

## 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, July 21, 2014 7:00pm**

**Location: Village Hall conference room**

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:**
  - Ceremonial swearing in of those officials elected at 6/17 Village Elections
- **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)
- **GUESTS:**
  - Rural Health Social Work – Angela Allen – re rural medical unit/VA
  - SUNY College at Brockport – Matt Barone – application - Homecoming Parade Sat. 9/20 3:30pm
  - BCSD – BHS Student Council - Luke Bamburoski – application - Homecoming Parade Sat. 9/27 5pm
  
- **CERTIFICATES & PROCLAMATIONS:** none
- **CONSENSUS ITEMS:**
  - Approval of minutes – 7/7
  - Approval of bills to be paid
  
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
    - Tax collection update
- **DEPARTMENT REPORTS:** (VB meeting the 3<sup>rd</sup> Monday of each month)
  - Treasurer – Treasurer Daniel P. Hendricks (excused)
    - Financial reports for period ending 6/30/14
    - Budget Transfers & Budget Amendments
  
  - Building / Zoning / Code Enforcement – BI/CEO David J. Miller, Jr.
    -
  
  - Police – Police Chief Daniel P. Varrenti
    - Request Officer Sarratori attend Juvenile Officer School
    - 2014 1<sup>st</sup> quarter report
    - Community notification & dissemination of a level 3 sex offender
  
  - Public Works – Superintendent Harry G. Donahue
    - Declare surplus & authorize for sale on Auctions International 1 plasma cutter & 2 chain falls
  
- **PERSONNEL ITEMS:**
  - Drops/Additions – Welcome Center Greeters
  - Drops/Additions – Police Explorers
- **OLD or NEW BUSINESS:**
  - Authorize Mayor to execute contract with NYSDEC for \$10,820 grant for tree planting project
  - Authorize Mayor to execute contract with NYSDEC for \$6,900 grant for tree management project
  - Proposed amendments to 1/6/14 resolution as to ELK Museum Committee composition
  
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
  - Trustee/Deputy Mayor William G. Andrews
  - Trustee Valerie A. Ciciotti
  - Trustee Carol L. Hannan

o Trustee John D. La Pierre

• **ANNUAL ORGANIZATIONAL PART OF MEETING - APPOINTMENTS & ADOPTIONS**

- o Annual fence permits – GE – 98 Lyman Street & RG&E – Perry/Erie Streets
- o Advance approval of certain claims
- o Mileage allowance – per current IRS regulations
- o Elected & Appointed Officials if member of NYS ERS must keep 3 mo log of work hours & submit to Clerk
- o Adopt Village stop signs & traffic signals
- o Thank for service / accept resignation / or do not wish to be considered for renewal:
  - K. Blair-PB & EOP PIO, F. Borrayo-ZBA, G. Fox-CRC, S. Savard & D. Talley- ELK Museum Cmte
- o Appointments & Reappointments:
  - Mayor's appointment of Trustee to be Deputy Mayor
  - Official newspaper – Suburban News
  - Official depositories – Chase, First Niagara, M&T
  - External Auditor – Raymond F. Wager, CPA, P.C.
  - Village Attorney – Daniel J. Mastrella, Esq.
  - Village Engineer – Chatfield Engineers, P.C.
  - Village Clerk – Leslie Ann Morelli – July 2013 given 2-year renew to 6/30/15
  - Village Treasurer – Daniel P. Hendricks – July 2013 given 2-year renewal to 6/30/15
  - Deputy Village Clerk – Deborah C. Herzog – July 2013 given 2-year renewal to 6/30/15
  - Deputy Village Clerk-Treasurer – Erica L. Linden – April 2014 given appointment to 6/30/15
  - Village Historian – Jacqueline Morris – 1-year renew to 6/30/15
  - Volunteer Videographer – Pam Ketchum
  - Emergency Coordinator – re EOP – Larry Vaughan
  - Boards & Committees:
    - Planning Board – 5 year term to 6/30/19 – reappoint Charles Switzer
    - Planning Board – to complete a term to 6/30/15 – appoint Patricia Baker
    - ZBA – 5-year term to 6/30/19 – appoint Sal Sciremammano
    - Historic Preservation Board – 3-year term to 6/30/17 – reappoint William Andrews
    - Historic Preservation Board – 3-year term to 6/30/17 – reappoint Pamela Ketchum
    - Tree Board – 4-year term to 6/30/18 – reappoint Jacqueline Morris
    - Ethics Board - 4-year term to 6/30/18 – reappoint Bernard LoBracco
    - Code Review Committee - 5-year term to 6/30/19 - reappoint Arthur Appleby
    - Parks Committee – 4-year term to 6/30/18 - reappoint Sandi Henschel
    - Parks Committee – 4-year term to 6/30/18 – reappoint Kristin Stiles
    - Vacancies exist as follows:
      - o Public Information Officer re EOP – 1-year term to 6/30/15
      - o Housing Task Force – 6 citizens
      - o Code Review Committee – 5-year term to 6/30/19
      - o Parks Committee – to complete a term to 6/30/15
      - o Parks Committee – to complete a term to 6/30/17
- o Adopt meeting schedule
- o Appointment of Upstate New York Municipal Workers' Compensation Program (UNYMWCP) Reps
- o Review various policies & amend if necessary
  - Emergency Operating Plan
  - Village Vehicle Use Policy
  - Village Media Response & Submission Policy
  - Village Board Meeting Procedures Policy
  - Village Identity Theft Prevention Program
  - Purchasing/procurement Policy
  - Fund Balance Policy
  - Financial Management/Investment Policy
- o Village Board Liaisons to departments / areas / boards / committees (for 7/28 VB)
- o Review fee schedule & amend if necessary (for 7/28 VB)
- o Selection Process of Members to Boards & Committees (for 7/28 VB)

• **EXECUTIVE SESSION**

- o re collective bargaining - health care plan to start 9/1/14
- o re Architect recommended by Village Engineer for work at Village Hall to accommodate a Village Court

• **ADJOURNMENT**

**August:** Village Board meetings: 7pm Monday, 8/4 & 7pm Monday, 8/18 / Village Board work session: 7pm Monday, 8/25

## **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.

VILLAGE OF BROCKPORT  
PARADE / PROCESSION APPLICATION

(when street(s) closure is involved)



Date of Application: 7/9/14

Proof of Insurance Provided: yes

Date scheduled on Village Board agenda: 7/21/14

Note: Applicant must attend Village Board meeting.

GROUP / ORGANIZATION: The College at Brockport - Homecoming

PERSON(S) IN CHARGE: Matt Barone & Kim Haines

ADDRESS: 350 New Campus Drive

TELEPHONE: 395 5646 FAX: 395 2567

E-MAIL: mbarone@brockport.edu

PARADE / PROCESSION DATE: Sept. 20, 2014

START TIME: 3:30pm END TIME: 4:30pm

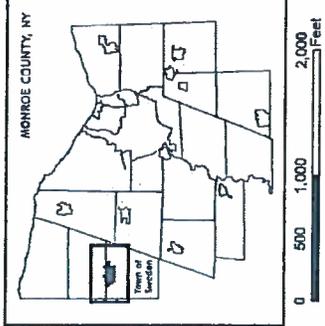
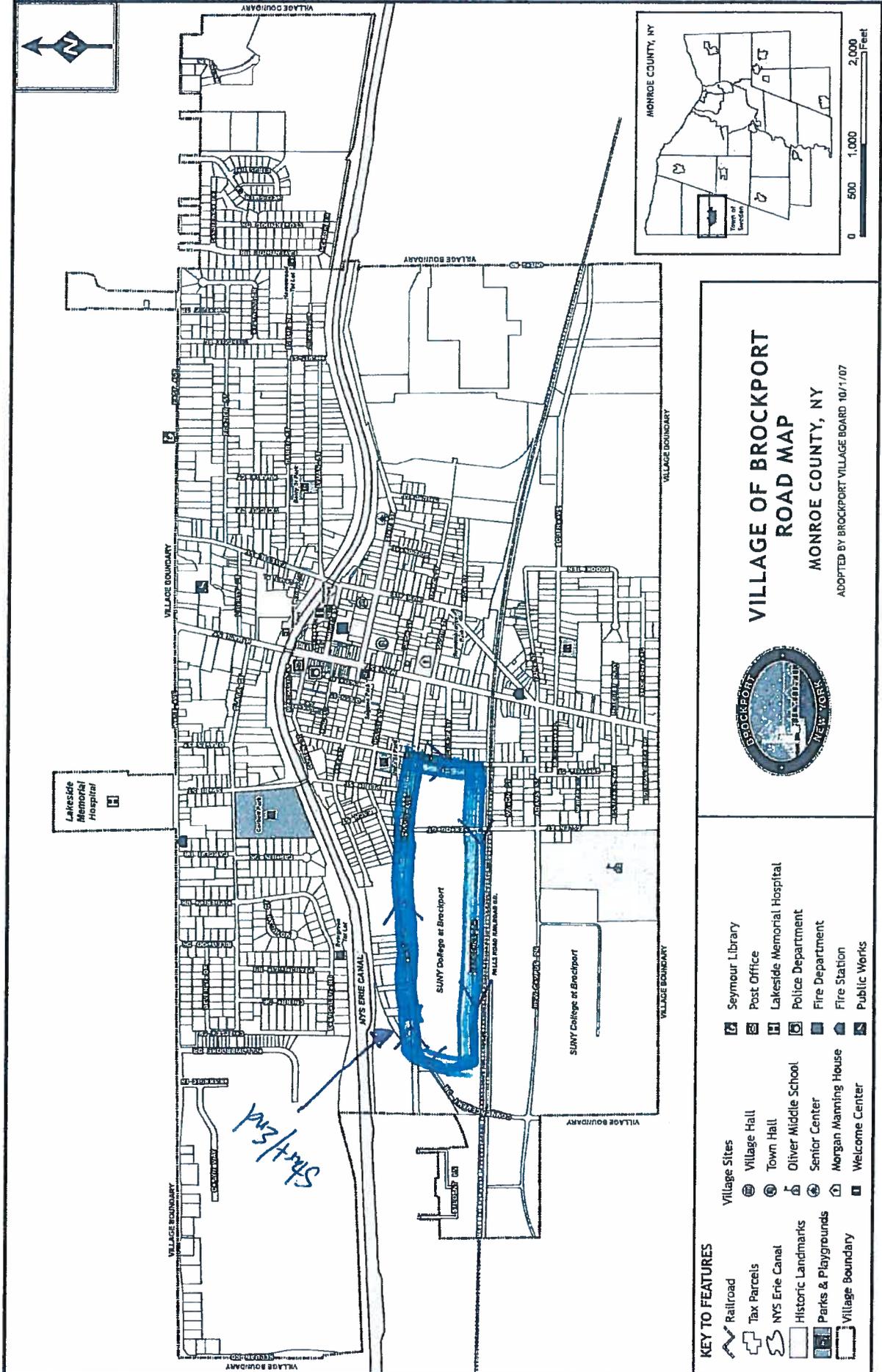
PURPOSE: Homecoming 2014

ROUTE: (attach a map also) Start in Lot D/D-1 on Holley Street.  
Head East, continue on Monroe Ave. Turn RIGHT onto Utica St.  
Turn RIGHT onto Residence Drive through campus. Continue onto  
Commencement Dr, turn RIGHT onto Holley. End @ D/D-1

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 OF APPLICANT



# 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
- Village Sites
- Village Hall
- Town Hall
- Oliver Middle School
- Senior Center
- Morgan Manning House
- Welcome Center
- Seymour Library
- Post Office
- Lakeside Memorial Hospital
- Police Department
- Fire Department
- Fire Station
- Public Works

**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: Dropping & picking up barricades  
Estimated cost: 11413 for labor & equip.  
Superintendent acceptance (circle one):  YES NO  
Reason: \_\_\_\_\_  
Signature: Harry Donohue Date: 7-17-14

**Brockport Code Enforcement:**

Services required: \_\_\_\_\_  
Estimated cost: \_\_\_\_\_  
Code Enforcement Officer acceptance (circle one):  YES NO  
Reason: \_\_\_\_\_  
Signature: [Signature] Date: 7/17/14

**Brockport Police Department:**

Services required: 2 FULL TIME POLICE OFFICERS ON OVERTIME  
Estimated cost: approx \$58 OT RATE FOR TRAFFIC CONTROL  
Chief acceptance (circle one):  YES NO  
Reason: THIS ROUTE HAS SHOWN TO BE A GREAT CHANGE  
Signature: M. Englund Date: 7/12/14

**Brockport Fire Department:**

Services required: \_\_\_\_\_  
Estimated cost: \_\_\_\_\_  
Chief acceptance (circle one): YES NO  
Reason: \_\_\_\_\_  
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

## PARADE / PROCESSION APPLICATION

(when street(s) closure is involved)



Date of Application: 7/7/2014

Proof of Insurance Provided:

Date scheduled on Village Board agenda: 7/29/14 7am

+ Note: Applicant must attend Village Board meeting.

GROUP / ORGANIZATION: Brockport High School Student Council - Homecoming Parade Committee

PERSON(S) IN CHARGE: Luke Bumburaski, (Katie Cappella) Advisor

ADDRESS: Brockport High School - 40 Allen St. Brockport, NY 14559

TELEPHONE: (585) - 637-1870 FAX: (585) 637-1876

E-MAIL: lbamburaski@yahoo.com

PARADE / PROCESSION DATE: 9/27/2014

START TIME: 5:00 pm END TIME: 6:30 pm

PURPOSE: To bring the community together in celebration of Brockport's Homecoming

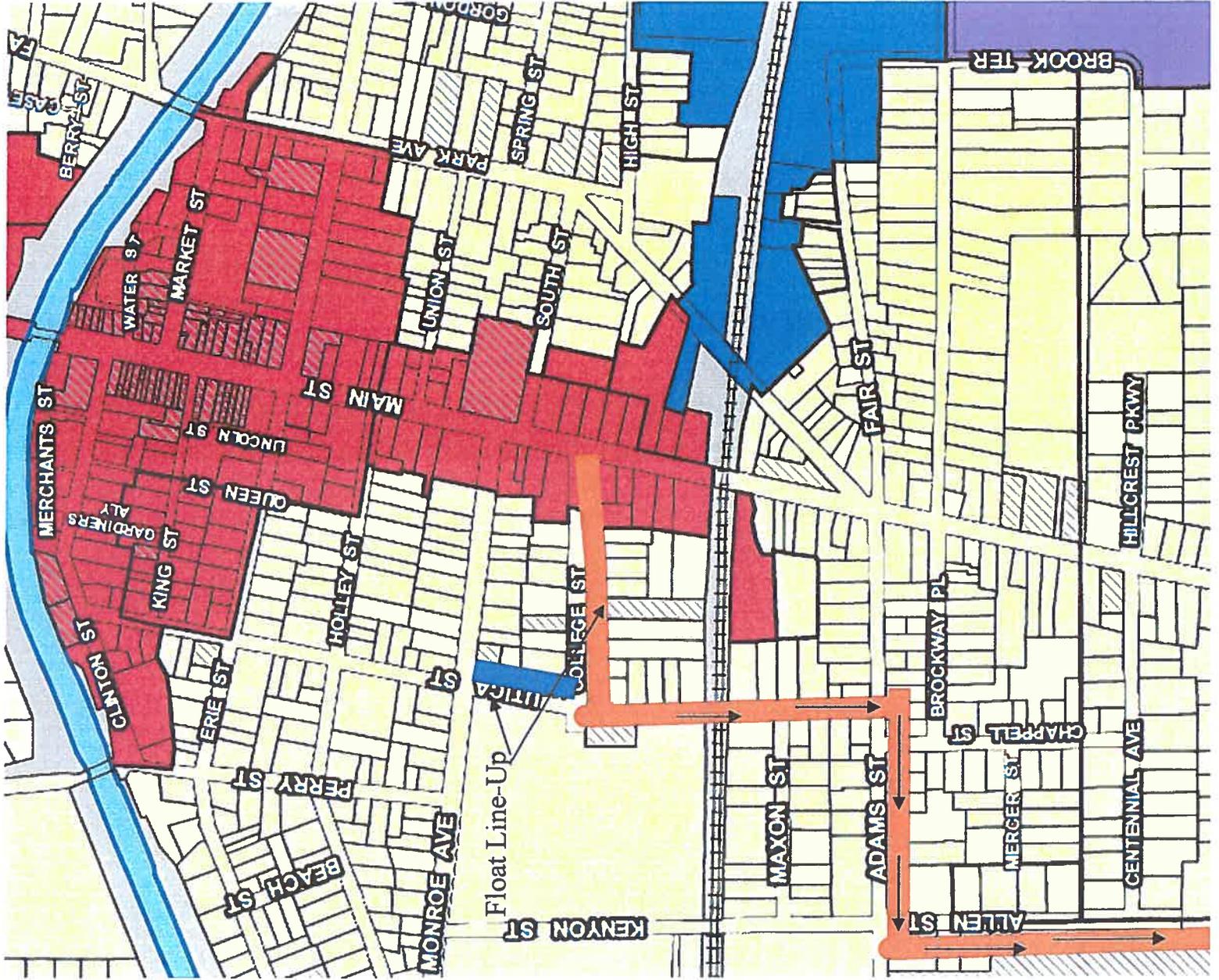
ROUTE: (attach a map also) Float line-up will take place on College and Utica Streets. Floats will move southward on Utica St., turn right onto Adams Street, and turn left onto Allen St. The parade will terminate in front of Brockport High School on Central School Dr.

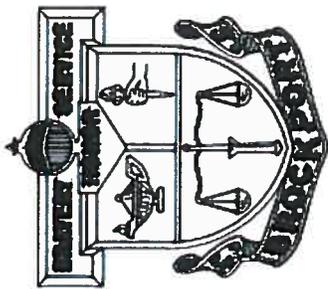
APPLICANT HAS RECEIVED A COPY OF VILLAGE CODE CHAPTER 33 AND AGREES TO ABIDE BY THE REGULATIONS.

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

Luke Bumburaski

SIGNATURE OF APPLICANT

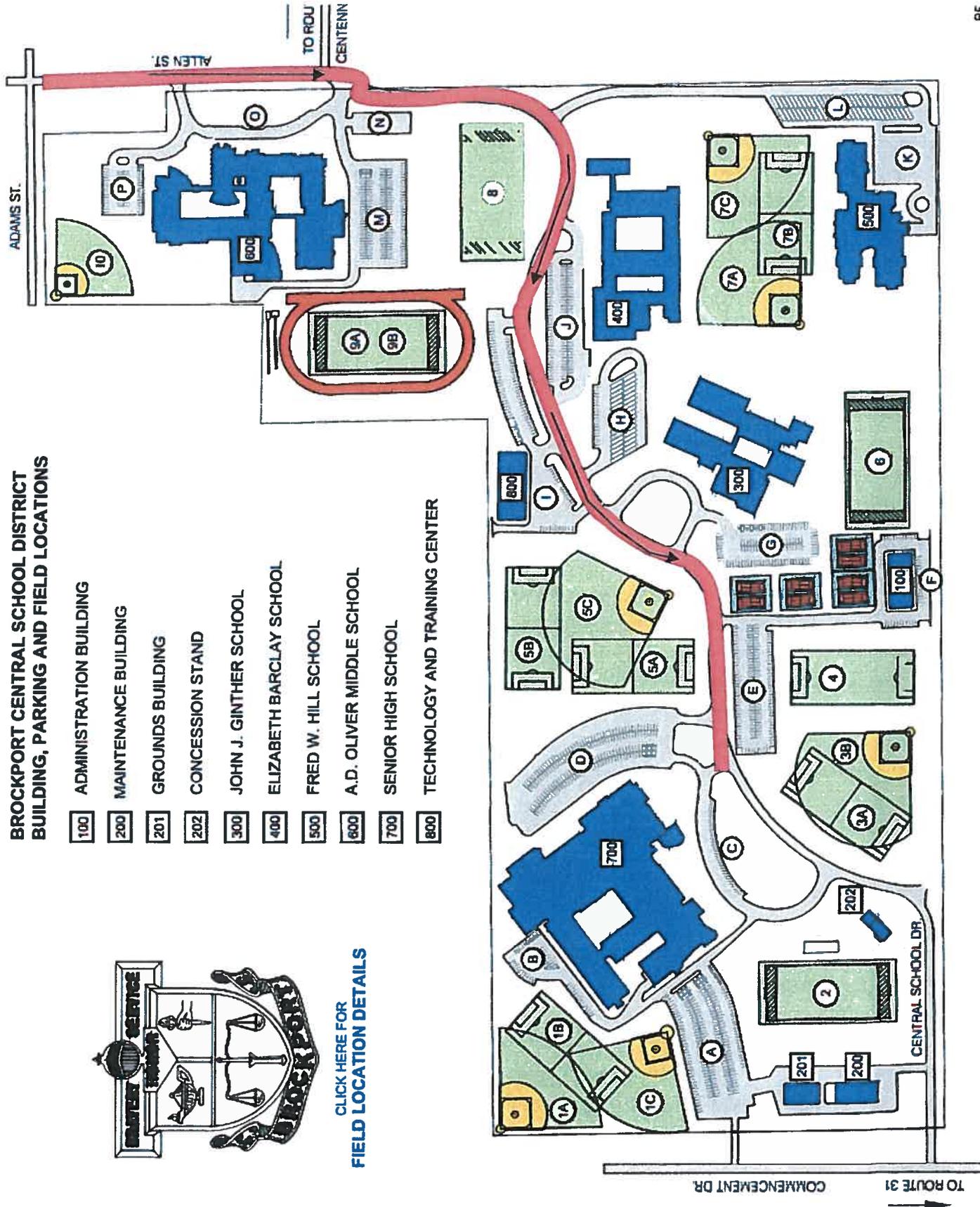




CLICK HERE FOR  
FIELD LOCATION DETAILS

**BROCKPORT CENTRAL SCHOOL DISTRICT  
BUILDING, PARKING AND FIELD LOCATIONS**

- 100 ADMINISTRATION BUILDING
- 200 MAINTENANCE BUILDING
- 201 GROUNDS BUILDING
- 202 CONCESSION STAND
- 300 JOHN J. GINTHER SCHOOL
- 400 ELIZABETH BARCLAY SCHOOL
- 500 FRED W. HILL SCHOOL
- 600 A. D. OLIVER MIDDLE SCHOOL
- 700 SENIOR HIGH SCHOOL
- 800 TECHNOLOGY AND TRAINING CENTER



**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: Dropping Barricades @ pre-determined locations

Estimated cost: 114<sup>12</sup> for labor & equip.

