature of other solicitation: DOOR TO DOOR

Vehicle to be used (if any): Year 2003 Make CHEV Model 35000
State of Registry ny Plate # _____

Mobile food units:

Must attach State and County Health Department compliance certificate(s).


SIGNATURE OF APPLICANT

Leslie Ann Morelli

From: archgrants@mail.nysed.gov
Sent: Monday, August 26, 2013 2:36 PM
To: lmorelli@brockportny.org
Cc: fcampion@mail.nysed.gov
Subject: Decision Notification to Applicant - Fund (2013-14)

Project Number: 0580-14-4726

Dear Leslie Morelli

After reviewing your proposal for a Local Government Records Management Improvement Fund (LGRMIF) grant, the New York State Archives, a unit of the New York State Education Department (SED) is pleased to inform you it has tentatively awarded your local government a grant in the amount of \$16,105. Once SED has received approval from the Office of the State Comptroller, you will receive a final approval notice from SED's Grants Finance Unit.

You will receive payment for this grant as follows:

1. 50% of the award, which you should receive in approximately four weeks. Note that the State Archives no longer requires the submission of a Grant Acceptance Form to begin this process.
2. Up to 40% of the grant will be released when you submit form FS-25, Request for Funds for a Federal or State Project, to SED's Grants Finance Unit. Please note that applicants must submit these requests now based on anticipated expenditures only for the following month.
3. The remaining 10% will be released when the Final Project Narrative, the Final Statistical Report, and the Final Project Budget Expenses have been submitted via eGrants, and the Final Expenditure Report (FS-10-F) Short Form has been submitted to the Grants Administration Unit of the New York State Archives and approved by SED's Grants Finance Unit.
4. You must complete all project work and expend all funds no later than June 30, 2014.

You should not initiate any work until you receive final notice of approval of your award from the SED Grants Finance Unit. All grants, regardless of type or dollar amount, are subject to further review, monitoring, and audit to ensure compliance. SED has the right to recoup funds if the approved activities are not performed or if the funds are expended inappropriately.

If you have any questions regarding this offer, you may contact the Grants Administration Unit at (518) 474-6926.

Sincerely,

Denis Meadows
Grants Administration Unit
New York State Archives

Decision Notes (if applicable): see <https://eservices.nysed.gov/ldgrants>

To: Mayor Blackman
From: Daniel P. Hendricks 

Date: September 6, 2013, 2013

Re: Village Board Meeting

Enclosed are the following reports:

Statement of Actual & Estimated Revenues – General, Water and Sewer Funds.

Statement of Expenditures, Encumbrances & Appropriations – General, Water and Sewer Funds.

There are no budget transfers and amendments with this months reports.

Please let me know if you have any questions.

Village of Brockport

Statement of Actual & Estimated Revenues - General Fund

Period Ending - August 31, 2013

Date: 09/06/2013
 Time: 3:08:06PM

Statement of Actual & Estimated Revenue

User: DAN
 Page: 1

Village of Brockport
 For Period Ending 08/31/2013
 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	200,000.00			200,000.00	
A1001.0000					
Real Property Taxes	2,414,833.00	761.71-	2,414,071.29	761.71	99.97
A1081.0000					
In-Lieu-Of Taxes	130,000.00	22,118.07-	146,623.21	16,623.21-	112.79
A1090.0000					
Int & Penalties on Taxes	8,000.00	2,651.30	2,710.41	5,289.59	33.88
A1120.0000					
County Sales Tax	1,450,000.00	381,561.66	381,561.66	1,068,438.34	26.31
A1130.0000					
Utility Gross Receipts Tax	70,000.00	237.88	19,337.11	50,662.89	27.62
A1170.0000					
Franchise Tax	81,000.00			81,000.00	
A1230.0000					
Clerk/Treasurer Fees	1,000.00	140.00	565.00	435.00	56.50
A1520.0000					
Police Fees	1,000.00	15.00	100.00	900.00	10.00
A1560.0000					
Safety Inspections	15,000.00	967.00	2,924.00	12,076.00	19.49
A1710.0000					
Public Works Services	3,000.00		166.67	2,833.33	5.56
A1789.0000					
Docking Fees	4,500.00	760.00	2,079.00	2,421.00	46.20
A2089.0000					
Farmers Market Fees	1,500.00		2,520.00	1,020.00-	168.00
A2110.0000					
Zoning Fees	500.00		200.00-	700.00	-40.00
A2115.0000					
Planning Fees	600.00	45.00	240.00	360.00	40.00
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00			5,000.00	
A2401.0000					
Interest & Earnings	3,000.00			3,000.00	
A2545.0000					
Bus / Occupation License	15,000.00		700.00	14,300.00	4.67
A2590.0000					
Permits	5,000.00	500.00	4,700.00	300.00	94.00
A2610.0000					
Fines & Forfeitures	50,000.00		14,200.00	35,800.00	28.40
A2650.0000					
Scrap Sales	1,000.00		156.00	844.00	15.60
A2665.0000					
Sale of Equipment	3,500.00	12,808.00	12,808.00	9,308.00-	365.94
A2680.0000					
Insurance Recoveries	6,000.00	482.33	482.33	5,517.67	8.04
A2690.0000					
Other Comp-Landfill Reimbursement	2,500.00	7,648.98	7,648.98	5,148.98-	305.96
A2701.0000					
Refund of P/Y Exp	7,500.00			7,500.00	
A2705.0000					
Gifts & Donations		1,473.00	3,056.00	3,056.00-	
A2770.0000					
Other Unclassified	500.00	1,708.16	6,381.06	5,881.06-	1276.21
A3001.0000					
State Aid - AIM	110,000.00			110,000.00	
A3005.0000					
State Aid-Mortgage Tax	30,000.00		14,402.18	15,597.82	48.01
A3089.7000					
State Aid - Other	10,975.00			10,975.00	
A3089.7001					
State Aid, CHIPS	67,000.00			67,000.00	

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 08/31/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A9999.0000					
Acct for Exp.Transfers		822.27	23,134.97	23,134.97-	
Total for Fund: A (Fund - A)	4,697,908.00	388,940.80	3,060,367.87	1,637,540.13	65.14
Report Totals	4,697,908.00	388,940.80	3,060,367.87	1,637,540.13	65.14