Superintendent acceptance (circle one):  YES  NO

Reason: \_\_\_\_\_

Signature: Hany Donohue Date: 7-16-14

**Brockport Code Enforcement:**

Services required: \_\_\_\_\_

Estimated cost: \_\_\_\_\_

Code Enforcement Officer acceptance (circle one):  YES  NO

Reason: \_\_\_\_\_

Signature: [Signature] Date: 7/17/14

**Brockport Police Department:**

Services required: Additional Manpower Need for Traffic Control

Estimated cost: 2 police officers @ approx. \$58.<sup>00</sup> hr. Rate

Chief acceptance (circle one):  YES  NO

Reason: good community event

Signature: LT. M. Cuzzupoli Date: 7/9/14

**Brockport Fire Department:**

Services required: \_\_\_\_\_

Estimated cost: \_\_\_\_\_

Chief acceptance (circle one):  YES  NO

Reason: \_\_\_\_\_

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: \_\_\_\_\_

# **Statement of Revenues**

## **General Fund**

Statement of Actual & Estimated Revenue

Village of Brockport  
 For Period Ending 05/31/2014

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		2,414,071.29	761.71	99.97
A1081.0000					
In-Lieu-Of Taxes	130,000.00		146,355.11	16,355.11-	112.58
A1090.0000					
Int & Penalties on Taxes	8,000.00		13,089.64	5,089.64-	163.62
A1120.0000					
County Sales Tax	1,450,000.00	389,851.94	1,592,242.94	142,242.94-	109.81
A1130.0000					
Utility Gross Receipts Tax	70,000.00	207.46	75,856.23	5,856.23-	108.37
A1170.0000					
Franchise Tax	81,000.00		74,748.38	6,251.62	92.28
A1230.0000					
Clerk/Treasurer Fees	1,000.00	120.00	1,690.00	690.00-	169.00
A1520.0000					
Police Fees	1,000.00	15.00	501.84	498.16	50.18
A1560.0000					
Safety Inspections	15,000.00	4,543.00	17,745.00	2,745.00-	118.30
A1640.0000					
Ambulance Charges		418.00	1,323.82	1,323.82-	
A1710.0000					
Public Works Services	3,000.00	200.00	6,426.67	3,426.67-	214.22
A1789.0000					
Docking Fees	4,500.00		3,010.75	1,489.25	66.91
A2089.0000					
Farmers Market Fees	1,500.00		2,520.00	1,020.00-	168.00
A2110.0000					
Zoning Fees	500.00		25.00	475.00	5.00
A2115.0000					
Planning Fees	600.00	150.00	1,770.00	1,170.00-	295.00
A2389.3000					
Monroe County - DWI			23,819.31	23,819.31-	
A2389.8000					
Monroe Ctny-CD Block Grants			37,250.00	37,250.00-	
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00	5,000.00	5,000.00		100.00
A2401.0000					
Interest & Earnings	3,000.00	139.69	3,855.17	855.17-	128.51
A2401.1000					
Int Earned-Spec Reserves		10.70	244.82	244.82-	
A2401.3000					
Interest & Earnings- Asset Forfeiture		0.03	0.50	0.50-	
A2545.0000					
Bus / Occupation License	15,000.00		750.00	14,250.00	5.00
A2590.0000					
Permits	5,000.00	400.00	5,700.00	700.00-	114.00
A2610.0000					
Fines & Forfeitures	50,000.00	5,244.43	115,963.08	65,963.08-	231.93
A2650.0000					
Scrap Sales	1,000.00		156.00	844.00	15.60
A2665.0000					
Sale of Equipment	3,500.00		13,418.00	9,918.00-	383.37
A2680.0000					
Insurance Recoveries	6,000.00		8,461.68	2,461.68-	141.03
A2690.0000					
Other Comp-Landfill Reimbursement	2,500.00		7,648.98	5,148.98-	305.96
A2701.0000					
Refund of P/Y Exp	7,500.00	11,974.00	116,735.58	109,235.58-	1556.47
A2705.0000					
Gifts & Donations		508.92-	76,729.27	76,729.27-	

Date: 07/18/2014  
Time: 10:42:55AM

# Statement of Actual & Estimated Revenue

User: DAN  
Page: 2

Village of Brockport  
For Period Ending 05/31/2014

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A2770.0000					
Other Unclassified	500.00	3,254.11	24,665.84	24,165.84-	4933.17
A3001.0000					
State Aid - AIM	110,000.00	116,839.00	116,839.00	6,839.00-	106.22
A3005.0000					
State Aid-Mortgage Tax	30,000.00		38,984.93	8,984.93-	129.95
A3089.7000					
State Aid - Other	10,975.00	6,441.00	6,441.00	4,534.00	58.69
A3089.7001					
State Aid, CHIPS	67,000.00			67,000.00	
A3089.9000					
State Aid-STEP			19,740.62	19,740.62-	
A9999.0000					
Acct for Exp.Transfers		40,675.37-			
<b>Report Totals</b>	<b>4,697,908.00</b>	<b>503,624.07</b>	<b>4,973,780.45</b>	<b>275,872.45-</b>	<b>105.87</b>

# **Statement of Expenditures**

## **General Fund**

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 05/31/2014

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	13,776.00			1.00	99.99
A1010.4000							
Trustees-Contractual Expenses	37,291.00		37,290.40			0.60	100.00
A1010.4090							
Trustees-Miscellaneous	275.00		275.00				100.00
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	9,867.00				100.00
A1210.4000							
Mayor-Contractual Expenses	645.00	642.78	642.78			2.22	99.66
A1210.4010							
Mayor-Telephone	1,570.00	124.23	1,561.94			8.06	99.49
A1210.4050							
Mayor-Conference Exp	730.00		730.00				100.00
A1320.4000							
Auditor-Contractual Expenses	12,750.00	7,250.00	9,015.85			3,734.15	70.71
A1325.1000							
Cirkl/Treas-Personal Services	145,956.00	47,738.00	144,680.61			1,275.39	99.13
A1325.4000							
Cirkl/Treas-Total Contractual Expense	325.00	50.00	325.00				100.00
A1325.4010							
Cirkl/Treas-Telephone	7,700.00	716.02	4,334.65			3,365.35	56.29
A1325.4020							
Cirkl/Treas-Office Supplies	7,675.00	694.04	7,460.87			214.13	97.21
A1325.4030							
Cirkl/Treas-Computer Supplies	9,480.00	370.00	9,468.55			11.45	99.88
A1325.4050							
Cirkl/Treas-Membership Fees	600.00		375.00			225.00	62.50
A1325.4060							
Cirkl/Treas-Postage	3,300.00	58.10	1,362.43			1,937.57	41.29
A1325.4070							
Cirkl/Treas-Copier Expenses	5,500.00	673.84	5,497.29			2.71	99.95
A1325.4080							
Cirkl/Treas-Payroll Expense	5,000.00	374.54	3,793.63			1,206.37	75.87
A1325.4090							
Cirkl/Treas-Miscellaneous	11,050.00	1,949.92	11,025.27			24.73	99.78
A1325.4100							
Cirkl/Treas - Publications	5,320.00	1,886.03	5,312.09			7.91	99.85
A1325.4110							
Cirkl/Treas-Training	2,500.00		1,438.48			1,061.52	57.54
A1325.4120							
Cirkl/Treas-Tax Bill Processing	1,700.00		350.00			1,350.00	20.59

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 05/31/2014

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
A1420.4000							
Law-Total Contractual Expenses	17,845.00		1,473.00			16,372.00	8.25
A1420.4016							
Village Attorney- Harris, Chesworth &	48,155.00	7,780.00	48,155.00				100.00
A1440.4000							
Engineer-Total Contractual Expense	550.00		529.50			20.50	96.27
A1440.4020							
Engineer-Chatfield Engineers	4,450.00	1,162.80	1,720.80			2,729.20	38.67
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	94.40
A1450.4030							
Elections-Supplies	1,040.00		1,037.40			2.60	99.75
A1490.1000							
Pub Wrks Admin-Total Personal Ser	117,053.00	36,092.19	117,044.34			8.66	99.99
A1490.4010							
Pub Wrks Admin-Telephone	500.00		192.81			307.19	38.56
A1490.4020							
Pub Wrks Admin-Conference Exp	300.00		245.00			55.00	81.67
A1490.4030							
Office Supplies/Postage	1,115.00	562.57	1,100.62			14.38	98.71
A1490.4040							
Permits, Licenses, Fees	300.00	25.00	209.00			91.00	69.67
A1490.4090							
Pub Wrks Admin-Miscellaneous	500.00	43.18	311.18			188.82	62.24
A1620.4020							
Natural Gas-DPW	6,850.00	129.86	6,840.65			9.35	99.86
A1620.4021							
Bldgs-Gas 1 Clinton Street	1,590.00	37.69	1,585.67			4.33	99.73
A1620.4022							
Bldgs-Gas 49 State Street	2,000.00	92.38	1,917.46			82.54	95.87
A1620.4030							
Electric-DPW	5,300.00	685.46	5,297.61			2.39	99.95
A1620.4031							
Bldgs-Electric-1 Clinton Street	11,160.00	1,100.67	11,155.43			4.57	99.96
A1620.4032							
Bldgs-Electric-49 State Street	5,585.00	529.56	5,582.11			2.89	99.95
A1620.4034							
Elec- Main St Sign	410.00	37.92	406.36			3.64	99.11

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 05/31/2014

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
A1620.4050							
Bldgs-Janitorial Supplies	750.00	121.49	507.95			242.05	67.73
A1620.4051							
Bldgs-Janitor Supplies- Clinton St	4,150.00	142.58	3,920.82			229.18	94.48
A1620.4052							
Bldgs-Janitor Supplies-State Street	4,400.00	641.00	4,388.51			11.49	99.74
A1620.4060							
Bldgs-Repair Items	12,075.00	975.62	9,785.42			2,289.58	81.04
A1620.4070							
Telephone - DPW	1,827.11	113.62	1,825.67			1.44	99.92
A1620.4090							
Bldgs-Miscellaneous	2,917.89	400.00	2,916.66			1.23	99.96
A1640.4000							
Central Garage- Contractual Expens	1,750.00		286.44			1,463.56	16.37
A1640.4010							
Fasteners	1,000.00	352.46	516.73			483.27	51.67
A1640.4020							
Auto -Electrical	650.00	113.00	260.89			389.11	40.14
A1640.4040							
Tools	1,000.00	504.93	599.05			400.95	59.91
A1640.4050							
Welding Supplies	500.00	75.12	387.03			112.97	77.41
A1640.4060							
Fuel Additives/Oil	3,375.00	328.00	1,678.45			1,696.55	49.73
A1640.4061							
Oil Expenditures (Not Fuel Oil)	462.83		462.83				100.00
A1640.4070							
Shop Supplies	2,500.00	106.01	1,208.67			1,291.33	48.35
A1640.4080							
Hydraulic Supplies	537.17					537.17	
A1640.4090							
Miscellaneous	4,425.00	281.08	2,424.74		80.52	1,919.74	56.62
A1670.4000							
Central Mailing	2,865.00	530.68	2,864.17			0.83	99.97
A1680.2000							
IT Hardware Software	5,000.00	850.00	2,574.92			2,425.08	51.50
A1680.4000							
IT Hardware Software	13,200.00	10,744.85	13,191.63			8.37	99.94
A1910.4000							
Unallocated Insurance	60,473.00		60,472.01			0.99	100.00
A1920.4000							
Municipal-Membership Dues	5,100.00		4,840.00			260.00	94.90

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014

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
A1950.4000							
Taxes on Village Property	1,271.00		1,270.78			0.22	99.98
A1990.4000							
Contingency-Allocation Only	56,229.00		750.00-			56,979.00	1.33-
A3120.1000							
Police-Total Personal Services	1,084,858.00	100,459.54	1,084,845.90			12.10	100.00
A3120.1030							
Police-P/T Officers	37,314.00		37,311.30			2.70	99.99
A3120.1040							
Police-Crossing Guards	10,043.00		10,039.06			3.94	99.96
A3120.1055							
Police-Secretaries P/T	39,640.00	4,756.80	39,640.00				100.00
A3120.1060							
Overtime	148,625.00	21,506.97	148,608.37			16.63	99.99
A3120.2010							
Police-Vehicles	24,500.00		24,042.34			457.66	98.13
A3120.2020							
Police-Firearms	2,000.00	601.59	1,816.05			183.95	90.80
A3120.2040							
Police-Office Furniture/Equip	250.00		165.04			84.96	66.02
A3120.2051							
Police-Computer Software	1,280.00	90.00	1,275.56			4.44	99.65
A3120.4000							
Police-Total Contractual	6,975.00	1,979.13	6,934.84			40.16	99.42
A3120.4010							
Police-Telephone	11,600.00	508.74	11,553.00			47.00	99.59
A3120.4020							
Police-Office Supplies/Postage	2,800.00	432.90	2,515.86			284.14	89.85
A3120.4030							
Police-Fleet Maintenance	3,300.00	114.88	2,145.80			1,154.20	65.02
A3120.4031							
Police-Fleet Repairs	5,600.00	276.82	4,854.46			745.54	86.69
A3120.4032							
Police-Fleet Supplies & Equip	11,600.00	2,658.39	10,627.67			972.33	91.62
A3120.4040							
Police-Fuel	29,000.00	4,975.59	28,890.90			109.10	99.62
A3120.4060							
Police-Maintenance Contracts	2,300.00	131.25	1,898.68			401.32	82.55
A3120.4065							
Office Equip Lease/Rental	4,300.00	514.78	4,287.44			12.56	99.71
A3120.4080							
Police-Quarter Master Unit	7,215.00	2,370.86	7,208.78			6.22	99.91

## Statement of Expenditures, Encumbrances &amp; Appropriations

## Village of Brockport

## For Period Ending 05/31/2014

Selecting on FUND from A to A

ACCOUNT	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4090							
Police-Miscellaneous	190.00		189.58			0.42	99.78
A3120.4100							
Affiliations	120.00		120.00				100.00
A3120.4105							
Training, School, Conferences	220.00		218.86			1.14	99.48
A3120.4110							
Police-Publications	500.00		490.05			9.95	98.01
A3120.4120							
Police-Supplies/Life Safety Supplies	3,060.00		3,059.59			0.41	99.99
A3120.4130							
Police-Computer Supplies	1,300.00	889.97	1,289.92			10.08	99.22
A3120.4150							
Police-Special Enforcement	290.00		290.00				100.00
A3120.4155							
Police- STOP DWI	10,975.00	168.72	362.17		10,612.83		3.30
A3120.4160							
Police-Bike Patrol	150.00	145.00	145.03			4.97	96.69
A3120.4170							
Police-Explorer Post	200.00					200.00	
A3120.4180							
Police-Community Service	245.00					245.00	
A3120.4210							
Police-Technicians	230.00						
A3120.4230							
Police-NYS Accreditation	100.00		220.04			9.96	95.67
A3120.4240						100.00	
Police-Less Lethal Training Equip	3,800.00	687.00	3,518.84			281.16	92.60
A3310.4010							
Traffic Control-Signal	600.00	53.32	498.51			101.49	83.09
A3310.4020							
Traffic Control-Paint	1,100.00		877.88			222.12	79.81
A3310.4030							
Traffic Control-Signs	2,095.00	821.16	2,090.30			4.70	99.78
A3310.4040							
Traffic Control-Channels & Posts	1,275.00		726.85			548.15	57.01
A3310.4090							
Traffic Control-Miscellaneous	400.00		238.29			161.71	59.57
A3320.4000							
Parking Enforcement	13,134.00		13,134.00				100.00
A3410.4290							
Alpha Pagers	48.00					48.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 05/31/2014  
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
A3620.1000							
Safety Insp-Total Personal Services	67,686.55	8,402.37	67,686.20			0.35	100.00
A3620.1010							
Bldg/Zoning Officer	1,441.57		1,441.57				100.00
A3620.2000							
Safety Insp-Equipment	1,000.00		998.99			1.01	99.90
A3620.4000							
Safety Insp-Total Contractual Expens	1,560.88	450.00	1,560.88				100.00
A3620.4010							
Cellular/Telephone	1,100.00		1,083.17			16.83	98.47
A3620.4020							
Training	500.00	93.20	479.58			20.42	95.92
A3620.4030							
Safety Insp-Computer Supplies	12,600.00	12,500.00	12,557.13			42.87	99.66
A3620.4040							
Fuel	1,800.00	129.02	1,020.73			779.27	56.71
A3620.4050							
Association Dues	55.00		55.00				100.00
A3620.4080							
Safety Insp-Uniforms	50.00		44.95			5.05	89.90
A3620.4090							
Miscellaneous	1,235.00	113.57	1,233.12			1.88	99.85
A3620.4200							
Postage	525.00	52.11	522.08			2.92	99.44
A3620.4210							
Vehicle Maintenance	360.00	75.00	356.20			3.80	98.94
A4540.4000							
Ambulance-Total Contractual Expen			227.20			227.20-	
A4540.4010							
Telephone	1,125.00		1,111.08			13.92	98.76
A4540.4400							
3rd Party Billing Expenses	220.00	218.00	218.00			2.00	99.09
A5110.1000							
Str Maint-Total Personal Services	448,325.00	43,720.53-	448,319.55			5.45	100.00
A5110.1001							
Streets O/T	16,555.00		16,553.04			1.96	99.99
A5110.1060							
Str Maint-Overtime	33,785.00	9,307.28	33,781.62			3.38	99.99
A5110.2080							
Str Maint-Other Equip-Over \$10,000	35,250.00	35,250.00	35,250.00				100.00
A5110.4000							
Str Maint-Total Contractual Expense	200.00					200.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014

Selecting on FUND from A to A

ACCOUNT	ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5110.4010								
	Str Maint-Telephone	1,170.00	93.19	1,168.69			1.31	99.89
A5110.4041								
	Str Maint-Diesel Fuel	59,025.00	7,054.61	59,002.09			22.91	99.96
A5110.4042								
	Str Maint-Regular Fuel	8,656.00	2,644.80	8,655.62			0.38	100.00
A5110.4050								
	Str Maint-Tools	570.00	66.00	566.57			3.43	99.40
A5110.4060								
	Str Maint-Stone	1,025.00		1,001.55			23.45	97.71
A5110.4070								
	Str Maint-Asphalt	52,075.00	4,020.42	41,064.40	11,007.98		2.62	99.99
A5110.4080								
	Str Maint-Uniforms	3,500.00		2,885.76	545.00		69.24	98.02
A5110.4085								
	Str Maint-Shoes/Boots	1,350.00	175.00	1,341.39			8.61	99.36
A5110.4090								
	Str Maint-Miscellaneous	3,400.00	743.60	3,398.27			1.73	99.95
A5110.4100								
	Str Maint-Equipment Parts	4,800.00	255.18	3,473.84	374.00		952.16	80.16
A5110.4110								
	Str Maint-Truck Parts	16,070.00	2,840.06	16,065.71			4.29	99.97
A5110.4130								
	Str Maint-Physicals/Drug Testing	910.00		906.22			3.78	99.58
A5110.4140								
	Str Maint-Buildings	1,200.00		1,176.69			23.31	98.06
A5110.4150								
	Str Maint-Concrete	225.00		220.06			4.94	97.80
A5110.4160								
	Str Maint-Fill Material	100.00					100.00	
A5110.4165								
	Str Maint-Top Soil	1,000.00	544.00	884.00			116.00	88.40
A5110.4170								
	Str Maint-Shop Supplies	1,365.00	65.95	1,302.09			62.91	95.39
A5110.4180								
	Str Maint-Training/Travel	1,000.00		995.41			4.59	99.54
A5110.4190								
	Str Maint-Grass Seed	560.00	321.06	553.02			6.98	98.75
A5110.4200								
	Str Maint-Publications	550.00		339.80			210.20	61.78
A5110.4210								
	Str Maint-Manholes & Covers	1,060.00	1,059.60	1,059.60			0.40	99.96

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014

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
A5110.4220							
Str Maint-Office Supplies	100.00					100.00	
A5110.4230							
Str Maint-Equip Rental	100.00					100.00	
A5112.2000							
CHIPS Work	30,284.00	1,343.36	1,343.36		28,913.51	27.13	99.91
A5142.4010							
Snow Plowing-Salt	27,900.00	8,696.72	27,890.89			9.11	99.97
A5142.4015							
Snow Plowing-Deicer	6,400.00		6,388.00			12.00	99.81
A5142.4030							
Snow Plowing-Plow Parts	3,000.00	909.60	2,711.69			288.31	90.39
A5142.4090							
Snow Plowing-Contractual Expenses	200.00					200.00	
A5182.4010							
Street Lighting-Electricity	93,400.00	8,817.30	93,369.93			30.07	99.97
A5182.4030							
Street Lighting-Repairs	4,699.00	3,649.00	4,689.88			9.12	99.81
A5182.4040							
Street Lighting-Parts	1,400.00	194.75	830.19			569.81	59.30
A5182.4090							
Street Lighting-Contractual Expenses	100.00					100.00	
A5410.4010							
Sidewalks-Concrete	7,650.00		7,211.01		438.00	0.99	99.99
A5410.4020							
Sidewalks-Stone	210.00		205.04			4.96	97.64
A5410.4090							
Sidewalks-Contractual Expenses-Mis	530.00		519.53			10.47	98.02
A5650.4030							
Signs	200.00		132.80			67.20	66.40
A5650.4040							
Posts	200.00					200.00	
A6410.4000							
Economic Development	395.00		390.99			4.01	98.98
A6410.4200							
Welcome Center	9,110.00	1,792.65	9,087.99			22.01	99.76
A6520.4000							
Farmer's Mkt Manager	2,250.00		2,000.00			250.00	88.89
A6520.4010							
Farmer's Market- Publications	250.00		79.00			171.00	31.60
A7140.2020							
Parks/Playgrounds-Park Equipment	3,650.00		3,649.96			0.04	100.00

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A7140.4000							
Parks & Playgrounds-Totals Contract	525.00	400.00	522.80			2.20	99.58
A7140.4010							
Parks/Playgrounds-Equipment Repair	235.00	193.89	234.29			0.71	99.70
A7140.4020							
Parks/Playgrounds-Maintenance Sup	600.00	135.42	587.97			12.03	98.00
A7140.4030							
Parks/Playgrounds-Gardening	75.00		73.61			1.39	98.15
A7415.4000							
Seymour Library	260,052.00		260,052.00				100.00
A7450.4000							
Museum-Contractual Expenses	7,755.00	4,314.19	7,754.91			0.09	100.00
A7460.4000							
Historic Grant Loft Apts. - Contractua	8,492.00		8,491.90			0.10	100.00
A7510.4090							
Historian-Miscellaneous	125.00		125.00				100.00
A7550.4000							
Celebrations-Total Contractual Expe	6,700.00	372.15	6,698.98			1.02	99.98
A7550.4020							
Celebrations-Banners	715.00		712.80			2.20	99.69
A7550.4040							
Celebrations-Special Events	100.00-	219.30	784.94-			684.94	784.94
A7550.4050							
Celebrations-Electric	745.00	42.00	741.47			3.53	99.53
A7550.4090							
Celebrations-Miscellaneous	1,000.00	240.33	699.20			300.80	69.92
A8010.4010							
Zoning- Member Stipends	795.00		80.00			715.00	10.06
A8010.4020							
Zoning-Conference Expense	155.00	80.00	155.00				100.00
A8020.1000							
Planning Board-Personal Services	5,621.00	558.81	5,618.54			2.46	99.96
A8020.4000							
Planning Board-Total Contractual Ex	1,087.00	48.00	1,086.75			0.25	99.98
A8020.4020							
Planning Board-Conference Expense	115.00	40.00	115.00				100.00
A8020.4090							
Planning Board-Miscellaneous	250.00		250.00				100.00
A8120.4000							
Sanitary Sewers-Total Contractual E	750.00	750.00	750.00				100.00
A8120.4020							
Sanitary Sewer-Supply Parts	80.00					80.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014

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
A8120.4080 Utilities-Pump Station	600.00					600.00	
A8140.4010 Storm Sewer-Supply Parts	4,175.00	117.01	4,162.77			12.23	99.71
A8140.4020 Storm Sewer-Maintenance Supplies	1,000.00	417.48	642.61			357.39	64.26
A8140.4090 Storm Sewers-Miscellaneous	4,134.00		3,938.74		32.50	162.76	96.06
A8160.4010 Refuse Collection-Monthly Trash Ren	4,250.00	688.04	4,231.76			18.24	99.57
A8160.4030 Refuse Collection-Brush Pick-up	150.00	136.80	136.80			13.20	91.20
A8160.4040 Refuse Collection-Special Pick-up (	100.00-		100.00-				100.00
A8160.4050 Refuse Collection-Coolant Removal	6.00					6.00	
A8170.4010 Str Cleaning-Sweeper Repairs	1,000.00		805.79			194.21	80.58
A8170.4020 Str Cleaning-Sweeper parts	3,610.00	84.52	2,608.36			1,001.64	72.25
A8170.4090 Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4000 Sanitation-Landfill Monitoring	1,118.00	513.44	1,118.00				100.00
A8560.4000 Shade Trees-Total Contractual Expe	2,180.00		2,180.00				100.00
A8560.4005 Tree Fund Expenditures	2,125.00	1,610.00	2,035.00			90.00	95.76
A8560.4010 Equipment Repairs	1,220.00		1,215.19			4.81	99.61
A8560.4030 Shade Trees-Supplies	420.00		418.01			1.99	99.53
A8560.4090 Shade Trees-Miscellaneous	350.00	229.99	307.16			42.84	87.76
A9010.8000 NYS Retirement	215,227.00		215,137.67			89.33	99.96
A9015.8000 Police Retirement System Payments	276,457.00		276,456.71			0.29	100.00
A9030.8000 Social Security	166,003.00	17,645.41	165,915.25			87.75	99.95
A9040.8000 Workers Compensation	65,489.00	12,500.00-	65,008.00			481.00	99.27

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014

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
A9045.8000							
Life Insurance	8,076.00	1,258.81	7,739.66			336.34	95.84
A9055.8000							
Disability Insurance	5,660.00	137.62-	4,662.72			997.28	82.38
A9055.8100							
Wellness Insurance	1,265.00		952.00			313.00	75.26
A9060.8000							
Medical Insurance	367,378.00	60,358.50	366,423.84			954.16	99.74
A9061.8000							
HRA	115,400.00	14,300.00-	80,987.87			34,412.13	70.18
A9070.8000							
Dental Insurance	61,136.00	767.37-	54,461.30			6,674.70	89.08
A9950.9510							
Proj 51 - Smith St Bridge	10,000.00					10,000.00	
Totals for Fund:	<b>4,760,568.00</b>	<b>398,817.25</b>	<b>4,532,811.53</b>	<b>0.00</b>	<b>41,391.51</b>	<b>186,364.96</b>	<b>96.09</b>
A (Fund - A)							
<b>Report totals</b>	<b>4,760,568.00</b>	<b>398,817.25</b>	<b>4,532,811.53</b>	<b>0.00</b>	<b>41,391.51</b>	<b>186,364.96</b>	<b>96.09</b>

**Budget Transfers**

**General Fund**



<b>Purpose:</b>	(1) Funds for Contractual. - costs exceeded budget estimates		
	(2) Funds for Telephones - costs exceeded budget estimates		
	(3) Funds for Contractual. - costs exceeded budget estimates		
	(4) Funds for Copier - costs exceeded budget estimates		
	(5) Funds for Publications - costs exceeded budget estimates		
	(6) Funds for Miscellaneous - costs exceeded budget estimates		
	(7) Funds for Postage - costs exceeded budget estimates		
	(8) Funds for Natural Gas - costs exceeded budget estimates		
	(9) Funds for electricity - costs exceeded budget estimates		
	(10) Funds for electricity - costs exceeded budget estimates		
	(11) Funds for electricity - costs exceeded budget estimates		
	(12) Funds for Janitorial Supplies - costs exceeded budget estimates		
	(13) Funds for telephone DPW - costs exceeded budget estimates		
	(14) Funds for Contractual - Garage. - costs exceeded budget estimates		
	(15) Funds for Postage - costs exceeded budget estimates		
	(16) Funds for Police - Contractual. - costs exceeded budget estimates		
	(17) Funds for Police - Office Supplies. - costs exceeded budget estimates		
	(18) Funds for Police - Gasoline. - costs exceeded budget estimates		
	(19) Funds for Police - Computer Supplies - costs exceeded budget estimates		
	(20) Funds for Code Enforcement - Software Purchase		
	(21) Funds for Telephones - costs exceeded budget estimates		
	(22) Funds for Miscellaneous - costs exceeded budget estimates		
	(23) Funds for Physicals - costs exceeded budget estimates		
	(24) Funds for Grass Seed - costs exceeded budget estimates		
<b>Requested By:</b>	<b>Daniel P. Hendricks</b>		
	<b>(Treasurer)</b>		

# **Statement of Revenues**

## **Water Fund**



# **Statement of Expenditures**

## **Water Fund**

# Statement of Expenditures, Encumbrances & Appropriations

## Village of Brockport

For Period Ending 05/31/2014

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		5.00			4,995.00	0.10
F1620.4060							
Bldg. Repairs - Water Dept.	1,755.00		1,593.02			161.98	90.77
F1680.2000							
It Hardware Software	1,000.00		111.50			888.50	11.15
F1680.4000							
IT Hardware Software	2,500.00		2,500.00				100.00
F1910.4000							
General Insurance	20,760.00		20,760.00				100.00
F1990.4000							
Water-Contingency	17,845.00					17,845.00	
F8310.1000							
Water-Supervision	87,090.00	12,660.85	96,140.53			9,050.53-	110.39
F8310.4000							
Water Admin Total CE	1,400.00					1,400.00	
F8310.4040							
Office Expense	2,200.00	154.04	1,406.09			793.91	63.91
F8310.4090							
Miscellaneous	900.00		624.34			275.66	69.37
F8310.4200							
Postage	1,000.00	421.05	2,297.50			1,297.50-	229.75
F8320.4000							
Water Purchases	450,000.00	48,271.44	448,767.13			1,232.87	99.73
F8340.1000							
Water-Labor	93,500.00	43,222.20	97,657.96			4,157.96-	104.45
F8340.1001							
Water, O/T	3,000.00		187.65			2,812.35	6.26
F8340.2020							
Vehicles	28,130.00		6,565.00		27,023.55	5,458.55-	119.40
F8340.2040							
Meters	60,000.00		64,195.00			4,195.00-	106.99
F8340.2050							
Wtr Transm - Equipment Other	4,500.00		2,879.12			1,620.88	63.98
F8340.4000							
Wtr Transm-Ttl Cont Exp	47,225.00	5,187.14	18,928.10			28,296.90	40.08
F8340.400B							
Barry St. Project	37,500.00		2,518.03			34,981.97	6.71
F8340.4010							
Water Main Supplies	6,338.00	1,310.11	6,484.60			146.60-	102.31
F8340.4020							
Vehicle Parts & Supplies	6,427.00	237.13	771.76			5,655.24	12.01

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014

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
8340.4030 Meter Supplies	800.00	23.86	650.18			149.82	81.27
8340.4040 Curb Box Supplies	2,100.00	257.08	257.08			1,842.92	12.24
8340.4041 Fuel	6,200.00	606.68	6,747.64			547.64-	108.83
8340.4050 Stone	1,500.00		1,430.24			69.76	95.35
8340.4060 Asphalt	100.00					100.00	
8340.4080 Water Transm-Uniforms	1,285.00		1,006.13		70.00	208.87	83.75
8340.4090 Miscellaneous	4,565.00	860.08	2,774.35			1,790.65	60.77
8340.4100 Water Transm-Telephone	2,164.00	113.62	1,963.93			200.07	90.75
8340.4110 Water Transm-Electricity	4,575.00	385.05	4,750.65			175.65-	103.84
8340.4120 Transm - Sample Testing	23,950.00	720.00	24,561.30		85.53	696.83-	102.91
8340.4130 Wtr Transm-Drug/Alcohol Testing	250.00		150.68			99.32	60.27
8340.4140 Wtr Trans-Equip Repair	850.00		480.19			369.81	56.49
8340.4150 Wtr Trans-Training	250.00		150.00			100.00	60.00
8340.4160 Wtr Trans-Concrete	200.00					200.00	
8340.4170 Wtr Trans-Gas	200.00	84.93	282.85			82.85-	141.43
8340.4171 Heating Oil	5,075.00		5,056.79			18.21	99.64
8340.4180 Water Transm-Publications	600.00		594.74			5.26	99.12
9010.8000 NYS Retirement	13,875.00		13,875.00				100.00
9030.8000 Social Security	14,225.00	1,258.77	11,684.45			2,540.55	82.14
9040.8000 Workers Compensation	12,500.00	12,500.00-	12,500.00				100.00
9045.8000 Life Insurance	1,000.00					1,000.00	

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 05/31/2014  
Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F9055.8000							
Disability Insurance	1,100.00	1,100.00	1,100.00				100.00
F9060.8000							
Hospital Insurance	25,000.00	23,700.00	24,918.75			81.25	99.68
F9061.8000							
HRA	15,600.00	15,600.00	15,600.00				100.00
F9070.8000							
Dental Insurance	12,000.00	12,000.00	12,000.00				100.00
F9710.6000							
Serial Bond - Principle payments	33,107.00	28,845.00	28,845.00			4,262.00	87.13
F9710.7000							
Serial Bond - Interest payments	28,845.00	16,053.49	32,106.94			3,261.94-	111.31
Totals for Fund:	<b>1,089,986.00</b>	<b>203,072.52</b>	<b>977,879.22</b>	<b>0.00</b>	<b>27,179.08</b>	<b>84,927.70</b>	<b>92.21</b>
F (Fund - F)							
Report totals	<b>1,089,986.00</b>	<b>203,072.52</b>	<b>977,879.22</b>	<b>0.00</b>	<b>27,179.08</b>	<b>84,927.70</b>	<b>92.21</b>

# **Statement of Revenues**

## **Sewer Fund**

# Statement of Actual & Estimated Revenue

Village of Brockport  
For Period Ending 05/31/2014  
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	14,682.61	146,221.40	6,921.40-	104.97
G2128.0000					
Sanitary Sewer- Interest and Penalties	3,000.00			3,000.00	
G2401.0000					
Interest and Earning- Sewer Fund		7.19	19.39	19.39-	
<b>Report Totals</b>	<b>142,300.00</b>	<b>14,689.80</b>	<b>146,240.79</b>	<b>3,940.79-</b>	<b>102.77</b>

# **Statement of Expenditures**

## **Sewer Fund**

# Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport  
For Period Ending 05/31/2014  
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	3,978.23	37,725.45			395.55	98.96
G8120.4010							
Sanitary Sewers- Truck Parts	4,600.00	2,206.18	2,207.89			2,392.11	48.00
G9710.6000							
Bond Principal	46,155.00	46,155.00	46,155.00				100.00
G9710.7000							
Bond Interest	51,374.00	25,687.18	51,374.40			0.40-	100.00
Totals for Fund:	142,300.00	78,026.59	138,636.74	0.00		3,663.26	97.43
G (Fund - G)							
<b>Report totals</b>	<b>142,300.00</b>	<b>78,026.59</b>	<b>138,636.74</b>	<b>0.00</b>		<b>3,663.26</b>	<b>97.43</b>

## Leslie Morelli

---

**From:** Chief Daniel P. Varrenti [varrenti@brockportpolice.org]  
**Sent:** Wednesday, July 09, 2014 11:49 AM  
**To:** Leslie Morelli  
**Cc:** Mayor Margay Blackman; Trustee Carol Hannan; Trustee John LaPierre; Trustee Valerie Ciciotti; Trustee William Andrews  
**Subject:** July 21st meeting

Hi Leslie,

For the July 21<sup>st</sup> VB meeting would you please post just the highlighted portion of this email under my agenda.

**1. Request Officer Sarratori attend Juvenile School**

I will be requesting that Officer Sarratori attend a Juvenile Officer School. The school will be in Syracuse NY so overnight lodging will be required. The school is August 25<sup>th</sup> through the 29<sup>th</sup>. The total cost will be \$1004.00 and will be taken out of the training/conference line of the police department budget.

While I wanted to send to officers to become certified as Juvenile Officers the overall cost prohibits this. One officer will be sufficient. Presently both Sergeant Wheat and Sergeant Mesiti are certified juvenile officers however because of their promotions and in keeping with professional development I believe sending Officer Sarratori is a prudent decision.

**2. 2014 - 1<sup>st</sup> quarter report**

I will provide a very short review of the report

**3. Community notification and dissemination of a level 3 Sex Offender Flier.**

Thank you.

Sincerely,

*Daniel P. Varrenti*  
**Chief of Police**

**Brockport Police Department**

1 Clinton Street

Brockport

, New York 14420

<mailto:chief@brockportpolice.org>

Office: 585-637-1020 ext. 13

Fax 585-637-1016

FBI

National Academy Class 183





**DRAFT**  
**RESOLUTION - VILLAGE OF BROCKPORT**

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on July 21, 2014 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews,  
Trustee Valerie A. Ciciotti, Trustee Carol L. Hannan, Trustee John D. La Pierre

MOVED BY: Trustee \_\_\_\_\_

SECONDED BY: Trustee \_\_\_\_\_

CARRIED   /  

RESOLVED, to authorize the Mayor to execute the contract documents with NYS DEC regarding the 2013-14 Urban and Community Forestry Grant – Round 12 – Contract No. T305103 for tree planting project for grant funds in the amount of \$10,820.

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK        )  
County of Monroe         ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York as held at the Village Hall on July 21, 2014 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this \_\_\_\_\_ day of July 2014.

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

Seal

# New York State Department of Environmental Conservation

## Division of Lands & Forests

### Bureau of Private Land Services

270 Michigan Avenue, Buffalo, NY 14203

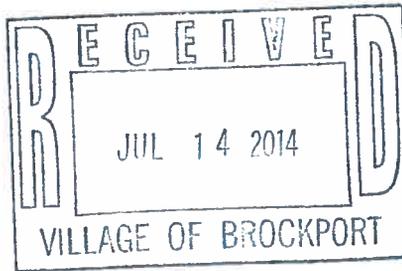
Phone: (716) 851-7010 \$ FAX: (716) 851-7005

Website: [www.dec.ny.gov](http://www.dec.ny.gov)



Joe Martens  
Commissioner

July 11, 2014



Honorable Margaret Blackman  
Mayor  
Village of Brockport  
49 State Street  
Brockport, NY 14220

**RE: 2013-14 Urban and Community Forestry Grant – Round 12 - Contract No.: T305103**

Dear Mayor Blackman:

The New York State Department of Environmental Conservation (Department) recently awarded you a 2013-14 Urban and Community Forestry (UCF) grant for **Tree Planting Project**.

This letter and enclosed contract package provides you with important documents and instructions regarding the next steps in executing a contract with the Department for UCF grant funds in the amount of **\$10820**. Please carefully review your contract in its entirety **and return all documents, listed below, to my attention no later than September 1, 2014**. Once your contract is approved by the Department, a fully executed contract will be returned to you for your records.

### Minority and Women-Owned Business Enterprises (M/WBE) Equal Opportunity (EEO) Work Plan and Utilization Plan.

The MWBE Work Plan and Utilization Plan must be filled in online. This constitutes your agreement to MWBE goals. In the most basic terms, this program requires that you reach out to the MWBE listed firms to hire them, document your attempts to do so, report the amount you pay to MWBE firms and provide justification should you fail to reach the stated goals.

Please fill in the MWBE Work Plan and Utilization Plan to the best of your ability for your project at: [http://www.dec.ny.gov/docs/administration\\_pdf/wp.pdf](http://www.dec.ny.gov/docs/administration_pdf/wp.pdf) and [http://www.dec.ny.gov/docs/administration\\_pdf/up.pdf](http://www.dec.ny.gov/docs/administration_pdf/up.pdf), then click "submit by e-mail" near the bottom of the form. Any further questions regarding MWBE should be directed to DEC's M/WBE program at (518) 402-9240.