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations -General Fund

Period Ending - August 31, 2013

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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	1,148.00	3,444.00			10,333.00	25.00
A1010.4000							
Trustees-Contractual Expenses	34,800.00	8,000.00	16,000.00			18,800.00	45.98
A1010.4090							
Trustees-Miscellaneous	200.00	55.00	220.00			20.00-	110.00
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	2,466.75			7,400.25	25.00
A1210.4000							
Mayor-Contractual Expenses	100.00					100.00	
A1210.4010							
Mayor-Telephone	1,500.00	124.25	425.38			1,074.62	28.36
A1210.4050							
Mayor-Conference Exp	100.00					100.00	
A1320.4000							
Auditor-Contractual Expenses	12,750.00					12,750.00	
A1325.1000							
Clrk/Treas-Personal Services	133,176.00	11,685.11	25,470.71			107,705.29	19.13
A1325.4000							
Clrk/Treas-Total Contractual Expense	300.00	50.00	100.00			200.00	33.33
A1325.4010							
Clrk/Treas-Telephone	7,700.00	310.63	932.11			6,767.89	12.11
A1325.4020							
Clrk/Treas-Office Supplies	4,000.00	415.45	1,121.99		1,898.00	980.01	75.50
A1325.4030							
Clrk/Treas-Computer Supplies	9,000.00		175.00			8,825.00	1.94
A1325.4050							
Clrk/Treas-Membership Fees	600.00	35.00	110.00			490.00	18.33
A1325.4060							
Clrk/Treas-Postage	4,000.00	648.36	648.36		400.00	2,951.64	26.21
A1325.4070							
Clrk/Treas-Copier Expenses	3,700.00	881.36	1,322.04		2,366.12	11.84	99.68
A1325.4080							
Clrk/Treas-Payroll Expense	5,000.00	332.62	646.00			4,354.00	12.92
A1325.4090							
Clrk/Treas-Miscellaneous	1,700.00	5,205.00	6,887.00			5,187.00-	405.12
A1325.4100							
Clrk/Treas - Publications	2,000.00	400.50	823.43		1,176.57	0.00	100.00
A1325.4110							
Clrk/Treas-Training	2,500.00	280.39	290.58			2,209.42	11.62
A1325.4120							
Clrk/Treas-Tax Bill Processing	1,700.00		350.00			1,350.00	20.59
A1420.4000							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
Law-Total Contractual Expenses	57,960.00					57,960.00	
A1420.4016							
Village Attorney- Harris, Chesworth &	8,040.00	8,675.00	8,675.00			635.00-	107.90
A1440.4020							
Engineer-Chatfield Engineers	5,000.00	209.25	558.00			4,442.00	11.16
A1450.4000							
Total Contractual Expenses	600.00					600.00	
A1450.4010							
Elections-Inspector Salaries	1,000.00		1,000.00				100.00
A1450.4020							
Elections-Legal Notice Publication	200.00		188.80		11.20	0.00	100.00
A1450.4030							
Elections-Supplies	1,040.00		1,037.40			2.60	99.75
A1490.1000							
Pub Wrks Admin-Total Personal Ser	116,603.00	10,428.54	23,801.54			92,801.46	20.41
A1490.4020							
Pub Wrks Admin-Conference Exp	300.00					300.00	
A1490.4030							
Office Supplies/Postage	700.00	163.87	177.73		297.63	224.64	67.91
A1490.4040							
Permits, Licenses, Fees	300.00					300.00	
A1490.4090							
Pub Wrks Admin-Miscellaneous	500.00					500.00	
A1620.4020							
Natural Gas-DPW	6,000.00	26.49	296.43			5,703.57	4.94
A1620.4021							
Bldgs-Gas 1 Clinton Street	1,500.00	19.56	83.49			1,416.51	5.57
A1620.4022							
Bldgs-Gas 49 State Street	2,000.00		189.75			1,810.25	9.49
A1620.4030							
Electric-DPW	6,300.00		521.13			5,778.87	8.27
A1620.4031							
Bldgs-Electric-1 Clinton Street	10,000.00	1,153.23	3,147.08			6,852.92	31.47
A1620.4032							
Bldgs-Electric-49 State Street	4,800.00	658.76	1,689.85			3,110.15	35.21
A1620.4034							
Elec- Main St Sign	300.00	33.78	99.85			200.15	33.28
A1620.4050							
Bldgs-Janitorial Supplies	750.00	66.50	92.62		507.38	150.00	80.00
A1620.4051							
Bldgs-Janitor Supplies- Clinton St	4,150.00	349.50	963.78		3,031.22	155.00	96.27
A1620.4052							
Bldgs-Janitor Supplies-State Street	4,300.00	436.58	1,019.58		3,264.42	16.00	99.63

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
A1620.4060							
Bldgs-Repair Items	9,350.00	504.58	1,906.58		5,371.37	2,072.05	77.84
A1620.4070							
Telephone - DPW	1,200.00	161.42	389.30			810.70	32.44
A1620.4090							
Bldgs-Miscellaneous	3,000.00	340.00	1,901.66		653.34	445.00	85.17
A1640.4000							
Central Garage- Contractual Expens	1,750.00					1,750.00	
A1640.4010							
Fasteners	1,000.00				425.00	575.00	42.50
A1640.4020							
Auto -Electrical	650.00	147.89	147.89		302.11	200.00	69.23
A1640.4040							
Tools	1,000.00		55.61		794.39	150.00	85.00
A1640.4050							
Welding Supplies	500.00				400.00	100.00	80.00
A1640.4060							
Fuel Additives/Oil	3,375.00				1,900.00	1,475.00	56.30
A1640.4070							
Shop Supplies	2,500.00	126.68	182.97		1,102.03	1,215.00	51.40
A1640.4080							
Hydraulic Supplies	1,000.00					1,000.00	
A1640.4090							
Miscellaneous	4,425.00		17.89		182.11	4,225.00	4.52
A1670.4000							
Central Mailing	1,250.00	256.04	9.81			1,240.19	0.78
A1680.2000							
IT Hardware Software	5,000.00					5,000.00	
A1680.4000							
IT Hardware Software	7,500.00		61.20			7,438.80	0.82
A1910.4000							
Unallocated Insurance	60,000.00		59,991.00			9.00	99.99
A1920.4000							
Municipal-Membership Dues	5,100.00	100.00	3,940.00			1,160.00	77.25
A1950.4000							
Taxes on Village Property	1,200.00					1,200.00	
A1990.4000							
Contingency-Allocation Only	148,960.00					148,960.00	
A3120.1000							
Police-Total Personal Services	941,562.00	125,865.36	255,222.64			686,339.36	27.11
A3120.1030							
Police-P/T Officers	31,000.00	7,842.50	12,356.35			18,643.65	39.86
A3120.1040							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
Police-Crossing Guards	12,418.00					12,418.00	
A3120.1055							
Police-Secretaries P/T	40,020.00	4,756.80	7,928.00			32,092.00	19.81
A3120.1060							
Overtime	120,000.00	27,971.84	46,593.91			73,406.09	38.83
A3120.2010							
Police-Vehicles	24,500.00					24,500.00	
A3120.2020							
Police-Firearms	2,000.00						
A3120.2040					1,215.54	784.46	60.78
Police-Office Furniture/Equip	250.00	108.99	108.99			141.01	43.60
A3120.2051							
Police-Computer Software	2,300.00					2,300.00	
A3120.4010							
Police-Telephone	5,200.00	1,570.48	3,044.35			2,155.65	58.55
A3120.4020							
Police-Office Supplies/Postage	2,800.00	151.71	459.50		37.99	2,302.51	17.77
A3120.4030							
Police-Fleet Maintenance	3,300.00	40.26	40.26		2,059.74	1,200.00	63.64
A3120.4031							
Police-Fleet Repairs	2,500.00	13.04	126.16		2,234.24	139.60	94.42
A3120.4032							
Police-Fleet Supplies & Equip	8,800.00	13.98	1,133.98		1,086.02	6,580.00	25.23
A3120.4040							
Police-Fuel	20,000.00	2,338.58	7,016.83			12,983.17	35.08
A3120.4060							
Police-Maintenance Contracts	2,400.00	52.50	819.45		930.55	650.00	72.92
A3120.4065							
Office Equip Lease/Rental	7,600.00	881.36	1,322.04		3,966.12	2,311.84	69.58
A3120.4080							
Police-Quarter Master Unit	5,500.00	139.00	489.00		1,165.99	3,845.01	30.09
A3120.4090							
Police-Miscellaneous	500.00					500.00	
A3120.4100							
Affiliations	150.00					150.00	
A3120.4105							
Training, School, Conferences	1,400.00	37.86	37.86			1,362.14	2.70
A3120.4110							
Police-Publications	600.00				121.24	478.76	20.21
A3120.4120							
Police-Supplies/Life Safety Supplies	3,800.00	180.00	180.00			3,620.00	4.74
A3120.4130							
Police-Computer Supplies	1,000.00					1,000.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
A3120.4140							
Police-Medical/Psychological	600.00					600.00	
A3120.4150							
Police-Special Enforcement	840.00				290.00	550.00	34.52
A3120.4155							
Police- STOP DWI	10,975.00		193.45			10,781.55	1.76
A3120.4160							
Police-Bike Patrol	300.00		0.03			299.97	0.01
A3120.4170							
Police-Explorer Post	200.00					200.00	
A3120.4180							
Police-Community Service	250.00					250.00	
A3120.4210							
Police-Technicians	200.00					200.00	
A3120.4220							
Police-Special Events	100.00					100.00	
A3120.4230							
Police-NYS Accreditation	100.00					100.00	
A3120.4240							
Police-Less Lethal Training Equip	3,800.00	1,004.06	1,004.06		172.80	2,623.14	30.97
A3310.4010							
Traffic Control-Signal	600.00	55.04	104.88			495.12	17.48
A3310.4020							
Traffic Control-Paint	1,500.00	877.88	877.88		622.12		100.00
A3310.4030							
Traffic Control-Signs	2,500.00		371.44		521.30	1,607.26	35.71
A3310.4040							
Traffic Control-Channels & Posts	1,300.00					1,300.00	
A3310.4090							
Traffic Control-Miscellaneous	400.00	172.33	172.33		102.67	125.00	68.75
A3410.4290							
Alpha Pagers		24.00	24.00			24.00-	
A3620.1000							
Safety Insp-Total Personal Services	83,079.00	7,984.67	17,296.09			65,782.91	20.82
A3620.4000							
Safety Insp-Total Contractual Expens	300.00					300.00	
A3620.4010							
Cellular/Telephone	1,500.00	79.16	118.26			1,381.74	7.88
A3620.4020							
Training	500.00	293.19	479.63			20.37	95.93
A3620.4030							
Safety Insp-Computer Supplies	300.00					300.00	
A3620.4040							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
Fuel	1,800.00	164.11	451.76			1,348.24	25.10
A3620.4050 Association Dues	250.00					250.00	
A3620.4080 Safety Insp-Uniforms	200.00					200.00	
A3620.4090 Miscellaneous	800.00		146.18		197.82	456.00	43.00
A3620.4200 Postage	800.00	63.27	200.36			599.64	25.05
A3620.4210 Vehicle Maintenance	450.00					450.00	
A4540.4000 Ambulance-Total Contractual Expen		227.20	227.20			227.20	
A4540.4010 Telephone		269.96	497.54			497.54	
A5110.1000 Str Maint-Total Personal Services	472,450.00	64,434.85	159,735.64			312,714.36	33.81
A5110.1001 Streets O/T	19,000.00		1,828.60			17,171.40	9.62
A5110.1060 Str Maint-Overtime	34,500.00	2,694.09	3,990.01			30,509.99	11.57
A5110.2080 Str Maint-Other Equip-Over \$10,000	35,250.00					35,250.00	
A5110.4010 Str Maint-Telephone	500.00	93.18	334.53			165.47	66.91
A5110.4041 Str Maint-Diesel Fuel	25,000.00	2,606.05	5,672.94		19,056.44	270.62	98.92
A5110.4042 Str Maint-Regular Fuel	19,000.00	4,188.37	4,338.64		5,631.57	9,029.79	52.47
A5110.4050 Str Maint-Tools	900.00				676.22	223.78	75.14
A5110.4060 Str Maint-Stone	2,000.00					2,000.00	
A5110.4070 Str Maint-Asphalt	80,000.00	3,374.58	11,011.03		26,149.01	42,839.96	46.45
A5110.4080 Str Maint-Uniforms	3,500.00	1,795.41	2,305.67		1,294.47	100.14	102.86
A5110.4085 Str Maint-Shoes/Boots	1,500.00	345.10	345.10		654.90	500.00	66.67
A5110.4090 Str Maint-Miscellaneous	3,000.00		1,184.02		1,792.00	23.98	99.20
A5110.4100 Str Maint-Equipment Parts	4,800.00	453.37	462.72		829.28	3,508.00	26.92