### Proof of Insurance Documents

Please note that you will be required to provide the Department with proof of workers' compensation and disability benefits prior to entering into and executing a contract. If you are a Municipality, you are only required to submit proof of workers' compensation. Additional Liability Insurance may be required based on the type of work to be implemented. Review acceptable proofs of coverage which can be found at the following links, or as detailed in the Master Grant Contract, Attachment A – Program Terms and Conditions (XIV, page 9).

Workers' Compensation - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

Exemption - [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

## **Mandatory Submittal State Assistance Contract Documents**

### **Contract Face Page**

**Original Contract** (keep a copy for your records or until an executed copy is returned to you).

**Contract Signature/Acknowledgment Pages** – **three (3) signature pages must** be returned bearing the original signature of the individual authorized in the Resolution to enter into and execute this UCF contract with the Department. Copies of signature pages will not be accepted.

**Attachment A-1** - NOTE: Please enter your **lead contract information** on final page

**Attachment B-1 Expenditure Based Budget** (as previously submitted)

**Attachment C – Work Plan Summary and Detail** – (as previously submitted)

**Attachment D – Payment and Reporting Schedule**

**Proof of Worker's Comp and Disability Insurance**

**Liability Insurance if necessary for your project**

Upon reviewing your Project Budget, some of the Community Volunteer labor rates exceed what is allowable under this program. Community volunteers are only eligible for minimum labor rates. Please see page 8 of the RFA. Below is the verbiage from that page:

▪ *Donated unskilled labor:* work performed by professional or skilled labor in an area outside of their expertise must be computed at minimum wage. (For example, a lawyer donating legal services may compute the value based on their standard billing rate, but the same lawyer donating time planting a tree will be valued at the minimum wage.)

The budget will need to be adjusted accordingly.

Please return all mandatory documents, and any other requested information or documents, to my attention for final processing. Final processing includes approval and execution of the contract by DEC. Once the contract has been executed, an original copy will be returned to you for your records, along with a packet of forms, direction and information that will enable you to request reimbursement.

Payments under this contract will be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner of the Department. Authorization forms are available at the Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at (518) 402-4067.

Please keep in mind that Quick Start grants are only eligible to request one final payment upon completion of the project. Large and small communities may request quarterly payments prior to a final reimbursement and close-out payment (quarterly payments are optional, not mandatory).

Please contact me at 716-851-7010 if you need assistance or have any questions regarding the enclosed contract or related forms. Forms that are not originals, filled out incorrectly or are missing will result in delays in processing.

Sincerely,

  
Debra Gorka, Forester  
NYS DEC  
270 Michigan Avenue  
Buffalo, NY 14203

Enclosures

c: Mark Gooding, Forester

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>NYS Department of Environmental Conservation 625 Broadway Albany, NY 12233</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01/3350000</p> <p>CONTRACT NUMBER: T305103</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Village of Brockport</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Tree Planting Project</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000004222 Federal Tax ID Number: 16-6002439 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>UCF-SC</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>49 State Street Brockport, NY 14220</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> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # T305103

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b> From: 06/01/2014      To: 05/31/2017</p> <p><b>CURRENT CONTRACT PERIOD:</b> From:                      To:</p> <p><b>AMENDED TERM:</b> From:                      To:</p> <p><b>AMENDED PERIOD:</b> From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b> (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 10,820</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY* - CONTRACT PERIOD AND FUNDING AMOUNT:  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

<input type="checkbox"/> Attachment A:	<input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions
	<input type="checkbox"/> A-2 Federally Funded Grants
<input type="checkbox"/> Attachment B:	<input checked="" type="checkbox"/> B-1 Expenditure Based Budget
	<input type="checkbox"/> B-2 Performance Based Budget
	<input type="checkbox"/> B-3 Capital Budget
	<input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)
	<input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)
	<input type="checkbox"/> B-3(A) Capital Budget (Amendment)
<input checked="" type="checkbox"/> Attachment C: Work Plan	
<input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule	
<input type="checkbox"/> Other:	

**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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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

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<sup>1</sup> 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).

<sup>2</sup> 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).  
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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 set-off 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.<sup>3</sup>

**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

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<sup>3</sup>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:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

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

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<sup>4</sup> 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.

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

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

<sup>7</sup> 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.<sup>8</sup> 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

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<sup>8</sup> Fifth Quarter Payments occurs 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 sub-contractors 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:**<sup>9</sup> 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.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State  
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

**A) AGENCY SPECIFIC TERMS AND CONDITIONS**

**I. Postponement, suspension, abandonment or termination by the Department:** Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

**II. Conflict of Interest**

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

### III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Mary Kramarchyk, Urban Forestry Program Manager

(Name and Title)

New York State Department of Environmental Conservation

(Address1)

625 Broadway, Albany, New York 12233-4253

(Address2)

(518) 402-9425

(Telephone)

The designated appeal individual to review decisions is:

Bruce Williamson, Bureau Chief, Private Lands

(Name and Title)

New York State Department of Environmental Conservation

(Address1)

625 Broadway, Albany, New York 12233-4253

(Address2)

(518) 402-9425

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation

Nancy W. Lussier, Chair

Contract Review Committee

625 Broadway

Albany, NY 12233-5010

Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
- (2) Adopt the decision of the DAI; or
- (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

- (j) (1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

**IV. Tax Exemption**

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

**V. Litigation Support**

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

**VI. Inventions or Discoveries**

Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

**VII. Intellectual Property and Copyright Materials**

Title to and the right to determine the disposition of any copyrights, or copyrightable materials or intellectual property FIRST produced or created in the performance of this Project remains with the Contractor provided that the Contractor agrees to grant to the Department an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such material for its own purposes.

**VIII. Patent and Copyright Protection**

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.
- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
  - (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
  - (2) alterations of the items by the Department;
  - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
  - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
  - (5) use of items in a manner for which the same were neither designed nor contemplated; or
  - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

**IX. Freedom of Information Requests**

The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

**X. Article 15-Requirements**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**1. General Provisions**

A. The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these

requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

## 2. Contract Goals

- A. For purposes of this procurement, the Department hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; [https://ny.ncwnvecontracts.com/FrontEnd/VendorSearchPublic.asp](https://ny.ncwnvecontracts.com/FrontEnd/VendorSearchPublic.asp?contractid=0&contracttype=0&contractstatus=0&contractvalue=0&contractvalue2=0&contractvalue3=0&contractvalue4=0&contractvalue5=0&contractvalue6=0&contractvalue7=0&contractvalue8=0&contractvalue9=0&contractvalue10=0&contractvalue11=0&contractvalue12=0&contractvalue13=0&contractvalue14=0&contractvalue15=0&contractvalue16=0&contractvalue17=0&contractvalue18=0&contractvalue19=0&contractvalue20=0&contractvalue21=0&contractvalue22=0&contractvalue23=0&contractvalue24=0&contractvalue25=0&contractvalue26=0&contractvalue27=0&contractvalue28=0&contractvalue29=0&contractvalue30=0&contractvalue31=0&contractvalue32=0&contractvalue33=0&contractvalue34=0&contractvalue35=0&contractvalue36=0&contractvalue37=0&contractvalue38=0&contractvalue39=0&contractvalue40=0&contractvalue41=0&contractvalue42=0&contractvalue43=0&contractvalue44=0&contractvalue45=0&contractvalue46=0&contractvalue47=0&contractvalue48=0&contractvalue49=0&contractvalue50=0&contractvalue51=0&contractvalue52=0&contractvalue53=0&contractvalue54=0&contractvalue55=0&contractvalue56=0&contractvalue57=0&contractvalue58=0&contractvalue59=0&contractvalue60=0&contractvalue61=0&contractvalue62=0&contractvalue63=0&contractvalue64=0&contractvalue65=0&contractvalue66=0&contractvalue67=0&contractvalue68=0&contractvalue69=0&contractvalue70=0&contractvalue71=0&contractvalue72=0&contractvalue73=0&contractvalue74=0&contractvalue75=0&contractvalue76=0&contractvalue77=0&contractvalue78=0&contractvalue79=0&contractvalue80=0&contractvalue81=0&contractvalue82=0&contractvalue83=0&contractvalue84=0&contractvalue85=0&contractvalue86=0&contractvalue87=0&contractvalue88=0&contractvalue89=0&contractvalue90=0&contractvalue91=0&contractvalue92=0&contractvalue93=0&contractvalue94=0&contractvalue95=0&contractvalue96=0&contractvalue97=0&contractvalue98=0&contractvalue99=0&contractvalue100=0) or email [mwbccertification@esd.ny.gov](mailto:mwbccertification@esd.ny.gov)

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

## 3. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
  - 4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employer Department, 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 employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 10% Minority Labor Force Participation, 10% Female Labor Force Participation.

**B. Staffing Plan Form**

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

**C. Workforce Employment Utilization Report Form ("Workforce Report")**

- 1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

**4. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**5. Waivers**

- A. For Waiver Requests Contractor should use Waiver Request Form.

- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation

- A. Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
  - 3.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

#### 8. Forms

The following forms referenced in Article IX 3-A-3, 3B, 3C and 5A can be found at <http://www.dec.ny.gov/about/48854.html>

#### XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**XII. Americans with Disability Act**

In the event the monies defined herein are to be used for the development of facilities, the Contractor shall comply with all requirements for providing barrier-free access for the handicapped as established by Article 4A of the New York State Public Buildings Law, Americans with Disability Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code.

**XIII. Public Access to Facilities**

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

**XIV. Project Insurance Considerations**

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts applicable to the project work plan, hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, in form satisfactory to the Department, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Department. The certificate shall list the Department and the State of New York as additional insureds, except with respect to worker's compensation and disability coverage. An endorsement in writing added to and made part of the insurance contract for the purpose of changing the original terms such that the Department and the State of New York are added as additional insured. In addition, the applicable insurance policy number(s) referenced on the ACCORD form must be referenced on the endorsement. A copy of the endorsement page, showing the Department and the State of New York as additional insured, must be provided to the Department. This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance of the work. The kinds and amounts of insurance required are as follows:

- 1. Policy covering the obligations of the Contractor in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits.

The *only* forms which are accepted as proof of Workers' Compensation Insurance are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

The *only* forms which are accepted as proof of Disability Benefit Insurance are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-120.2	Certificate of Participation in Disability Benefits Group Self-insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is NOT an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Department of Environmental Conservation, Division/Program of Lands and Forest - Urban and Community Forestry, 625 Broadway, Albany, NY 12233-4253, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Worker's Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

2. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract).

3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

4. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein.

**XV. Amendment/Extensions**

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

**XVI. Environmental Protection Fund Acknowledgement**

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

**XVII. Vendor Responsibility**

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, 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.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

**XVIII. Permits**

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

Contract Number: T305103

- B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

**XIX. Approvals**

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

**XX. Site Access**

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life. The Department requires an affirmation from the contractor's attorney as proof of title or sufficient interest in the project site.

**XXI. Cost Overruns**

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

**XXII. Construction Plans**

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

**XXIII. Payment and Reporting**

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

**XXIV. On-Site Inspections**

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

**ATTACHMENT A  
PROGRAM SPECIFIC TERMS AND CONDITIONS  
NYS DEC URBAN AND COMMUNITY FORESTRY GRANTS**

**B) PROGRAM SPECIFIC TERMS AND CONDITIONS**

**I. Local Match Requirements**

The Department share will not exceed the amount indicated by checkmark under this Article:

- a)  For *Tree Planting, Tree Maintenance and Invasive Insect Detection Survey projects*, the Department share will not exceed fifty percent (50%) of approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor will provide fifty percent (50%) of required and eligible local match, not paid from other state or federal funding. These percentages shall be specified in Attachment B-1 (Expenditure Budget).
- b)  For *Quick Start, Tree Inventory, and Tree Management grant projects*, the Department share will be one hundred percent (100%) of approved project costs, up to the Contract Funding Amount identified on the Face Page. The Contractor is not required to provide local match on any portion of the Contract Funding Amount identified on the Face Page.

**II. Pre-Approval Conditions**

Prior to the Contractor's purchase and planting of plant materials, a Project list of tree species must be submitted for review to an appropriate Department forester or authorized representative.

**III. Useful Life of the Project**

The Contractor agrees to maintain and operate the Project for a period of not less than five (5) years from completion of tree planting projects.

**IV. Notices**

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: New York State Department of Environmental Conservation  
Division of Lands and Forests  
270 Michigan Avenue  
Buffalo, New York 14203  
Attn: Debra Gorka  
Tel. No: 716-851-7010

A copy of all legal notices shall be sent to:

General Counsel  
New York State Department of Environmental Conservation  
625 Broadway - 14<sup>th</sup> Floor  
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is \_\_\_\_\_  
\_\_\_\_\_. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at:

Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel. No: \_\_\_\_\_

With a copy/ies to: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel. No: \_\_\_\_\_

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

**Project Budget**

ITEM	TOTAL COST	DEC REQUEST	MATCH
<b>Supplies:</b>			
60 Winter King Hawthorns, 2.5" caliper @ \$180 each	\$10,800	\$8,300	\$2,500
7 clumps of River Birches, 8-10' tall @ \$175 each	\$1,225	\$1,225	\$0
4 Homestead Elms @ \$198 each	\$792	\$0	\$792
3 Blue Spruce @ \$114 each	\$342	\$0	\$342
3 Norway Spruce @ \$111 each	\$333	\$0	\$333
2 Austrian Pines @ \$92.50 each	\$185	\$0	\$185
Protective Plastic Tubing: 79 tubes @ \$5 each	\$395	\$395	\$0
Tree Gators: 30 @ \$30 each	\$900	\$900	\$0
<b>Labor:</b>			
DPW personnel: (2 people x 5 hours x \$25.39/hr*) x 4 plantings	\$1,016	\$0	\$1,016
College Facilities Crew personnel: (5 people x 3 hours x \$25.82/hr*) x 4 plantings	\$1,550	\$0	\$1,550
Community Volunteers: (40 people x 3 hours x \$28.73/hr**) x 4 plantings	\$13,790	\$0	\$13,790
<b>TOTAL</b>	<b>\$31,328</b>	<b>\$10,820</b>	<b>\$20,508</b>

\*Blended Rate \*\*Independent Sector volunteer rate

**Matching Funds Detail**

The Village will provide matching funds in the amount of \$20,508. Of this amount, \$4,152 will be in cash, and will fund the following: 13 (almost 14) Winter Hawthorns, 4 Homestead Elms, 3 Blue Spruce, 3 Norway Spruce, and 2 Austrian Pines. The 13 Hawthorns will be funded by a \$2,500 cash reimbursement from National Grid for participation in their 10,000 Trees and Growing Program. The remaining \$1,652 will be raised by the Village's Tree Committee through their Tree Donation Program.

The remaining \$16,356 in matching funds will be an in-kind donation of labor. Two people from the Village's Department of Public Works (DPW) will each contribute 5 hours to this project, at a blended rate of \$25.39 per hour, for four plantings. This totals 40 hours and \$1,550. Work will include picking up and planting the trees. Five people from the College at Brockport's Facilities Crew will each spend 3 hours assisting with each of the 4 tree plantings, for a total of 60 hours. At a blended rate of \$25.82 per hour, this totals \$1,550. The Village will recruit at least 40 volunteers to assist with the tree plantings. At 4 plantings and 3 hours each volunteer, this totals 480 hours. The most recent NYS volunteer rate from the Independent Sector is \$28.73, giving a value of \$13,790 to the work of the tree planting volunteers.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY**

Project Name: Tree Planting Project  
 Contract Number: \_\_\_\_\_  
 Contractor SFS Payee Name: Village of Brockport

Category of Expense	Grant Funds	Match Funds	Other Funds	Total Funds
<b>1. Personal Services Category</b> <i>(Provide detail on Salary on the Personal Services Category Detail page.)</i>				
a. Salary	\$0	\$16,356	\$0	\$16,356
b. Fringe	\$0	\$0	\$0	\$0
<b>1. Total Personal Services</b>	\$0	\$16,356	\$0	\$16,356
<b>2. Non-personal Services Category</b> <i>(Provide detail on each of the sub-categories below on the Non-personal Services Category Detail pages.)</i>				
a. Travel				
b. Equipment				
c. Contractual Services				
d. Space/Property & Utilities				
e. Operating Expenses				
f. Other	\$10,820	\$4,152	\$0	\$14,972
<b>2. Total Non-personal Services</b>	\$10,820	\$4,152	\$0	\$14,972
<b>Total Award Amount</b> <i>(Total Personal Services + Total Non-personal Services)</i>	\$10,820	\$20,508	\$0	\$31,328



*b. Equipment – Type Description*

Item Description	Cost
<b>b. Total Equipment</b>	

*c. Contractual Services – Type Description*

Contractor Name	Type of Work	Amount of Contract
<b>c. Total Contractual</b>		

*d. Space/Property & Utilities*

Item Description	Cost
<b>d. Total Space/Property &amp; Utilities</b>	

*e. Operating Expenses*

Item Description	Cost
<b>e. Total Operating Expenses</b>	

*f. Other*

Item Description	Cost
Trees, Planting Supplies - grant request	\$10,820
Trees, Planting Supplies - match	\$4,152
<b>f. Total Other</b>	<b>\$14,972</b>

**2. Total Non-personal Services**

	\$14,972
--	----------

## Attachment C – Work Plan

### Summary

PROJECT NAME:

Tree Planting Project

CONTRACTOR SFS

Village of Brockport

PAYEE NAME:

CONTRACT PERIOD:

From: TBD

To: TBD

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The goal of this project is to plant 79 trees along the South Avenue Extension, in order to add trees to what is currently the most treeless street in the village. Over a 2 year period (4 Planting Events: 2 Fall, 2 Spring), the Village of Brockport will plant a total of 79 trees along the South Avenue Extension between Owens Road and Brook Terrace. At the Entrance located on the eastern end of the Extension, The Village will plant four Homestead Elms on the north frontage, and a mix of eight conifers (Blue Spruce, Norway Spruce, and Austrian Pine) on the wider south frontage. At the Midpoint as one moves west along the Extension, the Village will plant 7 clumps of River Birches. Starting at the West Side of the project area (Brook Terrace) and extending all the way to the Entrance at Owens Road, the Village will plant 60 Winter King Hawthorns. The desired outcome of this project is to have a tree lawn along the South Avenue Extension that provides shade, visual interest, and contributes to public health and energy savings. Performance measures include completion of each planting task, per section.

*Detail*

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1: The Village will plant 79 trees along the South Avenue Extension.	Personal Services, Non-Personal Services	<ul style="list-style-type: none"> <li>a. Plant 12 trees at Entrance</li> <li>b. Plant River Birches at Midpoint</li> <li>c. Plant tree lawn along Extension</li> </ul>	<ul style="list-style-type: none"> <li>i. Completion: Planting of 4 Elms</li> <li>ii. Completion: Planting of 8 Conifers</li> <li>iii.</li> <li>i. Completion: Planting of 7 clumps of River Birches</li> <li>ii. at Midpoint</li> <li>iii.</li> <li>i. Completion: Planting of 60 Hawthorns along Extension</li> <li>ii. from Owens Rd to Brook Terrace</li> <li>iii.</li> </ul>

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		<ul style="list-style-type: none"> <li>a.</li> <li>b.</li> <li>c.</li> </ul>	<ul style="list-style-type: none"> <li>i.</li> <li>ii.</li> <li>iii.</li> <li>i.</li> <li>ii.</li> <li>iii.</li> <li>i.</li> <li>ii.</li> <li>iii.</li> </ul>

**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 zero percent (0 %) 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 (0 %) 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: \_\_\_\_\_  
Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_  
Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_  
Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date 15 days from end of quarter
- 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 \_\_\_\_\_
- 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 a quarterly basis, not later than 15 days from the end of the quarter, the report 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 15 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 30 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)<sup>1</sup>

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.

<sup>1</sup> 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
1	06/01/14 - 08/31/14	15 days after end of quarter
2	09/01/14-11/30/14	15 days after end of quarter
3	12/01/14-02/28/15	15 days after end of quarter
4	03/01/15-05/31/15	15 days after end of quarter
5	06/01/15-08/31/15	15 days after end of quarter
6	09/01/15-11/30/15	15 days after end of quarter
7	12/01/15-02/29/16	15 days after end of quarter
8	03/01/16-05/31/16	15 days after end of quarter
9	06/01/16-08/31/16	15 days after end of quarter
10	09/01/16-11/30/16	15 days after end of quarter
11	12/01/16-02/28/17	15 days after end of quarter
12	03/01/17-05/31/17	15 days after end of quarter

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

CONTRACTOR:

STATE AGENCY:

New York State Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Nancy W. Lussier

Printed Name

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

Title: Director of Management & Budget Services

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

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) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

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

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

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

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

**DRAFT**  
**RESOLUTION - VILLAGE OF BROCKPORT**

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on July 21, 2014 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews,  
Trustee Valerie A. Ciciotti, Trustee Carol L. Hannan, Trustee John D. La Pierre

MOVED BY: Trustee \_\_\_\_\_

SECONDED BY: Trustee \_\_\_\_\_

CARRIED   /  /  

RESOLVED, to authorize the Mayor to execute the contract documents with NYS DEC regarding the 2013-14 Urban and Community Forestry Grant – Round 12 – Contract No. T305112 for tree management project for grant funds in the amount of \$6,900.