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
A5110.4110							
Str Maint-Truck Parts	17,000.00	646.06	1,696.76		9,617.63	5,685.61	66.56
A5110.4130							
Str Maint-Physicals/Drug Testing	800.00	225.68	470.68		370.00	40.68-	105.09
A5110.4140							
Str Maint-Buildings	1,200.00					1,200.00	
A5110.4150							
Str Maint-Concrete	2,200.00				225.00	1,975.00	10.23
A5110.4160							
Str Maint-Fill Material	100.00					100.00	
A5110.4165							
Str Maint-Top Soil	1,000.00	340.00	340.00			660.00	34.00
A5110.4170							
Str Maint-Shop Supplies	500.00		67.72		432.28		100.00
A5110.4180							
Str Maint-Training/Travel	200.00					200.00	
A5110.4190							
Str Maint-Grass Seed	500.00	231.96	231.96		268.04	0.00	100.00
A5110.4200							
Str Maint-Publications	150.00		23.00		127.00		100.00
A5110.4210							
Str Maint-Manholes & Covers	1,000.00					1,000.00	
A5110.4220							
Str Maint-Office Supplies	100.00					100.00	
A5110.4230							
Str Maint-Equip Rental	100.00					100.00	
A5112.2000							
CHIPS Work	67,084.00				36,500.00	30,584.00	54.41
A5142.0000							
Personal Services	10,000.00					10,000.00	
A5142.2000							
Snow Plowing-Equipment-Plows	7,000.00					7,000.00	
A5142.4010							
Snow Plowing-Salt	33,000.00				28,000.00	5,000.00	84.85
A5142.4015							
Snow Plowing-Deicer	5,000.00					5,000.00	
A5142.4030							
Snow Plowing-Plow Parts	3,000.00				450.00	2,550.00	15.00
A5142.4090							
Snow Plowing-Contractual Expenses	200.00					200.00	
A5182.4010							
Street Lighting-Electricity	83,000.00	7,180.15	14,023.18			68,976.82	16.90
A5182.4030							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
Street Lighting-Repairs	1,000.00				100.00	900.00	10.00
A5182.4040							
Street Lighting-Parts	1,500.00				700.00	800.00	46.67
A5182.4090							
Street Lighting-Contractual Expenses	100.00					100.00	
A5410.4010							
Sidewalks-Concrete	9,300.00	2,602.02	4,287.01		3,362.00	1,650.99	82.25
A5410.4020							
Sidewalks-Stone	200.00	205.04	205.04			5.04-	102.52
A5410.4090							
Sidewalks-Contractual Expenses-Mis	500.00	454.53	519.53		9.88	29.41-	105.88
A5650.4020							
Paint	200.00					200.00	
A5650.4030							
Signs	200.00				132.80	67.20	66.40
A5650.4040							
Posts	200.00					200.00	
A6410.4000							
Economic Development		39.00	39.00			39.00-	
A6410.4200							
Welcome Center	4,500.00	875.32	2,441.52		1,716.14	342.34	92.39
A6520.4000							
Farmer's Mkt Manager	2,250.00		79.00			2,250.00	
A6520.4010							
Farmer's Market- Publications	250.00					171.00	31.60
A7140.2000							
Parks/Playgrounds-Total Equipment	8,400.00					8,400.00	
A7140.2020							
Parks/Playgrounds-Park Equipment	1,800.00	179.08	537.24		1,411.00	148.24-	108.24
A7140.4000							
Parks & Playgrounds-Totals Contract	1,300.00		1.99		948.01	350.00	73.08
A7140.4010							
Parks/Playgrounds-Equipment Repair	500.00				400.00	100.00	80.00
A7140.4020							
Parks/Playgrounds-Maintenance Sup	2,500.00	72.29	76.99		123.01	2,300.00	8.00
A7140.4030							
Parks/Playgrounds-Gardening	400.00				350.00	50.00	87.50
A7415.4000							
Seymour Library	189,052.00		189,052.00				100.00
A7450.4000							
Museum-Contractual Expenses	850.00	200.71	394.63		490.27	34.90-	104.11
A7460.4000							
Historic Grant Loft Apts. - Contractua		1,082.90	1,082.90			1,082.90-	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
A7510.4000							
Total Contractual Expenses	1,200.00					1,200.00	
A7550.4000							
Celebrations-Total Contractual Expe		1,766.00	4,282.00			4,282.00-	
A7550.4040							
Celebrations-Special Events		575.76	604.24-		200.00	404.24	
A7550.4050							
Celebrations-Electric	600.00	36.10	103.91			496.09	17.32
A7550.4090							
Celebrations-Miscellaneous	200.00				200.00		100.00
A8010.4010							
Zoning- Member Stipends	950.00					950.00	
A8020.1000							
Planning Board-Personal Services	6,706.00	448.57	1,345.71			5,360.29	20.07
A8020.4000							
Planning Board-Total Contractual Ex	700.00	93.00	93.00			607.00	13.29
A8120.4080							
Utilities-Pump Station	600.00	55.80	140.84			459.16	23.47
A8140.4010							
Storm Sewer-Supply Parts	6,000.00		613.20		2,933.26	2,453.54	59.11
A8140.4020							
Strom Sewer-Maintenance Supplies	1,000.00				800.00	200.00	80.00
A8140.4090							
Storm Sewers-Miscellaneous	3,034.00	3,671.24	3,671.24		400.00	1,037.24-	134.19
A8160.4010							
Refuse Collection-Monthly Trash Reh	3,950.00	327.64	824.32		3,122.36	3.32	99.92
A8160.4030							
Refuse Collection-Brush Pick-up	600.00				400.00	200.00	66.67
A8160.4040							
Refuse Collection-Special Pick-up (50.00	25.00-	75.00-			125.00	150.00-
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				1,200.00	2,800.00	30.00
A8170.4090							
Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4000							
Sanitation-Landfill Monitoring	3,000.00				3,000.00		100.00
A8189.4002							
Sanitation-Landfill-Testing	5,000.00					5,000.00	
A8560.4010							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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
Equipment Repairs	1,200.00	76.28	104.72		938.28	157.00	86.92
A8560.4030							
Shade Trees-Supplies	500.00					500.00	
A8560.4090							
Shade Trees-Miscellaneous	500.00		42.72		72.28	385.00	23.00
A9010.8000							
NYS Retirement	218,927.00					218,927.00	
A9015.8000							
Police Retirement System Payments	252,531.00					252,531.00	
A9030.8000							
Social Security	173,303.00	20,274.48	42,779.75			130,523.25	24.68
A9040.8000							
Workers Compensation	124,489.00					124,489.00	
A9045.8000							
Life Insurance	8,076.00	1,151.57	2,379.93			5,696.07	29.47
A9050.8000							
Unemployment Expense	10,000.00					10,000.00	
A9055.8000							
Disability Insurance	5,660.00	830.52	1,726.52			3,933.48	30.50
A9055.8100							
Wellness Insurance	1,265.00		952.00			313.00	75.26
A9060.8000							
Medical Insurance	405,678.00	18,336.03	66,880.55			338,797.45	16.49
A9061.8000							
HRA	140,400.00					140,400.00	
A9070.8000							
Dental Insurance	54,836.00	10,522.48	21,101.95			33,734.05	38.48
A9950.9510							
Proj 51 - Smith St Bridge	10,000.00					10,000.00	
A9999.9000							
Prior Year Expenses			18,911.44	23,988.83-	23,988.83-		
Totals for Fund:	4,698,758.00	389,890.93	1,104,677.31	-23,988.83	169,901.33	3,419,101.97	27.23
A (Fund - A)							
Report totals	4,698,758.00	389,890.93	1,104,677.31	23,988.83-	169,901.33	3,419,101.97	27.23

Village of Brockport

Statement of Actual & Estimated Revenues -Water Fund

Period Ending - August 31, 2013

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 08/31/2013

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	582,000.00	59,826.66	160,755.59	421,244.41	27.62
F2141.0000					
Meter Water Sales O/G	503,486.00	29,319.97	79,077.70	424,408.30	15.71
F2144.0000					
Water Service Charges	2,000.00	20.00	40.00	1,960.00	2.00
F2148.0000					
Interest & Penalties	1,250.00	1,019.98	2,961.99	1,711.99-	236.96
F2401.0000					
Interest & Earnings	1,000.00			1,000.00	
F2401.1000					
Int Earned-Spec Reserves	250.00			250.00	
F2650.0000					
Scrap Sales			589.28	589.28-	
Total for Fund: F (Fund - F)	1,089,986.00	90,186.61	243,424.56	846,561.44	22.33
Report Totals	1,089,986.00	90,186.61	243,424.56	846,561.44	22.33

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations -Water Fund

Period Ending - August 31, 2013

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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	5,000.00					5,000.00	
F1620.4060							
Bldg. Repairs - Water Dept.	1,000.00	66.50	531.72		668.28	200.00-	120.00
F1680.2000						1,000.00	
It Hardware Software	1,000.00						
F1680.4000						2,500.00	
IT Hardware Software	2,500.00						
F1910.4000							
General Insurance	20,760.00		20,760.00				100.00
F1990.4000							
Water-Contingency	28,250.00					28,250.00	
F8310.1000							
Water-Supervision	87,090.00	9,435.27	19,405.95			67,684.05	22.28
F8310.4000						1,400.00	
Water Admin Total CE	1,400.00						
F8310.4040							
Office Expense	2,200.00	40.98	40.98		809.02	1,350.00	38.64
F8310.4090							
Miscellaneous	900.00				400.00	500.00	44.44
F8310.4200							
Postage	1,000.00	141.51	565.95			434.05	56.60
F8320.4000							
Water Purchases	450,000.00	27,798.05	94,082.25		305,917.75	50,000.00	88.89
F8340.1000							
Water-Labor	93,500.00	6,695.64	17,871.69			75,628.31	19.11
F8340.1001							
Water, O/T	3,000.00		187.65			2,812.35	6.26
F8340.2020							
Vehicles	28,130.00					21,565.00	23.34
F8340.2040							
Meters	60,000.00					60,000.00	100.00
F8340.2050							
Wtr Transm - Equipment Other	4,500.00	435.47	435.47		2,369.95	1,694.58	62.34
F8340.4000							
Wtr Transm-Ttl Cont Exp	47,225.00	383.88	6,138.23		1,555.65	39,531.12	16.29
F8340.400B							
Barry St. Project	37,500.00	842.03	895.03			36,604.97	2.39
F8340.4010							
Water Main Supplies	5,338.00	1,726.02	1,869.02		3,161.20	307.78	94.23
F8340.4020							
Vehicle Parts & Supplies	7,427.00	31.27	31.27		3,844.01	3,551.72	52.18
F8340.4030							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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	475.00	35.17	35.17		914.83	475.00-	200.00
F8340.4040							
Curb Box Supplies	2,100.00				600.00	1,500.00	28.57
F8340.4041							
Fuel	1,700.00	922.41	1,831.82			131.82-	107.75
F8340.4050							
Stone	1,500.00	853.04	853.04		646.96		100.00
F8340.4060							
Asphalt	4,100.00					4,100.00	
F8340.4080							
Water Transm-Uniforms	1,250.00	781.14	781.14		766.58	297.72-	123.82
F8340.4090							
Miscellaneous	6,750.00	206.80	428.86		2,523.50	3,797.64	43.74
F8340.4100							
Water Transm-Telephone	2,164.00	185.18	413.07			1,750.93	19.09
F8340.4110							
Water Transm-Electricity	2,250.00	510.77	1,449.50			800.50	64.42
F8340.4120							
Transm - Sample Testing	20,550.00	275.00	5,545.00		15,440.00	435.00-	102.12
F8340.4130							
Wtr Transm-Drug/Alcohol Testing	250.00	65.34	65.34		205.00	20.34-	108.14
F8340.4140							
Wtr Trans-Equip Repair	850.00		26.84			823.16	3.16
F8340.4150							
Wtr Trans-Training	250.00					250.00	
F8340.4160							
Wtr Trans-Concrete	200.00				50.00	150.00	25.00
F8340.4171							
Heating Oil					2,500.00	2,500.00-	
F8340.4180							
Water Transm-Publications	350.00		594.74		1.65	246.39-	170.40
F9010.8000							
NYS Retirement	13,875.00					13,875.00	
F9030.8000							
Social Security	14,500.00	1,227.70	2,853.46			11,646.54	19.68
F9040.8000							
Workers Compensation	12,500.00					12,500.00	
F9045.8000							
Life Insurance	1,000.00					1,000.00	
F9055.8000							
Disability Insurance	1,100.00					1,100.00	
F9060.8000							
Hospital Insurance	25,000.00					25,000.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