BY ORDER OF THE Village Board of the Village of Brockport

STATE OF NEW YORK        )  
County of Monroe         ) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York as held at the Village Hall on July 21, 2014 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this \_\_\_\_\_ day of July 2014.

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

Seal

# New York State Department of Environmental Conservation

## Division of Lands & Forests

### Bureau of Private Land Services

270 Michigan Avenue, Buffalo, NY 14203

Phone: (716) 851-7010 \$ FAX: (716) 851-7005

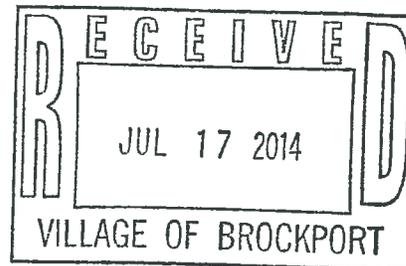
Website: [www.dec.ny.gov](http://www.dec.ny.gov)



Joe Martens  
Commissioner

July 15, 2014

Honorable Margaret Blackman  
Mayor  
Village of Brockport  
49 State Street  
Brockport, NY 14220



**RE: 2013-14 Urban and Community Forestry Grant – Round 12 - Contract No.: T305112**

Dear Mayor Blackman:

The New York State Department of Environmental Conservation (Department) recently awarded you a 2013-14 Urban and Community Forestry (UCF) grant for **Tree Management Project**.

This letter and enclosed contract package provides you with important documents and instructions regarding the next steps in executing a contract with the Department for UCF grant funds in the amount of **\$6900**. Please carefully review your contract in its entirety **and return all documents, listed below, to my attention no later than September 1, 2014**. Once your contract is approved by the Department, a fully executed contract will be returned to you for your records.

### **Minority and Women-Owned Business Enterprises (M/WBE) Equal Opportunity (EEO) Work Plan and Utilization Plan.**

The MWBE Work Plan and Utilization Plan must be filled in online. This constitutes your agreement to MWBE goals. In the most basic terms, this program requires that you reach out to the MWBE listed firms to hire them, document your attempts to do so, report the amount you pay to MWBE firms and provide justification should you fail to reach the stated goals.

Please fill in the MWBE Work Plan and Utilization Plan to the best of your ability for your project at: [http://www.dec.ny.gov/docs/administration\\_pdf/wp.pdf](http://www.dec.ny.gov/docs/administration_pdf/wp.pdf) and [http://www.dec.ny.gov/docs/administration\\_pdf/up.pdf](http://www.dec.ny.gov/docs/administration_pdf/up.pdf), then click "submit by e-mail" near the bottom of the form. Any further questions regarding MWBE should be directed to DEC's M/WBE program at (518) 402-9240.

### **Proof of Insurance Documents**

Please note that you will be required to provide the Department with proof of workers' compensation and disability benefits prior to entering into and executing a contract. If you are a Municipality, you are only required to submit proof of workers' compensation. Additional Liability Insurance may be required based on the type of work to be implemented. Review acceptable proofs of coverage which can be found at the following links, or as detailed in the Master Grant Contract, Attachment A – Program Terms and Conditions (XIV, page 9).

Workers' Compensation - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

Exemption - [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

**Mandatory Submittal State Assistance Contract Documents**

**Contract Face Page**

**Original Contract** (keep a copy for your records or until an executed copy is returned to you).

**Contract Signature/Acknowledgment Pages** – **three (3) signature pages must** be returned bearing the original signature of the individual authorized in the Resolution to enter into and execute this UCF contract with the Department. Copies of signature pages will not be accepted.

**Attachment A** - NOTE: Please enter your **lead contract information** on final page

**Attachment B-1 Expenditure Based Budget** (as previously submitted)

**Attachment C – Work Plan Summary and Detail** – (as previously submitted)

**Attachment D – Payment and Reporting Schedule**

**Proof of Worker's Comp and Disability Insurance**

**Liability Insurance if necessary for your project**

Please return all mandatory documents, and any other requested information or documents, to my attention for final processing. Final processing includes approval and execution of the contract by DEC. Once the contract has been executed, an original copy will be returned to you for your records, along with a packet of forms, direction and information that will enable you to request reimbursement.

Payments under this contract will be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner of the Department. Authorization forms are available at the Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at (518) 402-4067.

Please keep in mind that Quick Start grants are only eligible to request one final payment upon completion of the project. Large and small communities may request quarterly payments prior to a final reimbursement and close-out payment (quarterly payments are optional, not mandatory).

Please contact me at 716-851-7010 if you need assistance or have any questions regarding the enclosed contract or related forms. Forms that are not originals, filled out incorrectly or are missing will result in delays in processing.

Sincerely,



Debra Gorka, Forester  
NYS DEC  
270 Michigan Avenue  
Buffalo, NY 14203

[debra.gorka@dec.ny.gov](mailto:debra.gorka@dec.ny.gov)

Enclosures

c: Mark Gooding, Forester

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>NYS Department of Environmental Conservation 625 Broadway Albany, NY 12233</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01/3350000</p> <p>CONTRACT NUMBER: T305112</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Village of Brockport</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Tree Management Project</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000004222 Federal Tax ID Number: 16-6002439 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>UCF-SC</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>49 State Street Brockport, NY 14220</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> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # T305112



**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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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

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<sup>1</sup> 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).

<sup>2</sup> 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 set-off 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.<sup>3</sup>

**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

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<sup>3</sup>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:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

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

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<sup>4</sup> 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.

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

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

<sup>7</sup> 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:<sup>8</sup> 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

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<sup>8</sup> Fifth Quarter Payments occurs 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 sub-contractors 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:**<sup>9</sup> 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.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State  
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

**A) AGENCY SPECIFIC TERMS AND CONDITIONS**

**I. Postponement, suspension, abandonment or termination by the Department:** Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

**II. Conflict of Interest**

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

### III. **Dispute Resolution**

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Mary Kramarchyk, Urban Forestry Program Manager

(Name and Title)

New York State Department of Environmental Conservation

(Address1)

625 Broadway, Albany, New York 12233-4253

(Address2)

(518) 402-9425

(Telephone)

The designated appeal individual to review decisions is:

Bruce Williamson, Bureau Chief, Private Lands

(Name and Title)

New York State Department of Environmental Conservation

(Address1)

625 Broadway, Albany, New York 12233-4253

(Address2)

(518) 402-9425

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation

Nancy W. Lussier, Chair

Contract Review Committee

625 Broadway

Albany, NY 12233-5010

Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
  - (2) Adopt the decision of the DAI; or
  - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

- (j) (1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

**IV. Tax Exemption**

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

**V. Litigation Support**

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

**VI. Inventions or Discoveries**

Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

**VII. Intellectual Property and Copyright Materials**

Title to and the right to determine the disposition of any copyrights, or copyrightable materials or intellectual property FIRST produced or created in the performance of this Project remains with the Contractor provided that the Contractor agrees to grant to the Department an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such material for its own purposes.

**VIII. Patent and Copyright Protection**

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.
- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
  - (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
  - (2) alterations of the items by the Department;
  - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
  - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
  - (5) use of items in a manner for which the same were neither designed nor contemplated; or
  - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

**IX. Freedom of Information Requests**

The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

**X. Article 15-Requirements**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

A. The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these

requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

## 2. Contract Goals

- A. For purposes of this procurement, the Department hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10 % for Minority-Owned Business Enterprises ("MBE") participation and 10 % for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?OP=SEARCH&mwbecertification@esd.ny.gov>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

## 3. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
  - 4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employer Department, 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 employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e. EEO Contract Goals for the purposes of this procurement, the Department hereby establishes a goal of 10% Minority Labor Force Participation, 10% Female Labor Force Participation.

**B. Staffing Plan Form**

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

**C. Workforce Employment Utilization Report Form ("Workforce Report")**

- 1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

**4. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**5. Waivers**

- A. For Waiver Requests Contractor should use Waiver Request Form.

- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**6. Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

**7. Liquidated Damages - MWBE Participation**

- A. Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
  - 3.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

**8. Forms**

The following forms referenced in Article IX 3-A-3, 3B, 3C and 5A can be found at <http://www.dec.ny.gov/about/48854.html>

**XI. Iran Divestment Act Requirements**

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**XII. Americans with Disability Act**

In the event the monies defined herein are to be used for the development of facilities, the Contractor shall comply with all requirements for providing barrier-free access for the handicapped as established by Article 4A of the New York State Public Buildings Law, Americans with Disability Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code.

**XIII. Public Access to Facilities**

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

**XIV. Project Insurance Considerations**

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts applicable to the project work plan, hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, in form satisfactory to the Department, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Department. The certificate shall list the Department and the State of New York as additional insureds, except with respect to worker's compensation and disability coverage. An endorsement in writing added to and made part of the insurance contract for the purpose of changing the original terms such that the Department and the State of New York are added as additional insured. In addition, the applicable insurance policy number(s) referenced on the ACCORD form must be referenced on the endorsement. A copy of the endorsement page, showing the Department and the State of New York as additional insured, must be provided to the Department. This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance of the work. The kinds and amounts of insurance required are as follows:

1. Policy covering the obligations of the Contractor in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits.

The *only* forms which are accepted as proof of Workers' Compensation Insurance are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

The *only* forms which are accepted as proof of Disability Benefit Insurance are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-120.2	Certificate of Participation in Disability Benefits Group Self-insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is NOT an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Department of Environmental Conservation, Division/Program of Lands and Forest - Urban and Community Forestry, 625 Broadway, Albany, NY 12233-4253, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Worker's Compensation website:

<http://www.web.ny.gov/content/main/Employers/Employers.jsp>

2. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract).

3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

4. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein.

**XV. Amendment/Extensions**

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

**XVI. Environmental Protection Fund Acknowledgement**

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

**XVII. Vendor Responsibility**

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, 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.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

**XVIII. Permits**

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

Contract Number: T305112

- B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

**XIX. Approvals**

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

**XX. Site Access**

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life. The Department requires an affirmation from the contractor's attorney as proof of title or sufficient interest in the project site.

**XXI. Cost Overruns**

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

**XXII. Construction Plans**

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

**XXIII. Payment and Reporting**

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

**XXIV. On-Site Inspections**

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

**ATTACHMENT A  
PROGRAM SPECIFIC TERMS AND CONDITIONS  
NYS DEC URBAN AND COMMUNITY FORESTRY GRANTS**

**B) PROGRAM SPECIFIC TERMS AND CONDITIONS**

**I. Local Match Requirements**

The Department share will not exceed the amount indicated by checkmark under this Article:

- a)  For *Tree Planting, Tree Maintenance and Invasive Insect Detection Survey projects*, the Department share will not exceed fifty percent (50%) of approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor will provide fifty percent (50%) of required and eligible local match, not paid from other state or federal funding. These percentages shall be specified in Attachment B-1 (Expenditure Budget).
- b)  For *Quick Start, Tree Inventory, and Tree Management grant projects*, the Department share will be one hundred percent (100%) of approved project costs, up to the Contract Funding Amount identified on the Face Page. The Contractor is not required to provide local match on any portion of the Contract Funding Amount identified on the Face Page.

**II. Pre-Approval Conditions**

Prior to the Contractor's purchase and planting of plant materials, a Project list of tree species must be submitted for review to an appropriate Department forester or authorized representative.

**III. Useful Life of the Project**

The Contractor agrees to maintain and operate the Project for a period of not less than five (5) years from completion of tree planting projects.

**IV. Notices**

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: New York State Department of Environmental Conservation  
Division of Lands and Forests  
270 Michigan Avenue  
Buffalo, New York 14203  
Attn: Debra Gorka

Tel. No: 716-851-7010

A copy of all legal notices shall be sent to:

General Counsel  
New York State Department of Environmental Conservation  
625 Broadway - 14<sup>th</sup> Floor  
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is \_\_\_\_\_  
\_\_\_\_\_. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at:

Address: \_\_\_\_\_

Tel. No: \_\_\_\_\_

With a copy/ies to: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No: \_\_\_\_\_

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

**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 zero percent (0 %) 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 (0 %) 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: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date 15 days from end of quarter
- 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 \_\_\_\_\_
- 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 a quarterly basis, not later than 15 days from the end of the quarter, the report 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 15 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 30 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)<sup>1</sup>

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.

<sup>1</sup> 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
1	06/01/14 - 08/31/14	15 days after end of quarter
2	09/01/14-11/30/14	15 days after end of quarter
3	12/01/14-02/28/15	15 days after end of quarter
4	03/01/15-05/31/15	15 days after end of quarter
5	06/01/15-08/31/15	15 days after end of quarter
6	09/01/15-11/30/15	15 days after end of quarter
7	12/01/15-02/29/16	15 days after end of quarter
8	03/01/16-05/31/16	15 days after end of quarter
9	06/01/16-08/31/16	15 days after end of quarter
10	09/01/16-11/30/16	15 days after end of quarter
11	12/01/16-02/28/17	15 days after end of quarter
12	03/01/17-05/31/17	15 days after end of quarter

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY**

Project Name: Tree Management Project  
 Contract Number: TBD  
 Contractor SFS Payee Name: Village of Brockport

Category of Expense	Grant Funds	Match Funds	Other Funds	Total Funds
<b>1. Personal Services Category</b> <i>(Provide detail on Salary on the Personal Services Category Detail page.)</i>				
a. Salary				
b. Fringe				
<b>1. Total Personal Services</b>				
<b>2. Non-personal Services Category</b> <i>(Provide detail on each of the sub-categories below on the Non-personal Services Category Detail pages.)</i>				
a. Travel				
b. Equipment				
c. Contractual Services	\$6,900	\$0	\$0	\$6,900
d. Space/Property & Utilities				
e. Operating Expenses				
f. Other				
<b>2. Total Non-personal Services</b>				
<b>Total Award Amount</b> <i>(Total Personal Services + Total Non-personal Services)</i>	\$6,900			\$6,900



*b. Equipment – Type Description*

Item Description	Cost
<b>b. Total Equipment</b>	

*c. Contractual Services – Type Description*

Contractor Name	Type of Work	Amount of Contract
Urban Forestry LLC	develop Tree Management Plan (3 documents)	\$6,900
<b>c. Total Contractual</b>		

*d. Space/Property & Utilities*

Item Description	Cost
<b>d. Total Space/Property &amp; Utilities</b>	

*e. Operating Expenses*

Item Description	Cost
<b>e. Total Operating Expenses</b>	

*f. Other*

Item Description	Cost
<b>f. Total Other</b>	

**2. Total Non-personal Services**

	\$6,900
--	---------

## Attachment C – Work Plan

### *Summary*

PROJECT NAME:

Tree Management Project

CONTRACTOR SFS

Village of Brockport

PAYEE NAME:

CONTRACT PERIOD:

From: TBD

To: TBD

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The goal of the Tree Management Project is to create a comprehensive Tree Management Plan for the Village of Brockport, to guide the Village in the proper maintenance and development of its urban forest. The Village will contract with Urban Forestry LLC to develop the Tree Management Plan. The Tree Management Plan will be a collection of three documents: 1) the Management Analysis Report, which will summarize an analysis of the Village's urban forestry policies, management practices and budgeting; 2) a Community Forestry Management Plan, which will identify challenges, opportunities, and strategies to guide the Village in managing its urban forest; and 3) an Arboricultural Standards and Specifications Document, which will address compliance to tree maintenance standards. Performance measures include completion of each document, and usability of each document.

*Detail*

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1: To create a Tree Management Plan for the Village of Brookport.	Non-personal Services	a. Contract with Urban Forestry LLC b. Tree Board to assist contractor. c. Review final Plan.	i. Completion of contract for services. ii. iii. i. Meetings are regular and productive. ii. Contractor gets needed information. iii. i. Plan includes all 3 documents. ii. Plan is easy to understand and use. iii. Plan has accurate information.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.  b.  c.	i. ii. iii. i. ii. iii. i. ii. iii.

**From 1/6/14 Village Board meeting:**

→ Trustee Hannan moved, Mayor Blackman seconded, carried 5/0 to accept the proposal as amended:

**MISSION STATEMENT:** The Emily L. Knapp Museum is an educational institution dedicated to collecting, preserving, and providing access to the heritage and history of Brockport.

**PURPOSE:** The purpose of this motion is to formally establish, by Village of Brockport, Board of Trustees (Village Board) action, a committee to oversee the operation of the Emily L. Knapp Museum.

**COMPOSITION OF THE EXECUTIVE COMMITTEE:**

The committee shall be comprised of 9 voting members, including the Museum Director, Village Historian and 7 members approved by a vote of the Board, who must be legal residents of the Village of Brockport. In Addition, the Executive Committee will have one faculty member from the College at Brockport's Program in Museum Studies/Public History, to be selected by that program's faculty. Committee members will serve for a term of three years, with initial appointments of one, two and three years. Thereafter, committee members will be appointed or reappointed for terms of three years. The Board of Trustee liaison will be an ex-officio member of the museum's executive board, without voting rights.

**COMPOSITION OF COMMITTEE VOLUNTEERS:**

Additional committee member volunteers may be appointed by the Village Board who are not required to be village residents. They will not have voting rights of executive committee members. Emily L. Knapp Museum volunteers may serve indefinite terms, or until they notify the executive committee of their decision to resign.

**THE MUSEUM DIRECTOR:**

The Emily L. Knapp Museum Director will be nominated by a member of, and approved by a majority of the Village Board. The Director will serve for a term of three years and thereafter, until reappointment/approval or resignation, for additional three year terms. The Director will be a legal resident of the Village of Brockport and may serve as Village Historian/ Director at the discretion of the Village Board. Duties of the Director include:

- serving as registrar, curator, conservator, and public educator of the museum's collections
- calling official meetings as necessary.
- chairing all meetings.
- reporting to the board of trustees at least yearly on the state of the museum: accomplishment(s) and/or goal(s) of the committee.

**The Museum Executive Committee will:**

- give public notice of official meetings or a schedule of for the village clerk to post.
- work with and inform the Board liaison of requested actions.
- direct meeting records to be kept and a copy given to the village clerk.
- submit requests for expenditures.
- review volunteer applications and submit them for board approval.
- set museum hours and staffing schedules.
- write yearly or short term goals and objectives for the museum.
- review goals and objectives, as appropriate.

**COMMITTEE VOLUNTEERS will:**

- assist in the staffing of the museum.
- provide input to the Director and Executive Committee.
- assist in the completion of goals and objectives.
- serve for an indefinite term, until their resignation to the board is provided or requested.

Clerk Morelli reminded the Board that they will want to take a look at the current Committee roster to differentiate voting from volunteer and assign staggered terms to the voting members.

from Bill Andrews  
for 7/21/14 VB

## DRAFT

**MISSION STATEMENT:** The mission of the Emily L. Knapp Museum, an educational institution, is to collect, preserve, and provide access to the heritage and history of the greater Brockport community.

**PURPOSE:** The purpose of this motion is to reorganize the governing body of the Emily L. Knapp Museum.

**BOARD MEMBERS:** The Emily L. Knapp Museum shall be managed by a Board composed of the Village Historian and no fewer than five nor more than eight other members. All Board members shall be residents of the Village of Brockport. The Museum Board may recommend prospective members to the Mayor. All members shall be nominated by the Mayor of the Village of Brockport and appointed by the Board of Trustees of the Village of Brockport. The Museum Board members shall select a Chair from among its members. The Board members may create and fill from among its members other Board offices. The Museum Studies/Public History Program of the College of Brockport may propose to the Mayor one of its faculty members for non-voting membership on the Board to be nominated by the Mayor and appointed by the Board of Trustees. The initial appointments of the members of the Board shall be for one, two, or three years. The members in each category shall be determined by lot, the number of members in each category being as nearly equal as possible. All appointments and reappointments thereafter shall be for three-year terms. A member of the Board of Trustees shall serve as liaison to the Museum Board without a vote.

**VOLUNTEERS:** The Museum Board may be assisted in its operations by volunteers who shall indicate their availability by filing "Position Interest Forms" with the Village Clerk, who shall solicit the recommendation of the Museum Board Chair. Volunteers shall be appointed for indeterminate terms by the Board of Trustees upon nomination by the Mayor and shall serve at the pleasure of the Board of Trustees. Village residency is not required for volunteers.