Selecting on FUND from F to F

ACCOUNT	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F9061.8000							
HRA	15,600.00					15,600.00	
F9070.8000							
Dental Insurance	12,000.00					12,000.00	
F9710.6000							
Serial Bond - Principle payments	33,107.00					33,107.00	
F9710.7000							
Serial Bond - Interest payments	28,845.00					28,845.00	
F9999.9000							
Prior Year Expenses			496.08	9,968.59-	9,968.59-		
Totals for Fund:	1,089,986.00	52,659.17	178,189.27	-9,968.59	398,970.79	503,353.43	53.82
F (Fund - F)							
Report totals	1,089,986.00	52,659.17	178,189.27	9,968.59-	398,970.79	503,353.43	53.82

Village of Brockport

Statement of Actual & Estimated Revenues -Sewer Fund

Period Ending - August 31, 2013

Statement of Actual & Estimated Revenue

Village of Brockport
For Period Ending 08/31/2013
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	139,300.00	15,865.97	37,737.53	101,562.47	27.09
G2128.0000					
Sanitary Sewer- Interest and Penalties	3,000.00			3,000.00	
Total for Fund: G (Fund - G)	142,300.00	15,865.97	37,737.53	104,562.47	26.52
Report Totals	142,300.00	15,865.97	37,737.53	104,562.47	26.52

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations -Sewer Fund

Period Ending - August 31, 2013

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 08/31/2013

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	2,050.00		1,174.00			876.00	57.27
G8120.4000							
Contractual	38,121.00	1,290.21	11,899.80		1,873.46	24,347.74	36.13
G8120.4010							
Sanitary Sewers- Truck Parts	4,600.00	1.71	1.71		3,048.29	1,550.00	66.30
G9710.6000							
Bond Principal	46,155.00					46,155.00	
G9710.7000							
Bond Interest	51,374.00					51,374.00	
G9999.9000							
Prior Year's Expense			1,417.85	1,667.85-	1,667.85-		
Totals for Fund:	142,300.00	1,291.92	14,493.36	-1,667.85	3,253.90	124,302.74	12.65
G (Fund - G)							
Report totals	142,300.00	1,291.92	14,493.36	1,667.85-	3,253.90	124,302.74	12.65

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Office of Parks, Recreation and Historic Preservation Albany, New York 12238 (For USPS Mail)</p> <p>625 Broadway Albany, New York 12207 (For Physical Delivery)</p>	<p>BUSINESS UNIT/DEPT. ID: 1290000</p> <p>CONTRACT NUMBER: T361301</p> <p>CONTRACT TYPE:</p> <ul style="list-style-type: none"> . Multi-Year Agreement . Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Village of Brockport</p>	<p>TRANSACTION TYPE:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> New . Renewal . Amendment
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Village of Brockport</p>	<p>PROJECT NAME:</p> <p>State and National Register Nominations</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000004222</p> <p>Federal Tax ID Number:</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CLG 13-01</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>15-904</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>49 State Street Brockport, NY 14420</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <ul style="list-style-type: none"> . For Profit <input checked="" type="checkbox"/> Municipality, Code: . Tribal Nation . Individual . Not-for-Profit <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <ul style="list-style-type: none"> . Sectarian Entity

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Village of Brockport

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

By: _____

James Del Belso

Printed Name

Title: **Director, Financial Administration**

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE COMPTROLLER'S SIGNATURE</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>
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**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³

As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds:*

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

- (ii) certified mail, return receipt requested and first class mail.
- b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:
 - (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
 - (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

- a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the Contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments.⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

- 3 The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) Final Progress Report: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08 005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:
 - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
CERTIFIED LOCAL GOVERNMENT PROGRAM

I. Agency Specific Terms and Conditions

A. The **Program Office**, Designated Payment Office, and Designated Refund Office shall be the STATE AGENCY identified on the face page of this Master Contract.

B. For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page hereof.

C. The Assigned State Staff referred to in this Attachment can be reached at:

By U.S. Mail to:

Lorraine E. Weiss
Historic Preservation Planner
Division for Historic Preservation
Peebles Island
PO Box 189
Waterford, New York 12188-0189

For Physical Delivery:

Lorraine E. Weiss
Historic Preservation Planner
Division for Historic Preservation
Peebles Island
Delaware Avenue
Cohoes, NY 12047

Phone: (518) 237-8643, x3122

Fax: (518) 233-9049

Email: lorraine.weiss@parks.ny.gov

D. Special conditions and requirements specific to the project that is set forth in this Master Contract are contained in Attachment E (Special Conditions and Requirements).

E. Funding. The State agrees to make available to the Contractor a sum not to exceed the funding amount identified on the face page of this Master Contract.

F. Changes to Budget and Program Work Plan. Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment to this Master Contract, subject to approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(B) of this Master Contract.

G. Payment.

1. Payment shall be made to the CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the face page of this Master Contract.

2. Payment shall be made upon approval by the State and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the Contractor accompanied by such documents as may be required by the State.

Within fifteen days of receiving the voucher, the State shall notify the Contractor of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the Contractor has submitted a voucher to the State, the State will review and audit the voucher and submit it to the State Comptroller within thirty days.

3. The State's share of the project costs shall be paid to the Contractor on a reimbursement basis upon presentation of a payment request documenting project expenditures made in accordance with Attachment B (Budget), for purposes described in Attachment C (Work Plan), in accordance with the instructions in Attachment D (Payment and Reporting Schedule), and within the Contract Term.

4. Payment will be made in one lump sum upon completion of all work in accordance with the Performance Standards set forth in Section II (B) below and the timetable set forth in Attachment D (Payment and Reporting Schedule) and submission and approval of documentation required by the State.

5. In addition to the requirements in this Master Contract, required documentation shall include: (1) an accounting of all expenditures, (2) the Project Completion Report and (3) documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts.

H. Procurement. All goods and services required for this project must be must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.