**TASKS OF THE MUSEUM BOARD CHAIR:** The Chair of the Museum Board shall:

--serve as registrar, curator, conservator, and public educator of the Museum's collections.

--call regular, official meetings.

--provide the Village Clerk with a schedule of meetings and meeting notices.

--chair all meetings.

--submit meeting minutes to the Village Clerk.

--report to the Village Board at least annually on the state of the museum and the accomplishments and goals of the Museum Board.

**TASKS OF THE MUSEUM BOARD:** The Museum Board shall:

- collaborate with the liaison from the Village Board.
- ensure that all appropriate Museum records are maintained and provided to the Village Clerk.
- adopt budget requests to be submitted to the Village Board.
- maintain records of all receipts and expenditures by the Museum Board.
- provide recommendations to the Mayor with respect to the appointment and termination of volunteers.
- set museum hours and staffing schedules, subject to review by the Village Board.
- prepare and submit to the Village Board annual and short-term goals and objectives.
- review and revise goals and objectives as appropriate.

**TASKS OF MUSEUM VOLUNTEERS:** Museum Volunteers shall:

- assist the Museum Board in staffing the Museum.
- advise the Museum Board.
- assist the Museum Board in pursuing its goals and objectives.



Paul Wm. Hare  
Program Manager, Northeast/Midwest Regions

General Electric Company  
319 Great Oaks Boulevard  
Albany, New York 12203

T (518) 862-2713  
F (518) 862-2702  
Paul.Hore@ge.com

June 16, 2014

Ms. Leslie Morelli, Clerk  
Village of Brockport  
49 State Street  
Brockport, New York 14420



**Subject: Annual Renewal of Fence Permit  
98 Lyman Street  
Brockport, New York**

Dear Ms. Morelli:

I am writing to request that the Village of Brockport renew the annual permit for the fence around the groundwater treatment system located at 98 Lyman Street in Brockport, New York. Please put this matter on the agenda for the Village Board meeting in July 2014. Thank you for your attention to this matter. You may contact me if you have any questions. Alternatively, contact Don Sauda or Tim Henson of ARCADIS U.S., Inc. (ARCADIS) at 315-446-9120.

Sincerely,

Paul Wm. Hare  
Program Manager, Northeast/Midwest Regions

cc: Don Sauda, ARCADIS

PH/ph  
14143



June 16, 2014

Ms. Leslie Morelli  
Village of Brockport Clerk  
49 State Street  
Brockport, New York 14420



RE: Fence Permit Renewal  
Rochester Gas and Electric Corporation Property No. 1170  
Northwest Corner of Perry and Erie Streets, Village of Brockport  
SBL No. – 068.510-0002-004.000

Dear Ms. Morelli:

On August 7, 2000 the Village Board of Trustees granted RG&E a permit to install a fence around the perimeter of its property located at the northwest corner of Perry & Erie Streets and extending onto the western portion of the adjacent property to the east at 108 Erie Street. The fence was installed as a safety precaution to control access to the parcel during environmental studies being initiated by RG&E.

Since permission granted to install the fence was not a variance, but rather a permit that required an annual renewal, please accept this letter as RG&E's request to maintain the fence at the referenced location throughout the duration of the environmental activities. The NYSDEC held their public meeting on March 4, 2014 and issued the Decision Document for the project on March 11, 2014. The RAWP was approved April 16, 2014. These documents are on file at the Village office. RG&E is planning to begin the remedial clean-up activities for the site in November of 2014. Site restoration is expected to be completed by June of 2015.

As requested in your letter dated February 24, 2004, RG&E will submit this request annually during the month of June for the duration of the project so that the request can be presented to the Village Board during the July/August Village Board meeting.

If you should require any additional information, please contact me @ (585) 724-8386 or via email at [daniel\\_kennedy@rge.com](mailto:daniel_kennedy@rge.com). I am the RG&E representative leading the site clean up.

As always, thank you for your assistance with this matter.

Sincerely,

Daniel M. Kennedy  
Lead Analyst, RG&E Environmental Remediation

c: Mr. Joseph Fox, Property Owner of 108 Erie Street  
ec: Debra Wegman, NY Property Management - RG&E Property Manager  
David Fingado, P.M.P. Manager of RG&E Electric Capital Delivery / Environmental Remediation

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**BRIEF RECESS – refreshments.**

**Mayor to excuse Department Heads if they wish to leave at this point.**

**ANNUAL ORGANIZATIONAL PART OF MEETING – APPOINTMENTS & ADOPTIONS:**

At \_\_\_\_\_pm

**ANNUAL FENCE PERMITS –**

⇒ Trustee \_\_\_\_\_ moved, Trustee Hannan seconded, carried / that the following annual fence permits be renewed:

- GE – 98 Lyman Street
- RG&E – Perry Street and Erie Street

**ADVANCE APPROVAL OF CERTAIN CLAIMS –**

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried / that the Board authorizes payment in advance of audit of claims for non-discretionary costs such as insurances, public utility services, postage, freight and express charges.

**MILEAGE ALLOWANCE -**

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried / that the Board authorizes reimbursement to Village officers and employees who use their personal automobiles while performing their official Village duties or travel at the current IRS rate per mile as indicated in the Employee Handbook.

**ADOPT STANDARD WORK TIME FOR RETIREMENT PURPOSES – ELECTED & APPOINTED OFFICIALS -**

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried / that the Board adopt the following resolution:

BE IT RESOLVED, that the Village of Brockport / Location code 40143 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees’ Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer’s Time Keeping System (Y/N)
<b>Elected Officials</b>				
<b>(the only one who takes NYS ERS through Village)</b>				
Village Justice	Kent R. Blair	TBD	07/01/14-06/30/18	N
<b>Appointed Officials</b>				
Village Clerk	Leslie Ann Morelli	8	07/01/13-06/30/15	Y

Deputy Clerk Deborah C. Herzog	8	07/01/13-06/30/15	Y
Deputy Clerk Erica L. Linden	8	10/21/13-06/30/15	Y

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**ADOPT VILLAGE STOP SIGNS & TRAFFIC SIGNAL LIGHT -**

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried  /  adopting the following stop signs and traffic signals for the Village of Brockport:

Stop Signs:

- 1) Adams Street at Chappell Street (eastbound)
- 2) Adams Street at Utica Street (westbound)
- 3) Allen Street at Centennial Avenue (southbound)
- 4) Anita's Lane at Anita's Lane (eastbound)
- 5) Anita's Lane at East Avenue (northbound)
- 6) Barry Street at Fayette Street (westbound)
- 7) Barry Street at Keable Court (eastbound and westbound)
- 8) Beach Street at Erie Street (northbound)
- 9) Beach Street at Holley Street (southbound)
- 10) Berry Street at Fayette Street (eastbound)
- 11) Beverly Drive at Idlewood Drive (eastbound)
- 12) Briar Rose Lane at West Avenue (northbound)
- 13) Brockview Drive at Frazier Street (southbound)
- 14) Brockway Place at Chappell Street (westbound)
- 15) Brockway Place at Main Street (eastbound)
- 16) Brook Terrace at #24 Brook Terrace (northbound)
- 17) Brook Terrace at Brookdale Road (southbound)
- 18) Brook Terrace at South Avenue (northbound)
- 19) Brookdale Road at Main Street (westbound)
- 20) Burroughs Terrace at Fair Street (southbound)
- 21) Candlewick Drive at Havenwood Drive (westbound)
- 22) Carolin Drive at Clark Street (northbound and southbound)
- 23) Carolin Drive at West Avenue (northbound)
- 24) Centennial Avenue at Allen Street (westbound)
- 25) Centennial Avenue at Main Street (eastbound)
- 26) Central School Drive and Centennial Avenue (northbound)
- 27) Chappell Street at Adams Street (northbound)
- 28) Chappell Street at Centennial Avenue (southbound)
- 29) Cherry Drive at Clark Street (northbound)
- 30) Cherry Drive at Evergreen Road (southbound)
- 31) Clark Street at Carolin Drive (eastbound and westbound)
- 32) Clark Street at Evergreen Road (eastbound)
- 33) Clark Street at Kimberlin Drive (westbound)
- 34) Clark Street at Main Street (eastbound)
- 35) Clark Street at Smith Street (eastbound and westbound)
- 36) Clinton Street at Main Street (eastbound)
- 37) Cloverwood Drive at Candlewick Drive (northbound)
- 38) Coleman Creek Road at Central School Drive (northbound)
- 39) Coleman Creek Road at Main Street (eastbound)
- 40) College Street at Main Street (eastbound)
- 41) College Street at Utica Street (westbound)
- 42) Commencement Drive at Holley Street (northbound)

- 43) Cyrus Way at McCormick Lane (northbound)
- 44) Erie Street at Beach Street (eastbound and westbound)
- 45) Erie Street at Perry Street (eastbound and westbound)
- 46) Erie Street at Utica Street (eastbound and westbound)
- 47) Evelyn Drive at Glendale Road (westbound)
- 48) Evergreen Road at Clark Street (northbound)
- 49) Fair Street at Quaker Maid Street (eastbound)
- 50) Fayette Street at East Avenue (northbound)
- 51) Frazier Street at Fayette Street (westbound)
- 52) Frazier Street at Glendale Road (eastbound and westbound)
- 53) Frazier Street at Keable Court (eastbound and westbound)
- 54) Gardner Alley at Clinton Street (northbound)
- 55) Gardner Alley at King Street (southbound)
- 56) Glendale Road at Barry Street (southbound)
- 57) Glendale Road at East Avenue (northbound)
- 58) Glendale Road at Frazier Street (northbound and southbound)
- 59) Gordon Street at Spring Street (southbound)
- 60) Gordon Street at State Street (northbound)
- 61) Graves Street at Clark Street (southbound)
- 62) Graves Street at West Avenue (northbound)
- 63) Havenwood Drive at East Avenue (northbound)
- 64) High Street at Park Avenue (westbound)
- 65) Hillcrest Parkway at Main Street (westbound)
- 66) Holley Street at Main Street (eastbound)
- 67) Holley Street at Perry Street (eastbound and westbound)
- 68) Holley Street at Utica Street (eastbound and westbound)
- 69) Idlewood Drive at Clark Street (southbound)
- 70) Idlewood Drive at West Avenue (northbound)
- 71) Keable Court at Barry Street (southbound)
- 72) Keable Court at Frazier Street (northbound)
- 73) Kimberlin Drive at Clark Street (southbound)
- 74) Kimberlin Drive at West Avenue (northbound)
- 75) King Street at Utica Street (westbound)
- 76) Liberty Street at Fayette Street (eastbound)
- 77) Liberty Street at Main Street (westbound)
- 78) Lincoln Street at King Street (northbound)
- 79) Locust Street at Barry Street (northbound)
- 80) Lyman Street at Fayette Street (westbound)
- 81) Lyman Street at Locust Street (eastbound)
- 82) Market Street at Main Street (westbound)
- 83) Market Street at Park Avenue (eastbound)
- 84) Maxon Street at Kenyon Street (westbound)
- 85) Maxon Street at Utica Street (eastbound)
- 86) McCormick Lane at East Avenue (northbound)
- 87) Meadowview Drive at Clark Street (northbound)
- 88) Meadowview Drive at Evergreen Road (southbound)
- 89) Mercer Street at Chappell Street (eastbound)
- 90) Monroe Avenue at Holley Street (westbound)
- 91) Monroe Avenue at Main Street (eastbound)
- 92) Monroe Avenue at Utica Street (eastbound and westbound)
- 93) Morgan Court at Evergreen Road (eastbound)
- 94) Oxford Street at Spring Street (southbound)
- 95) Oxford Street at State Street (northbound)

- 96) Park Avenue at South Street (east and west of triangle)
- 97) Park Avenue at State Street (northbound and southbound)
- 98) Quaker Maid Street at South Avenue (southbound)
- 99) Quarry Street at Locust Street (westbound)
- 100) Queen Street at Clinton Street (northbound)
- 101) Queen Street at Erie Street (northbound and southbound)
- 102) Queen Street at Holley Street (southbound)
- 103) Smith Street at Clark Street (northbound and southbound)
- 104) Smith Street at West Avenue (northbound)
- 105) South Avenue at Brook Terrace (eastbound)
- 106) South Avenue at Main Street (westbound)
- 107) South Avenue at Owens Road (eastbound)
- 108) South Avenue at Quaker Maid Street (westbound)
- 109) South Street at Main Street (westbound)
- 110) South Street at Park Avenue (eastbound)
- 111) State Street at Park Avenue (eastbound and westbound)
- 112) Union Street at Park Avenue (eastbound)
- 113) Utica Street at Adams Street (southbound)
- 114) Utica Street at Clinton Street (northbound)
- 115) Utica Street at College Street (northbound and southbound)
- 116) Utica Street at Erie Street (northbound and southbound)
- 117) Utica Street at Holley Street (northbound and southbound)
- 118) Utica Street at Monroe Avenue (northbound and southbound)
- 119) Victory Drive at Barry Street (southbound)
- 120) Victory Drive at Frazier Street (northbound)
- 121) Water Street at Market Street (southbound)
- 122) Westwood Drive at Glendale Road (westbound)
- 123) Willowbrooke Drive at West Avenue (northbound)

Traffic Signal Light:

- 1) Adams Street & Kenyon/Allen Streets
- 

**Thank for service/ accept resignation / or do not wish to be considered for renewal -**

⇒ Mayor Blackman moved, Trustee \_\_\_\_\_ seconded, carried  /  to thank for service, accept resignation, or do not wish to be considered for renewal: Kent Blair of Planning Board & as Emergency Operating Plan Public Information Officer, Francisco Borraro of ZBA, Gordon Fox of Code Review Committee, Sue Savard and Deborah Foss-Tally of Emily L. Knapp Museum & Library of Local History Committee.

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**APPOINTMENTS AND RE-APPOINTMENTS -**

Mayor Blackman announced Trustee Andrews will continue as Deputy Mayor.

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⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried  /  that the following appointments be made:

**Official Newspaper..... Suburban News**

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⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried  /  that the following

designation of banks or trust companies be made for the deposit of all Village monies:

**Official Depositories**..... Chase, First Niagara, M&T

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried   /   that the following appointment be made:

**External Auditor**.....1-year term renewal to 6/30/15..... Raymond F. Wager, CPA, P.C.

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried   /   that the following appointment be made:

**Village Attorney**.....1-year term to 6/30/15.....Daniel J. Mastrella, Esq.

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried   /   that the following appointment be made:

**Village Engineer**.....1-year term renewal to 6/30/15.....Chatfield Engineers, PC

Previously given 2-year renewal to 6/30/15

**Village Clerk**.....2-year term renewal to 6/30/15.....Leslie Ann Morelli

**Village Treasurer**.....2-year term renewal to 6/30/15.....Daniel P. Hendricks

**Deputy Village Clerk**.....2-year term renewal to 6/30/15.....Deborah Herzog

**Deputy Village Clerk-Treasurer**.....2-year term renewal to 6/30/15.....Erica L. Linden

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried   /   that the following appointment be made:

**Village Historian**.....1-year term renewal to 6/30/15..... Jacqueline Morris

⇒Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried   /   that the following appointments be made:

**Volunteer Videographer (for Village Board meetings)**.....1-year term to 6/30/15...Pamela Ketchum

⇒Mayor Blackman moved, Trustee \_\_\_\_\_ seconded, carried   /   that the following appointments be made:

**Emergency Coordinator (re EOP)**...1-year term to 6/30/15.....Laurence C. Vaughan

⇒Trustee Hannan moved, Trustee Andrews seconded, carried   5/0   that the following appointments be made:

**Planning Board**.....5-year term to 6/30/19 reappoint.....Charles Switzer

**Planning Board**.....to complete a term to 6/30/15 appoint.....Patricia Baker

**Zoning Board of Appeals**.....5-year term to 6/30/19 appoint.....Sal Sciremammano

**Historic Preservation Board**.....3-year term to 6/30/17 reappoint.....William Andrews

**Historic Preservation Board**.....3-year term to 6/30/17 reappoint.....Pamela Ketchum

**Tree Board**.....4-year term to 6/30/18 reappoint.....Jacqueline Morris

**Ethics Board**.....4-year term to 6/30/18 reappoint.....Bernard LoBracco

**Code Review Committee**.....5-year term to 6/30/19 reappoint.....Arthur Appleby

**Parks Committee**.....4-year term to 6/30/18 reappoint.....Sandi Henschel

**Parks Committee**.....4-year term to 6/30/18 reappoint.....Kristin Stiles

**Vacancies exist as follows:**

- Public Information Officer re EOP – 1-year term to 6/30/15
- Housing Task Force – 6 citizens
- Code Review Committee – 5-year term to 6/30/19
- Parks Committee – to complete a term to 6/30/15
- Parks Committee – to complete a term to 6/30/17

**ADOPT MEETING SCHEDULE -**

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_/\_ that the following schedule be adopted:

**DRAFT**

**Village of Brockport Meetings**  
**August 2014 – August 2015**

**Village Board Meetings**

Meetings begin at 7pm and are held at Village Hall

**1<sup>st</sup> & 3<sup>rd</sup> Monday** of each month as follows:

<b><u>...2014 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>	<b><u>2015 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>
August 4	July 30	January 5	December 30
August 18	August 13	January 19 – NONE	-
September 1 – NONE	-	February 2	January 28
September 15	September 10	February 16 – NONE	-
October 6	September 24	March 2	February 25
October 20	October 15	March 16	March 11
November 3	October 29	April 6 (w/ budget hearing)	April 1
November 17	November 12	April 20	April 15
December 1	November 25	May 4	April 29
December 15	December 10	May 18	May 13
		June 1	May 27
		June 15 – NONE	-
		July 6	July 1
		July 20 (w/ organizational)	July 15
		August 3	July 29
		August 17	August 12

Plus the following work sessions the **4<sup>th</sup> Monday** as follows:

<b><u>...2014 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>	<b><u>2015 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>
July 28	July 23	January 26	January 21
August 25	August 20	February 23	February 18
September 22	September 17	March 23	March 18
October 27	October 22	April 27	April 22
November 24	November 19	May 25 – NONE	-
December 22 – NONE	-	June 22	June 17
		July 27	July 22
		August 24	August 19

**Planning Board Meetings**

Meetings begin at 7pm and are held at Village Hall

**2<sup>nd</sup> Monday** of each month (only upon application)

<b><u>...2014 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>	<b><u>2015 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>
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August 11  
September 8  
October 13 – NONE  
November 10  
December 8

July 28  
August 25  
-  
October 27  
November 24

January 12  
February 9  
March 9  
April 13  
May 11  
June 8  
July 13  
August 10

December 29  
January 26  
February 23  
March 30  
April 27  
May 26  
June 29  
July 27

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### **Zoning Board of Appeals Meetings**

Meetings begin at 7pm and are held at Village Hall

1<sup>st</sup> Thursday of each month (only upon application)

<b><u>...2014 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>	<b><u>2015 MEETING</u></b>	<b><u>NOON SUBMITTAL DEADLINE</u></b>
August 7	July 15	January 1 – NONE	-
September 4	August 12	February 5	January 13
October 2	September 9	March 5	February 10
November 6	October 14	April 2 – NONE	-
December 4	November 12	May 7	April 14
		June 4	May 12
		July 2 – NONE	-
		August 6	July 14

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### **Historic Preservation Board Meetings**

Meetings begin at 7:15pm and are held at Village Hall

3<sup>rd</sup> Thursday of each month (as needed)

<b><u>...2014 MEETING</u></b>	<b><u>2015 MEETING</u></b>
August 21	January 15
September 18	February 19
October 16	March 19
November 20	April 16
December 18	May 21
	June 18
	July 16
	August 20

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### **Other Boards and Committees:** Meeting schedules vary

Tree Board, Ethics Board, Code Review Committee, Committee, Welcome Center Management Committee, Walk Bike Brockport Action Group, Emily L. Knapp Museum & Library of Local History Committee, Ethics Board – meet at Village Hall  
Seymour Library Board – meets at Seymour Library

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### **UPSTATE NEW YORK MUNICIPAL WORKERS' COMPENSATION PROGRAM**

#### **REPRESENTATIVES:**

⇒ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried /\_/\_ designating representatives to the Upstate New York Municipal Workers' Compensation Program:

BE IT RESOLVED that the Trustees of the Village of Brockport hereby designates the Village of Brockport's Mayor or her appointee as the Village of Brockport's member on the Board of Directors of the program;

The appointees shall be as follows:

Treasurer as Director (Daniel P. Hendricks)  
[dhendricks@brockportny.org](mailto:dhendricks@brockportny.org) 585-637-5300 X15  
DPW Spt as Alternate Director (Harry G. Donahue)  
[hdonahue@brockportny.org](mailto:hdonahue@brockportny.org) 585-637-1060

Village Clerk as Facilitator (Leslie Ann Morelli)  
[lmorelli@brockportny.org](mailto:lmorelli@brockportny.org) 585-637-5300 X12

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**VILLAGE BOARD LIAISONS to departments / areas / boards / committees –**

**For 7/28 VB**

The one from 8/5/13 is as follows:

**VILLAGE OF BROCKPORT  
VILLAGE BOARD LIAISONS  
TO DEPARTMENTS / AREAS / BOARDS / COMMITTEES / OUTSIDE ENTITIES**

**JULY 2013 – JULY 2014**

**Adopted 8/5/13**

Mayor Blackman, Trustee/Deputy Mayor Andrews, Trustees Ciciotti, Hannan, La Pierre

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Personnel / Human Resources	Blackman
Budget & Finance	Blackman
Town/Gown Relations (SUNY College at Brockport)	Blackman
Intergovernmental Relations (Towns of Sweden & Clarkson)	Blackman & Andrews
Police Department	Hannan & La Pierre
Building / Zoning / Code Enforcement Planning Board Zoning Board of Appeals Code Review Committee	Ciciotti & Hannan
Department of Public Works Parks Committee	Ciciotti & La Pierre
History Historic Preservation Board Emily L. Knapp Museum & Library of Local History Brockport Community Museum	Andrews Hannan Andrews
Economic Development Farmers Market Welcome Center Management Committee BMA (Brockport Merchants Association) GBCoC (Greater Brockport Chamber of Commerce) GBDC (Greater Brockport Development Corporation) BISCO (Brockport Integrated Service & Community Org)	La Pierre Andrews Hannan La Pierre Andrews Ciciotti

Seymour Library Board	Andrews
Tree Board	Blackman
Walk Bike Brockport Action Group	Andrews

**FEE SCHEDULE -**

For 7/28 VB

Note: need to delete background checks under Police Department per 8/19/13 meeting.