2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if the Contractor is not subject to General Municipal Law, a procurement process must be used to ensure compliance with this clause. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

I. New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") Participation. Providing equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") are a priority of the State of New York. In addition to the requirements set forth in Section IV(J) of this Master Contract, outreach to New York State certified MWBE firms and demonstration of "good faith efforts" shall be required under this Master Contract.

1. The Contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises, on forms and at intervals to be established by State. Reports not submitted at such times as shall be required by State shall be cause for State to delay implementing scheduled payments to the contractor.

2. For funding amounts in excess of \$100,000, the goal for M/WBE participation shall be a total of 20% Minority- and Women-Owned Businesses combined, to include a minimum of 1% participation in each category.

J. Termination. In addition to the options available to the State in the Master Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require, the Contractor to bring the project to a point of educational/interpretive, historical, and/or recreational usefulness determined by the State.

II. Program Specific Terms and Conditions

A. Funding. Funding for grants to Certified Local Governments comes from the Historic Preservation Fund (HPF), a Federal grants program appropriated by the U.S. Congress and administered by the National Park Service (NPS), which provides financial support to State Preservation Offices (SHPOs). In New York State, the SHPO is the Office of Parks, Recreation and Historic Preservation (OPRHP). OPRHP administers the HPF funding, setting aside 10% of its annual HPF allocation for pass-through grants to eligible Certified Local Governments. HPF funds are subject to both federal and state requirements, as set forth below.

B. Performance Standards. The scope of work and products for this project shall be as described and cannot be changed without prior written approval from the State. Work must be completed according to the timetable set forth below and products must meet all accepted professional standards, including the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation," as published in the Federal Register, Thursday, September 29, 1983 (48 FR 44716-28). Final products that do not conform to the terms and conditions of this Master Contract or that do not meet the applicable Secretary of the Interior's "Standards" will not be reimbursed.

C. Non-Discrimination:

1. The Contractor shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

D. Publicity. In addition to Publicity requirements set forth in Section IV (G) of this Master Contract, the Contractor should notify Assigned State Staff of dates for workshops and events as soon as they are available. Workshops and other events funded through the CLG program shall be publicized to the CLG community via the CLG Yahoo listserver at <http://groups.yahoo.com/group/NYSCLGS/>. Contact Assigned State Staff for assistance, if needed.

E. Grant Funded Publications

1. Assigned State Staff must review and approve drafts of all publication prior to printing.
2. The State will fund printing expenses only if the product is available to the public free of charge.
3. All publications funded under this program must include the NPS acknowledgment (Section III F of this Attachment).

4. Five copies of each publication must be submitted to the State with the Final Report.
5. Five copies of each publication must be submitted to the State with the Final Report.

F. Reporting Provisions. Required reports listed in Table I of Attachment D (Payment Schedule and Reporting) shall comply with the following provisions:

1. **Interim Reporting:** The Contractor must periodically report to the State comparing actual costs incurred with the estimates in the approved Attachment B (Budget) and actual progress with the projected Attachment C (Work Plan). Interim progress reports must be submitted twice annually during the project period, on November 1 and May 1. In addition, the Contractor will be asked to provide a budget update in mid-July to report on whether the project will fall short, meet or exceed the projected budget. Failure to submit such reports may result in termination of the grant.

2. **Final Report:** Unless otherwise specified in Attachment E, a final project report summarizing project performance and comparing completed activities and expenditures to those in the approved Master Contract must be submitted upon completion of all work and services required under this Master Contract. The final project report must be submitted by the Contractor to the State no later than 30 days after the completion of the project, but in no case later than November 1 following the contract end date. Failure to submit such report may result in forfeiture of the grant award.

3. The Final Report shall contain the following:

a) Evidence that all project work as described in Attachment C (Work Plan) has been completed and approved and all products submitted, as required.

b) An EXPENSE SUMMARY showing all project expenditures in such format and detail as may be required by the State, incorporating the following required elements:

(i) Work Element / Expense (as listed in Attachment B of this Master Contract).

Multiple payments for each expense shall be grouped and subtotaed.

(ii) Vendor/Employee Name

(iii) Invoice/Billing Number (provide dates work was performed)

(iv) Check Number (relating to appropriate invoice/billing)/ Check Date

(v) Check Amount

c) A Financial Summary, comparing the Attachment B (Budget) to actual project expenditures, explaining any deviations from the projected budget, and calculating the percentage deviation between budgeted and actual cost for each Work Element. In addition, the summary must show Total Project Expenses, Federal Share and Contractor Share, and the Source of Contractor Share must be identified and categorized (as State, Municipality, Educational Institution, Not-for-profit Organization, Commercial Organization, Private, and/or Other).

d) A narrative description of the project as completed, including special problems encountered in connection with the Project and any other factors that may provide the State with an accurate record of the project and its impact on the public, and

e) A Final Report Certification signed by an authorized officer of the Contractor.

- f) CPA Audits: An audit performed by an independent Certified Public Accountant may be required. If so, the requirement is noted in Attachment E.

III. Requirements of the National Park Service, United States Department of the Interior

A. NPS-49. The Contractor shall conform with the policies and procedures set forth in the National Register Programs Guideline. (NPS-49).

B. Fiscal Management. In addition to the terms detailed in this Master Contract, all Federal requirements governing grants including the provisions of the Single Audit Act of 1984 (PL98-502) and Office of Management and Budget Circulars A-87, A-102, A-122, A-123 and A-133), are applicable. Local financial management systems shall meet the standards specified in 43 CFR Part 12.6, "Standards for Financial Management Systems" and shall be auditable in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities and Functions.

C. Personnel. Primary project personnel must meet the professional qualifications set forth in the Code of Federal Regulations 36 CFR Part 61, Appendix A. Professional services and subcontracts must be procured in compliance with Federal competitive procurement requirements.

D. Consultant Requirements. Neither employees of the Contractor or consultants hired by the Contractor who work directly or indirectly on the activities described in this Master Contract shall do any of the following:

1. Use his or her position for the actual or apparent purpose of private gain for him or herself or for another person, other than payment for services rendered, or
2. Convey inside information to any person for the purpose of private gain for his or herself or for another person, when that information has not become part of the body of public information, and would not be available upon request, or
3. Engage in teaching, lecturing or writing that is dependent on information obtained as a result of his or her activities under this contract, except when that information has been made available to the general public, or will be made available upon request, or with the written authorization of the State.