The one from 7/15/13 is as follows:

**VILLAGE OF BROCKPORT  
FEE SCHEDULE  
AMENDED 7/15/13**

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

**VILLAGE BOARD FEES**

- Rezoning application.....500.00
- Blasting permit.....\$200.00

**ZONING BOARD OF APPEALS FEES**

- Area Variance.....\$200.00
- Use Variance.....\$300.00
- Interpretation.....\$150.00
- Home Occupations.....\$25.00
- Travel trailer / dumpster approval.....\$25.00
- Other (special permit or authorization required by code).....\$150.00

**PLANNING BOARD FEES**

- Commercial / Industrial Change of use.....\$45.00
- Residential Change of use.....\$35.00
- Site plan (new construction) (less than 5 acres).....\$300.00  
includes stormwater pollution prevention plan review
- Site plan (new construction) (greater than 5 acres) .....\$600.00  
includes stormwater pollution prevention plan review
- Site plan (other).....\$250.00  
includes stormwater pollution prevention plan review
- Residential subdivisions (less than 5 acres) .....\$200.00 plus \$50 per lot  
includes stormwater pollution prevention plan review
- Residential subdivisions (greater than 5 acres).....\$600.00 plus \$50 per lot  
includes stormwater pollution prevention plan review
- Re-subdivision.....\$50.00

- Residential Fences (front yard).....\$25.00
- Commercial / Industrial Fences (includes dumpster enclosures).....\$50.00
- Residential / Commercial / Industrial parking lots.....\$50.00  
includes stormwater pollution prevention plan review
- Changes to or alteration of or extension of previous approvals.....\$50.00
- Special Meeting at request of applicant.....\$50.00 in addition to application base fee
- Public Hearing if Board deems necessary.....\$100.00 in addition to application base fee

**ENGINEERING INSPECTIONS & STORMWATER INSPECTIONS**

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

**MISCELLANEOUS**

- Tax Search.....\$20.00
- Copies.....\$.25 per page
- Returned Check Charge.....\$20.00
- Zoning Map (color).....\$5.00
- Sign Permit.....\$30.00 per sign
- Sidewalk Café Permit.....\$200.00
  - \$150 of the \$200 is returnable at the end of season if no violations.
- Hawking & Peddling Permit
  - 1 to 7 days.....\$100.00
  - 6 months or less.....\$250.00
  - 1 year.....\$500.00
- Parade / Procession Permit .....no charge
- Fireworks Permit.....no charge
- Appliance with Freon.....\$25.00
- Garbage and Trash Pick-Up cost to Village plus \$50.00 for first calendar year (CY) offense, cost plus \$100 for second CY offense, cost plus \$250 for third CY offense.
- Garbage Cans Pick-Up.....\$25.00 per can
- Lawn Mowing.....\$150 per hour (1 hour minimum) per man plus equipment  
- plus \$50.00 for first calendar year (CY) offense, plus \$100 for second CY offense, plus \$250 for third CY offense.
- Weekly Commercial Waste Hauler Permit.....\$1,500.00 (annually)
- Other Commercial Waste Hauler Permit.....\$500.00 (annually)
- Facilities Use Permit .....\$25.00 deposit
- Electrical Inspection Agency Permit.....\$150.00 (annually)
- Demolition permit – Residential structures.....\$30.00
- Demolition permit - Commercial structures.....\$50.00
- Demolition permit – Industrial structures.....\$100.00

**CANAL FRONT AMMENITIES**

- Boats 16' or less.....\$4.00
- Boats 17' – 30'.....\$6.00
- Boats 31' – 40'.....\$12.00
- Boats 40'.....\$15.00
- Commercial Boats.....\$20.00

**POLICE DEPARTMENT FEES**

- Copy of Police Report.....no charge

- Fingerprinting (NON-Village resident/merchant).....\$15.00
  - Record Check.....\$5.00
- Pay at Village Hall for fingerprinting or Brockport record check then go to Police Department.
- Parking
    - Illegally Parked.....\$30.00
    - Winter Parking Ordinance.....\$40.00
    - Fire Lane / Hydrant.....\$50.00
    - Handicapped Parking.....\$60.00\*
- Fines doubled if not paid or contested within 10 days.  
 Fines tripled if not paid or contested within 30 days.  
 \*Applicable NYS surcharges may be applied by the adjudicating agency.

**BUILDING / FIRE APPLICATION FEES**

**RESIDENTIAL NEW HOME CONSTRUCTION – includes Certificate of Occupancy inspection fee:**

- 800 – 1,100 square feet.....\$400
- 1,101 – 1,300 square feet.....\$550
- 1,301 – 1,500 square feet.....\$650
- 1,501 – 1,700 square feet.....\$700
- 1,701 – 2,000 square feet.....\$750
- 2,001 – 3,000 square feet.....\$800
- 3,001 – 5,000 square feet.....\$850
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$100.00 each item

**RESIDENTIAL NEW CONSTRUCTION – (additions, remodeling) - includes Certificate of Occupancy inspection fee:**

- Value of construction from \$0 - \$500.....\$65
- Value of construction from \$500 - \$10,000.....\$85
- Value of construction from \$10,000 - \$50,000.....\$105
- Value of construction from \$50,000 - \$100,000.....\$125
- Value of construction from \$100,000 - \$150,000.....\$145
- Value of construction from \$150,000 and up.....\$175  
 plus \$10.00 for each \$10,000 of construction value
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$100.00 each item

**COMMERCIAL NEW CONSTRUCTION – (additions, remodeling) – includes Certificate of Occupancy Inspection fee:**

- Value of construction from \$0 - \$500.....\$100
- Value of construction from \$500 - \$10,000.....\$120
- Value of construction from \$10,000 - \$50,000.....\$140
- Value of construction from \$50,000 - \$100,000.....\$160
- Value of construction from \$100,000 - \$150,000.....\$180
- Value of construction from \$150,000 and up.....\$200  
 plus \$10 for each \$10,000 of construction value
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$100.00 each item

**RESIDENTIAL ACCESSORY STRUCTURES – includes Certificate of Compliance inspection fee:**

- Decks.....\$35
- Above ground pools.....\$50
- In ground pools.....\$100
- Sheds (144+sf).....\$30
- Gas appliances i.e. hot water heater, furnace.....\$20
- Gas appliances..... i.e. fireplace, gas log sets, fixed piped home generators.....\$20.00
- Temporary Construction Trailer.....\$50.00
- Inspection deficiency – 3 or more non life-safety items.....\$25.00 each item
- Inspection deficiency – any life-safety items.....\$50.00 each item

**RENTAL PROPERTY CERTIFICATE OF OCCUPANCY / OPERATIONAL PERMITS**

- Residential rental registration.....\$50 per property per calendar year
- Single family rental Code 210.....\$50
- Two family rental Code 220.....\$100
- Three family rental Code 230.....\$150
- Townhouses Code 411.....\$20.00 per unit
- Apartment building Code 411.....\$150.00 per building
- Inn / rooming house Code 418.....\$100.00
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$10.00 each item
- Re-inspections for non-compliant results after 30 days will double the C of O fee

**OPERATIONAL FIRE-SAFETY PERMITS & INSPECTION FEES**

- Educational.....\$100.00 (annually)
- Place of Public Assembly 100 persons or greater .....\$100.00 (annually)
- Assembly uses 50 – 100 persons.....\$50.00 (annually)
- Manufacturing.....\$100.00(annually and/or as local conditions require)
- Fairs/festivals.....\$200.00 (annually)
  
- Repair/service garages.....\$100.00 (3 year intervals)
- Mercantile over 5000sqft.....\$100.00 (3 year intervals)
- Business use over 5000sqft.....\$100.00 (3 year intervals)
- Food service establishments.....\$35.00 (yearly and/or as local conditions require)
- Other.....\$100.00 (yearly and/or as local conditions require)
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$100.00 each item
- Re-inspections for non-compliant results after 30 days will double Operating Permit fee

**PLUMBING & SEWER FEES**

- Plumbing License.....\$25.00
- Plumbing Permit.....\$40.00 plus \$4.00 per fixture
- Sewer Tap Inspection (Monroe County Pure Waters).....\$250.00 plus
  - If Village installed.....\$300.00
  - If contractor installed.....\$125.00
- Sewer Rental Fee:
  - In District Sewer Users.....\$1.16/1,000 gallons water used
  - Out of District Sewer Users .....\$1.66/1,000 gallons water used

**WATER:**  
**Water Rate Schedule**

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

**QUARTERLY METERED SERVICE WITHIN THE VILLAGE OF BROCKPORT:**

All Water Usage	\$ 4.66 per M gallons
Minimum Billing	\$20.00 per quarter

**QUARTERLY METERED SERVICE OUTSIDE THE VILLAGE OF BROCKPORT:**

All Water Usage	\$ 5.99 per M gallons
Minimum Billing	\$25.00 per quarter

**MONTHLY METERED SERVICE WITHIN THE VILLAGE OF BROCKPORT:**

All Water Usage	\$ 4.66 per M gallons
Minimum Billing	\$20.00 per month

**MONTHLY METERED SERVICE OUTSIDE THE VILLAGE OF BROCKPORT:**

All Water Usage	\$ 5.99 per M gallons
Minimum Billing	\$25.00 per month

**UN-METERED WATER:**

The rate for un-metered water sales shall be \$6.00 per thousand gallons

**TERMS AND PAYMENT:**

All bills and charges of the Water Commissioners are payable net cash within thirty (30) days. A delinquent charge of 10% will be added to the bill for non-payment by the due date.

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 Frozen meter fee \$100 plus equipment and labor  
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**SERVICE CONNECTIONS:**

The fees charged upon application for water service tap (including meter) to the Commissioner's are as follows:

SIZE OF SERVICE	Fee Charge
¾" and 1" with 5/8" or ¾" meter and under.....	\$1,000.00
¾" and 1" with 1" meter.....	\$1,880.00
1 ½" meter and above.....	to be charged a fee equal to the time and materials used to render the service plus 10%

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

Where a tap already exists, or is being installed under a Main Extension, the fees charged are as follows:

SIZE OF SERVICE	Fee Charge
¾" and under .....	\$250.00
1".....	\$300.00
1 ½" meter and above.....	to be charged a fee equal to the time and materials used to render the service plus 10%

In addition to the fee charges set forth above for the service taps and water installation, there will be an additional charge if, upon installation, the Water Department has to supply any other necessary parts in order to effect the installation.

#### SERVICE DISCONTINUANCE

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

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

The rate for unmetered water sales shall be \$6.00 per thousand gallons.

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#### **SELECTION PROCESS OF MEMBERS TO BOARDS & COMMITTEES**

For 7/28 VB

Note: need to modify page that lists Emily L. Knapp Museum & Library of Local History Committee & add Housing Task Force to that page under Task Forces.

The one from 7/15/13 is as follows:

**Village of Brockport  
Selection Process of Members to Boards and Committees  
Amended 7/15/13**

*The Village of Brockport has a strong tradition of volunteerism. Residents are encouraged to serve on citizen boards and committees dealing with day-to-day issues. Their participation in Village government-- in the decision-making process—fulfills a public service role that enhances the quality of life in the Village and the surrounding communities.*

#### **BOARDS AND COMMITTEES**

The members of our boards by statute, standing boards/committees, task force committee(s), and open roster committees act in an advisory capacity to the Village Board when creating ordinances, policies and procedures, and some act independently to relieve the Village Board of various administrative functions. When applicable, the Village Law takes precedence over this Village Board resolution. The purpose of this resolution is to clarify the selection process and identify those boards/committees that are bound by its usage.

The Brockport Village Board of Trustees (BOT) shall conform to the rules governing protocol and procedures pursuant to Village Law of the State of New York, Article 3, Officers and Elections, and Article 4, Powers, Duties, and Compensation of officers in appointments of citizens to boards/committees.

#### **DEFINITIONS**

“Advisor” means a non-paid member of a board/committee who has no voting power and may or may not be a resident of the Village of Brockport.

“Appointment” means the Mayor submits an individual’s name to fill a vacancy on a

board/committee to the Village Board for their action of approval or denial. Only in the case of the Board of Ethics membership, one or more of the Board of Trustees shall submit a candidate's name for the BOT's consideration.

"Board/Committee" means Boards/Committees by Statute, Standing, Task Force, Open Roster, and any other boards/committees, subcommittee(s) or similar entity established or adopted by the Village Board, that may or may not have stipulated terms.

"Board of Trustees" (BOT) means the Village of Brockport's Mayor and Village Board members who are elected.

"Boards by State Statute/Village Law mean that the boards and committees such as the Planning Board and the Zoning Board of Appeals (ZBA) have been granted the power to act independently of the Village Board in most instances, but on occasion serve in an advisory capacity to it. Members receive some compensation for their attendance/services.

"Committee Chair" means the chair/leader of a By-Statute, Standing, Task Force, Open Roster, Board or Committee.

"Mayor" means the Chief Executive Officer of the Village of Brockport who shall put forward the name(s) of citizen volunteers to fill vacancies and unexpired terms on boards/committees. The Board of Trustees shall approve or disapprove these potential candidates at a regular scheduled open meeting.

"Member" means a duly appointed person of a board or committee, including the Chair.

"Open Roster Committee" means that membership, residence, and terms may vary.

"Standing Board/Committee" means that members to said standing boards/ committees have a term of office, a stipulated number of years, and are residents of the Village of Brockport.

"Task Force Committee" means a committee formed—appointees brought forth by the Mayor and approved by the Village Board—with a stipulated number of Village members, who are charged with specific duties. When the committee has completed its work and submitted its final report, it dissolves automatically, unless otherwise directed by the Village Board.

"Term" means a stipulated duration of an appointment to a particular office, board, or committee.

### **APPLICATION PROCESS**

1. The Village Clerk shall advertise the vacancies on the By Statute, Standing, Task Force, and Open Roster (if applicable) Boards or Committees in the newspaper designated by the Village as the official newspaper and on the Village of Brockport website.
2. An applicant position interest form and a board/committee description sheet shall be available in the Village Hall office and on the Village of Brockport website, <http://www.brockportny.org>.
3. Information shall be available regarding the specific committee/board that has a vacancy (Chair's name/contact number), web information, etc.
4. A citizen who expresses an interest in serving on a board/committee shall be made aware of the meeting schedule and essentials before applying.
5. Applicants shall be encouraged to attend a board/committee meeting as a way to familiarize themselves with member responsibilities and if their interests and skills are well suited to serve.

6. Applications shall be completed and submitted to the Village Clerk no later than the advertised filing date.
7. Upon receipt of an application, the Village Clerk shall retain the original and distribute a copy of each application to the Board of Trustees.
8. All applications shall remain on file for a period of six months from the date received. Applicants who are still available may be considered should vacancies for a particular board/committee occur during that time.

### **SELECTION PROCESS**

1. The Mayor shall put forth the name of citizen volunteer(s) to fill vacancies and unexpired terms on boards/committees prior the vote on the candidate(s) membership to said board/committee at a Village Board meeting. Exception: membership selection for the Ethics Committee is made by the Board of Trustees.
2. The Mayor can ask for input from Village Board members and/or committee/board chairs prior his decision to put a name forth, especially if the candidate is unknown. If still unknown or if there is more than one candidate, the Village Clerk shall set up an appointment for the applicant(s) with the chair of said board/committee for an informational meeting to discuss membership responsibilities and requirements. Their comments/recommendations shall be forwarded to the Mayor.
3. If a candidate's name is submitted by the Mayor to the Village Board for approval, the number of years of the unexpired term or vacancy shall be served by the new member. If there is more than one vacancy, the Mayor submits the candidates' names to be approved by the Village Board. Once approved, the chair of said board/committee shall determine the entry year for each new board/committee member based on his/her merits (the more expertise, the longer the term, etc.). Those boards/committees that do not have set terms need not comply.
4. Following the approval for membership to a board or committee by the Board of Trustees, the Mayor shall notify the candidate(s) in writing of the decision. The correspondence shall include dates of term, oath of office information, a current membership list of said board/committee, and a copy of the Village's code of ethics.
5. If a candidate is not approved for membership to a board/committee by the Board of Trustees, the Mayor shall send a letter of regret. That candidate's position interest form shall be kept on file for 6 months. The application/selection process would begin anew.
6. When setting up a Task Force (see Definitions), The Board of Trustees shall establish the general parameters of said Task Force. The mission, responsibilities, format, description of project, and the number participants/stakeholders, etc. shall be discussed and determined by the BOT prior to advertising for volunteers to serve on said Task Force. There is no specific term for members. The Mayor shall submit names for the BOT's approval.

### **REQUIREMENTS FOR MEMBERSHIP**

1. In the case the appointee has not filled out an interest form, he/she should do so to be on file with the Village Clerk.
2. Appointees on all boards/committees shall reside within the Village of Brockport unless otherwise noted (see Definitions, Page 1). Non-residents shall serve as advisors without voting rights.

3. Board/committee members shall agree to comply with all Village laws, regulations, voting rights, including ethics requirements and any conflicts of interest statutes.
4. Each member is expected to contribute to the board or committee he/she serves on the basis of individual expertise and good judgment.
5. The appointee shall be familiar with the responsibilities, meeting schedule, essentials of said position on specific Board/Committee, and meet with chair prior attending formal meeting for pertinent information, including this resolution and the Village's ethics code.
6. A member's request for a leave of absence must be discussed with the chair for approval or denial of said board/committee prior to departure (length of leave, reason, etc.).
7. If a member is absent without cause for three consecutive regular or special meetings without communication and/or prior authorization, the chairperson of a board/committee shall inquire as to the member's intent to serve. If a member chooses no longer to serve, he/she shall send a letter to inform the Village Clerk, who will forward it to the Village Board for action. If unexcused absences continue without communication to said board/committee chair, the board/committee chair may notify the Mayor as to the member's lack of attendance. If further action is warranted, the Mayor may recommend to the Board of Trustees to terminate membership. A written notice from the Mayor will constitute authorization for this purpose. The Mayor shall appoint another member to the vacancy. Note: Individual boards or committees may determine the procedure of keeping an attendance record.
8. The Village Clerk shall send a communication annually (April) to board and committee members whose terms are to expire at the end of the fiscal year and inquires if the member wishes to be considered for re-appointment by the Board of Trustees. If not, the Board of Trustees shall accept a letter of resignation.
9. Resignations of board/committee members shall be distributed by Village Clerk to the Mayor and the Village Board for acceptance.

### **TERMS OF OFFICE**

1. Under Village Law 3-308, Separate boards of commissioners, any board established shall be composed of not less than three (3) members...and no term shall exceed five (5) years.
2. The length of terms of office shall be determined by NYS statute and the Village Board of Trustees, and be applicable to the Boards by Statute, and Standing Boards/Committees. The terms (e.g. 5-year term has been established) shall be staggered, and the initial terms of said members shall be as follows:
  - One member for a one-year term
  - One member for a two-year term
  - One member for a three-year term
  - One member for a four-year term
  - One member for a five-year term
3. Vacancies shall be filled by the Mayor for the remainder of the unexpired term of the vacant board/committee position.