E. Intangible Property:

1. The Contractor hereby awards to the State, the Secretary of the Interior and their officers, agents and employees when acting within the scope of their official duties, a royalty-free non-exclusive and irrevocable license, throughout the world, for government purposes, to publish, translate, reproduce and use all data or copyrightable material based in whole or in part on writings, reports, plans, pictorial reproductions or similar items submitted in relation to any product resulting from this Master Contract. Unless other arrangements are specified in this Master Contract,

- a) the product of all services performed pursuant to this Master Contract shall be placed in the public domain by the State and the Contractor, except that information locating historical and archeological sites shall be restricted as necessary to protect the sites from unauthorized investigation, and

b) project products other than publications shall be made available to the public at a cost not to exceed the actual cost of reproduction.

2. The Contractor shall not include any copyrighted matter in any product resulting from this Master Contract without proper acknowledgement of its source. Subject data shall not be used without written approval of the copyright owner, including permission for Government use as noted above.

3. If any discovery or invention arises or is developed in the course of grant-assisted research, developmental, experimental, or demonstration work, the Contractor shall immediately notify the State and the National Park Service of such fact. The NPS will determine whether protection on the invention or discovery will be sought and how the rights in the invention or discovery, including any rights under any patent issued thereon, will be allocated and administered in order to protect the public interest.

F. Acknowledgement. Any publication resulting from the services performed pursuant to this Master Contract, including publication of any material based on, or developed under, any activity supported by this subgrant, shall contain the following credit line acknowledging federal support:

"(The activity that is the subject of) this (type of publication) has been financed (in part/entirely) with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute recommendation of endorsement by the Department of the Interior." (The activity has been administered by the New York State Office of Parks, Recreation and Historic Preservation.)"

"This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Dept. of the Interior, National Park Service, P.O. 37127, Washington, D.C. 20013-7127."

G. Nondiscrimination. All project work and products must be in compliance with Title VI of the Civil Rights Act of 1964, which provides that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination and with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, which prohibit discrimination against individuals with disabilities.

As a subgrantee receiving funding from the Department of the Interior, the Contractor must comply with Title VI of the Civil Rights Act of 1964. Title VI provides that no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973 is designed to eliminate discrimination on the basis of handicap in any program or activity receiving Federal financial assistance. The New York State Office of Parks, Recreation and Historic Preservation, the National Park Service, Department of Interior, and the Office of Equal Opportunity are responsible for reviewing subgrantee compliance relating to discriminatory employment and practices that directly affect services to the public under a federally assisted program.

In executing this Master Contract, the Contractor agrees to comply with these laws and all requirements imposed by or pursuant to the associated Department of the Interior regulations. Execution of the Master Contract constitutes the Contractor's assurance that it will take immediate measures to effectuate this Master Contract and that the assurance will remain in effect for the period during which the federal financial assistance is extended to it.

In particular, the Contractor must assure that:

1. the historic preservation program receiving federal funding evidences overall compliance with the nondiscrimination statutes; specifically, that it considers the role of all segments of the population in the history, archaeology, architecture, and cultural development of the community;
2. the public is provided with nondiscrimination information, including information regarding the right to file a complaint, with particular consideration given to informing non-English speaking populations or those with communication impairment;
3. discrimination complaints are forwarded to the appropriate agencies within the mandated timeframes;
4. appointed planning and advisory bodies associated with the program involve participation by minority and handicapped persons;
5. the program is operated in cooperation with private individuals and organizations representing the interests of minority and handicapped populations;
6. minority and handicapped individuals have full accessibility to federally assisted activities and services; and
7. qualified handicapped persons are being treated in a nondiscriminatory fashion in employment.

H. Minority Business Enterprise Development. The Grant Recipient shall comply with Federal Executive Order #12434, Minority Business Enterprise Development as follows:

It is national policy to place a fair share of purchases with minority business firms. The Department of Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. In particular, recipients should:

1. Place minority business firms on bidders' mailing lists.
2. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
3. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these firms.
4. Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, DOI, the Business Utilization and Development Specialists who reside in each DOI Bureau and office, and similar state and local offices, where they exist.

I. Equal Employment Opportunity. For contracts in excess of \$10,000, the Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). A provision requiring such compliance must be included in any subcontracts the Contractor awards in excess of \$10,000.

J. Lobbying. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

PROJECT NAME: State and National Register Nominations

CONTRACTOR/SFS PAYEE NAME: Village of Brockport

CONTRACT PERIOD: From: October 1, 2012
To: September 30, 2014

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	OTHER FUNDS	TOTAL
1. Personal Services				
a) CLG Personnel				\$ 672.00
Village officials in kind				
b) Volunteer Labor				\$1,125.00
Subtotal				
2. Non Personal Service				
a) Contractual Services				\$3,980.00
Historic Preservation consultant				
b) Travel				
c) Equipment				
d) Space/Property & Utilities				
e) Operating Expenses				
f) Purchases				\$ 99.20
Photos				
g) Other				\$ 20.00
copying				
Subtotal				
TOTAL	\$3,980.00	\$1,916.20		\$5,896.20

ATTACHMENT C – WORK PLAN

PROJECT NAME: State and National Register Nominations

CONTRACTOR/SFS PAYEE NAME: Village of Brockport

CONTRACT PERIOD: From: October 1, 2012
To: September 30, 2014

PROJECT DESCRIPTION:

Nominations to the State and National Registers of Historic Places will be prepared by a paid consultant for properties in the Park Avenue and State Street areas, the freight depot of the old NYC&HV RR, the College at Brockport's Hartwell Hall, and Brockport Village Cemetery.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

Quarterly Reimbursement
Due date _____

Monthly Reimbursement
Due date _____

Biannual Reimbursement
Due date _____

Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency **upon project completion and submission, no later than December 1, 2014, of all necessary documentation**
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

- Narrative/Qualitative Report

The Contractor will submit, on dates indicated in Table I, interim reports as described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than **sixty (60)** days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹⁰

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹⁰ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Interim Report	10/1/12 – 9/30/13	11/1/13
Interim Report	10/1/12 – 4/1/14	5/1/14
Budget Update	10/1/12 – 9/30/14	7/15/14
Final Report	10/1/12 – 9/30/14	11/1/14

ATTACHMENT E
SPECIAL CONDITIONS

CLG will work with SHPO National Register staff while preparing the nominations. SHPO staff will review final submissions before project is approved for payment.