**OATH OF OFFICE**

The members of the Planning Board, Zoning Board of Appeals, and Standing Boards/Committees (those that have terms assigned) shall be sworn in by the Village Clerk within 30 days of the appointment/re-appointment prior to serving. The Village Clerk shall communicate with new member(s) to set up a mutually agreeable time for them to take the oath of office.

**EFFECT**

The Village of Brockport Boards by Statute and Standing Boards/Committees shall abide by this resolution in whole. All committee applicants need Village Board approval and shall receive orientation from the specific board/committee chairs regarding the committee’s purpose, member responsibilities, and a copy of this resolution, and the Village’s ethics code.

**VILLAGE OF BROCKPORT BOARDS AND COMMITTEES**

Types

- Boards by Statute
- Standing Board/Committee
- Task Force Committee
- Open Roster Committee

<u>Name</u>	<u>Terms</u>	<u>Members</u>
<u>Boards by Statute (State &amp; Village law)</u>		
Planning Board	5-year	5
Zoning Board of Appeals	5-year	5
<u>Standing Boards/Committees</u>		
Code Review Committee	5-year	7 + BZ officer
Emily Knapp Museum &	None set	unlimited
Library of Local History Committee		
Board of Ethics	4-year	4 + Village Attorney
Historic Preservation Board	3-year	9
Parks Committee	4-year	9
Seymour Library Board	5-year (limit 2 terms)	3
Tree Board	4-year	9 & advisor (s)
<u>Task Force Committee (s)</u>		
<u>Open Roster Boards/Committees</u>		
Walk! Bike! Brockport Action Group	None	Unlimited
Welcome Center/Canalfront Management Cmte	None	6
Welcome Center Canalfront Greeters	None	Unlimited

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**EMERGENCY OPERATING PLAN –**

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried / to confirm (on file) and recently reviewed 6/23/14.

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**VILLAGE VEHICLE USAGE POLICY –**

→ Trustee \_\_\_\_\_ moved, Trustee Andrews seconded, carried / to confirm as follows:

**Village of Brockport  
Vehicle Usage Policy**

**Policy Statement** – The village board may assign a village vehicle to a village official or employee (whether on a case-by-case or continual basis). The village owns and maintains such vehicles, including related equipment, explicitly to conduct official village business. Personal use and the use of vehicles, including related equipment, for the private gain of any official or employee, including related equipment, except for commuting and de minimus personal use, is prohibited.

**General Standards** – Compliance with this policy requires observance of the following standards.

- The village board shall authorize (whether on a case-by-case or continual basis) the purpose(s) for which a village vehicle may be used.
- A formal written request for any use outside the scope of normal daily use must be made 2 weeks prior to its use.
- A department head to which the village board has assigned a vehicle, including any related equipment, shall maintain the general administrative jurisdiction of said vehicle, including directing its use by a subordinate.
- A department head shall maintain under his control and jurisdiction all keys to a vehicle assigned to his department when such vehicle is not in use.
- A village official or employee shall not use a village vehicle for an unauthorized purpose.
- A village official or employee cited for a parking violation, moving violation, or any other driving infraction or offense while using a municipal vehicle shall notify his supervisor as soon as practicable and within 24 hours of such citation.
- A village official or employee operating a village vehicle shall be personally liable for fines resultant from conviction of a parking violation, moving violation, or any other driving infraction or offense committed while using a village vehicle.
- A village official or employee involved in a motor vehicle accident while using a municipal vehicle shall notify his supervisor as soon as practicable and within 24 hours of such accident; the applicable department head shall notify the mayor and file an accident report in the village clerk's office as soon as practicable and within 48 hours of such accident.
- A village official or employee shall not transport in a village vehicle persons who are not village officials or employees (exception: department supervisors issued take home vehicles may transport family members while maintaining 24/7 availability to their respective department in a non-emergency mode), or material or persons unrelated to the conduct of village business. For the purpose of this policy, persons affected by emergency situations to which village emergency responders have responded are related to the conduct of village business.
- A village official or employee to whom a village vehicle is assigned shall not allow their spouse or another to drive said vehicle.
- A village official or employee to whom a village vehicle, excluding a police vehicle, is assigned shall lock the same when not in use.
- A village official or employee shall notify the appropriate department head of any malfunction

- of a village vehicle while it is assigned to him.
- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on village vehicles at any time, except those of a limited community service nature that have been authorized by the village board.
- Village vehicles, except unmarked police vehicles, shall be clearly marked with identification as approved by the village board.
- Smoking and the use of smokeless tobacco in village vehicles are prohibited.

**Standards for Use of Police Vehicles** – The standards described by Brockport Police Department General Order 325 apply to the use of police vehicles in addition to the foregoing “General Standards.”

**Taxable Fringe Benefit** – Employees authorized to use a village vehicle on a 24-hour-per-day, seven-day-per-week basis may be subject to imputed income tax regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The village will use IRS Publication 15-B “Employers Tax Guide to Fringe Benefits,” Section 3, Fringe Benefit Valuation Rules, Commuting Rule in determining any tax liability and automatically update changes to the rate as made by the IRS. The rule establishes a \$1.50 per one-way commute value as the non-cash taxable fringe value. This value will be includable in the employee’s gross income and is subject to all federal withholding taxes. Employees who are assigned marked police, unmarked police vehicles or specialized vehicles carrying tools and meeting certain other eligibility criteria established by the IRS will not be subject to the commuting valuation rule.

**VILLAGE MEDIA RESPONSE AND SUBMISSION POLICY –**

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried 5/0 to confirm as follows:

**Village of Brockport Media Response and Submission Policy**

**Policy Statement** - The village board acts to ensure coordinated, coherent, professional, accurate, and reliable communication between the Village of Brockport and all media outlets. This policy is intended to sustain and reinforce a positive public image of the village by effectively disseminating timely, relevant, and interesting information.

**General Standards** – For the purpose of this policy, “statement” means spoken communication; “submission” means printed or electronic communication. Compliance with this policy requires observance of the following standards.

- § 1. Members of the village board are the official spokespersons of the village. Other village officials and employees shall not make official statements, whether unsolicited or in response to a media inquiry, except when authorized by the mayor or the village board, or to affirm or clarify facts that are part of the public record.
- § 2. Only official spokespersons shall respond to media inquiries.
- § 3. Official statements to the media, whether unsolicited or in response to an inquiry, shall accurately reflect the village’s position as described by official documents such as, but not limited to formal plans, adopted policies, and approved meeting minutes.

- § 4. A village official or employee who wishes to make a personal statement regarding any village-related topic must clearly inform the media that he is making such statement as an individual, that his/her statement does not necessarily represent the position of the village, and that they are not authorized to speak for, or on behalf of the village at the time of the statement.
- § 5. Any direct quotation of a village official or employee in a statement or submission to the media must be verified by official record or acknowledged as accurate by the party quoted prior to issuance of such statement or submission.
- § 6. Communications regarding police department incidents issued by the police chief or his designee, editorials, legal notices, and advertisements are not subject to § 1.-5. of this policy.

**VILLAGE BOARD MEETING PROCEDURES POLICY –**

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_/\_ to confirm as follows:

**VILLAGE OF BROCKPORT  
VILLAGE BOARD  
MEETING PROCEDURES**

**INTENT:** Every public body has an inherent right to regulate its own procedures. Legislative bodies need rules so that the will of the majority is expressed and the rights of the minority are protected.

**Section 1. MEETINGS:** The Board of Trustees for the Village of Brockport, New York shall hold regular meetings on the first and third Mondays of each month per the adopted schedule. Such meetings shall commence at 7:00pm and be conducted in the conference room of the Village Hall at 49 State Street, Brockport, New York. Any deviation of the foregoing paragraph shall be determined by the Board of Trustees.

The Village Clerk or a Deputy Clerk shall attend every regular meeting. The Village Attorney, Treasurer, and Department Heads shall attend the second regular meeting of the month (the third Monday).

**Section 2. SPECIAL MEETINGS:** The Board of Trustees for the Village of Brockport, New York shall hold work sessions on the fourth Monday of each month per the adopted schedule.

Special meetings of the Board of Trustees are all those Board meetings other than regular meetings. A special meeting may be called by any member of said Board upon notice to the entire board and Village Clerk. Notice shall be given by telephone, in person, or in writing.

**Section 3. QUORUM:** A quorum shall be required to conduct business. A quorum of the (5) five member Board of Trustees shall be (3) three. In the absence of a quorum, a lesser number may adjourn and compel the attendance of absent members.

**Section 4. EXECUTIVE SESSIONS:** Executive sessions shall be held in accordance with the New York State Public Officers Law Section 105. All executive sessions shall be commenced in a public meeting.

**Section 5. AGENDAS:** The agenda shall be prepared by the Clerk at the direction of the Mayor. The Mayor or any Trustee may have an item placed on the agenda. Items for the agenda shall be given to the Clerk by noon the Wednesday preceding the Monday meeting. However, items may be placed on the agenda at any time, including during the meeting. The agenda shall be prepared by end of day

Friday prior to the Monday meeting. If necessary, a supplemental agenda shall be distributed at the beginning of the meeting.

**Section 6. VOTING:** Pursuant to Village Law, each member of the Board shall have one vote. The Mayor may vote on any matter but must vote in case of a tie. A majority of the totally authorized voting power is necessary to pass a matter unless otherwise specified by State Law.

An abstention, silence or absence shall be considered a negative vote for the purpose of determining the final vote on a matter. A vote upon any question shall be taken verbally, and the names of the members present and their votes shall be entered in the minutes.

Once the Board has voted on a matter, the matter is closed and no member of the Board including the presiding officer may speak or comment on the matter.

When the presiding officer is out of order, he/she may be called out of order by any member of the Board.

**Section 7. MINUTES:** Minutes shall be taken by the Clerk. Minutes shall consist of a record or summary of all motions, proposals, resolution and any other matter formally voted upon and the vote thereon. Minutes shall be taken at executive session of any action that is taken by formal vote which shall consist of a record or summary of the final determination of such action, and the date and vote thereon, provided, however, that such summary need not include any matter which is not required to be made public by the New York State Freedom of Information Law. (See attachment)

**MINUTES SHALL INCLUDE THE FOLLOWING:**

- Name of the Board
- Date, place and time of the meeting
- Notation of presence or absence of Board members and time of arrival or departure if different from time of call to order and adjournment.
- Name and title of other Village officials and employees present.
- Names of attendees.
- Record of communications presented to the Board.
- Record of reports made by Board or other personnel.
- Time of adjournment.
- Signature of Clerk or person who took the minutes if not the Clerk.
- Minutes are not required to be a verbatim account of the meeting.
- The State's Open Meetings Law requires minutes to include an accurate and complete record or summary of all:
  - Motions
  - Proposals
  - Resolutions
  - Any other matter formally voted upon by the board as well as the actual vote of each member of the public body.

Minutes shall contain only a summary of the discussion leading to action taken but shall not include verbatim comments. Officials desiring that a verbatim statement be included must provide such statement electronically to the Village Clerk the day following the meeting.

Minutes shall be typed and available to the Village Board within 2 weeks as per law. Minutes shall be approved at the next Board meeting. Amendments to the minutes shall require Board approval.

**Section 8. ORDER OF BUSINESS:**

Call to order / Pledge to the Flag

Moment of Silence  
Guests  
Public comment  
Public hearings  
Public information meetings  
Certificates & proclamations  
Approval of minutes  
Approval of bills to be paid  
Clerk & Treasurer Reports  
Department Reports  
Personnel Items  
Old business  
New business  
Village Board reports  
Executive Session (if needed)  
Adjournment

**Section 9. GENERAL RULES OF PROCEDURE:** Meetings shall be conducted in accordance with the principles of Roberts Rules of Order. The Mayor shall preside at the meeting. In the Mayor's absence, the Deputy Mayor shall preside. If the Mayor has not appointed a Deputy Mayor, she will rotate Trustees to run the meeting. The presiding officer may debate, move and take other action that may be taken by other members of the Board.

Board members shall not be required to rise but must be recognized by the presiding officer before making motions and speaking. A member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order. If a member, while speaking, were called to order, he shall be permitted to proceed.

There is no limit to the number of times a member may speak on a question.

Motions to close or limit debate may be entertained but shall require a three-fifths vote.

A motion shall be discussed or acted upon only if any member of the totally authorized voting power – except the member that made such motion – seconds such motion.

Members of the Board, including the presiding officer, may only speak or comment on the current subject before the Board. Members of the Board including the presiding officer may not speak or comment on any subject that is not currently before the Board.

**Section 10. 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) 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.

**Section 11. AUDITING:** The approval of the Board to pay the bills upon audit must be done by motion. Bills shall be prepared by Noon Monday the day of meeting. (When possible, they will be prepared by end of day Friday prior to the Monday meeting.)

**Section 12. ADJOURNMENT:** The meeting shall be adjourned by motion.

**Section 13. AMENDMENTS TO THE RULES OF PROCEDURE:** The foregoing procedures may be amended from time to time by a majority vote of the Board.

**ATTACHMENT TO Section 7.**

**OPEN MEETINGS LAW "SUNSHINE LAW"**

Effective in New York State in 1977. Amendments that clarify and reaffirm the public's right to hear the deliberations of public bodies became effective on October 1, 1979.

A public body cannot close its doors to the public to discuss the subject of its choice, for the law specifies and limits the subject matter that may appropriately be discussed in executive session. The eight subjects that may be discussed behind closed doors include:

- (a) matters that will imperil the public safety if disclosed;
- (b) any matter which may disclose the identity of a law enforcement agency or informer;
- (c) information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- (d) discussions regarding proposed, pending or current litigation.
- (e) collective negotiations pursuant to Article 14 of the Civil Service Law, (the Taylor Law);
- (f) the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- (g) the preparation, grading or administration of examinations, and
- (h) the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

These are the only subjects that may be discussed behind closed doors; all other deliberations must be conducted during open meetings.

A public body can never vote to appropriate public monies during a closed session. Although a public body MAY vote during a properly convened executive session, any vote to appropriate public monies must be taken in public.

NOTE: If a vote is taken during a properly convened executive session, minutes of the executive session must be taken and included in the meeting minutes.

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**IDENTITY THEFT PREVENTION POLICY –**

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried  /  to confirm as follows:

**Village of Brockport  
Identity Theft Prevention Program**

**I. PROGRAM ADOPTION**

The Village of Brockport ("Village") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's ("FTC") Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with oversight and approval of the Village Board of Trustees. After consideration of the size and complexity of the Village's operations and account systems, and the nature and scope of the Village's activities, the Village Board of Trustees determined that this Program was appropriate for the Village, and therefore approved this Program on November 16, 2009.

## **II. DEFINITIONS AND PROGRAM**

### **A. Red Flags Rule Definitions Used in this Program**

"Identity Theft" is a "fraud committed or attempted using the identifying information of another person without authority."

A "Red Flag" is a "pattern, practice, or specific activity that indicates the possible existence of Identity Theft."

A "Covered Account" includes all utility accounts that are administered by the Village.

"Program Administrator" is the individual designated with primary responsibility for oversight of the program. (See Section VI below).

"Identifying information" is "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, computer's Internet Protocol address, or routing code.

### **B. Fulfilling Requirements of the Red Flags Rule**

Under the Red Flags Rule, the Village is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically to reflect changes in risks to customers or to the safety and soundness of the customer from Identity Theft.

## **III. IDENTIFICATION OF RED FLAGS**

In order to identify relevant Red Flags, the Village considers the types of accounts that it offers and maintains, methods it provides to open its accounts, methods it provides to access its accounts, and its previous experiences with Identity Theft. The Village identifies the following Red Flags in each of the

listed categories:

A. Notifications and Warnings from Credit Reporting Agencies

**Red Flags**

1. Report of fraud accompanying a credit report;
2. Notice or report from a credit agency of a credit freeze on an applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant;
4. Receipt of a notice of address discrepancy in response to a credit report request; and
5. Indication from a credit report of activity that is inconsistent with an applicant's usual pattern or activity.

B. Suspicious Documents

**Red Flags**

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information; and
4. Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information

**Red Flags**

1. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on an enrollment application);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social security number presented that is the same as one given by another customer;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so; and
8. A person's identifying information is not consistent with the information that is on file for the customer.

D. Suspicious Covered Account Activity or Unusual Use of Account

**Red Flags**

1. Change of address for an account followed by a request to change the customer's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use;
4. Mail sent to the customer is repeatedly returned as undeliverable;
5. Notice to the Village that a customer is not receiving mail sent by the Village;

6. Notice to the Village that an account has unauthorized activity;
7. Breach in the Village's computer system security; and
8. Unauthorized access to or use of customer account information.

#### E. Alerts from Others

##### **Red Flag**

1. Notice to the Village from a customer, Identity Theft victim, law enforcement or other person that the Village has opened or is maintaining a fraudulent account for a person engaged in Identity Theft. 5

#### IV. DETECTING RED FLAGS

##### **A. Customer Enrollment**

In order to detect any of the Red Flags identified above associated with the enrollment of a customer, Village personnel will take the following steps to obtain and verify the identity of the person opening the account:

##### **Detect:**

1. Require certain identifying information such as name, date of birth, home address or other identification; and
2. Verify the customer's identity at time of enrollment (review of driver's license or other government-issued photo identification).

##### **B. Existing Accounts**

In order to detect any of the Red Flags identified above for an existing Covered Account, Village personnel will take the following steps to monitor transactions on an account:

##### **Detect:**

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
2. Verify the validity of requests to change billing addresses by mail or email and provide the customer a reasonable means of promptly reporting incorrect billing address changes; and
3. Verify changes in banking information given for billing and payment purposes.

#### V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event Village personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

##### **Prevent and Mitigate**

1. Continue to monitor a Covered Account for evidence of Identity Theft;
2. Contact the customer or applicant (for which a credit report was run);
3. Change any passwords or other security devices that permit access to Covered Accounts;
4. Not open a new Covered Account;
5. Provide the customer with a new customer identification number;
6. Notify the Program Administrator for determination of the appropriate step(s) to take;
7. Notify law enforcement;
8. File or assist in filing a Suspicious Activities Report ("SAR"); or

9. Determine that no response is warranted under the particular circumstances.

### **Protect Customer Identifying Information**

In order to further prevent the likelihood of Identity Theft occurring with respect to Covered Accounts, the Village will take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure;
2. Ensure complete and secure destruction of paper documents and computer files containing customer account information when a decision has been made to no longer maintain such information;
3. Ensure that office computers with access to Covered Account information are password protected;
4. Avoid use of social security numbers
5. Ensure computer virus protection is up to date; and
6. Require and keep only the kinds of customer information that are necessary for Village purposes.

## **VI. PROGRAM ADMINISTRATION**

### **A. Oversight**

Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee ("Committee") for the Village. The Committee is headed by a Program Administrator who may be the Mayor of the Village or his or her appointee. Two or more other individuals appointed by the Mayor of the Village or the Program Administrator comprise the remainder of the committee membership. The Program Administrator will be responsible for ensuring appropriate training of Village staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

### **B. Staff Training and Reports**

Village staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. Village staff shall be trained, as necessary, to effectively implement the Program. Village employees are expected to notify the Program Administrator once they become aware of an incident of Identity Theft or of the Village's failure to comply with this Program. At least annually or as otherwise requested by the Program Administrator, Village staff responsible for development, implementation, and administration of the Program shall report to the Program Administrator on compliance with this Program. The report should address such issues as effectiveness of the policies and procedures in addressing the risk of identity theft in connection with the opening and maintenance of Covered Accounts, service provider arrangements, significant incidents involving identity theft and management's response, and recommendations for changes to the Program.

### **C. Service Provider Arrangements**

In the event the Village engages a service provider to perform an activity in connection with one or more Covered Accounts, the Village will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to

detect, prevent and mitigate the risk of Identity Theft.

1. Require, by contract, that service providers have such policies and procedures in place; and
2. Require, by contract, that service providers review the Village's Program and report any Red Flags to the Program Administrator or the Village employee with primary oversight of the service provider relationship.

#### D. Non-disclosure of Specific Practices

For the effectiveness of this Identity Theft Prevention Program, knowledge about specific Red Flag identification, detection, mitigation and prevention practices may need to be limited to the Committee who developed this Program and to those employees with a need to know them. Any documents that may have been produced or are produced in order to develop or implement this program that list or describe such specific practices and the information those documents contain are considered "confidential" and should not be shared with other Village employees or the public. The Program Administrator shall inform the Committee and those employees with a need to know the information of those documents or specific practices which should be maintained in a confidential manner.

#### E. Program Updates

The Committee will periodically review and update this Program to reflect changes in risks to customers and the soundness of the Village from Identity Theft. In doing so, the Committee will consider the Village's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the Village's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Committee will update the Program.

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### **PURCHASING / PROCUREMENT POLICY –**

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried  /  to amend as follows:

#### **Village of Brockport Purchasing / Procurement Policy**

#### **Amendments recommended by Treasurer are indicated under Guideline 3.**

Section 104-b of the General Municipal Law (GML) requires every municipality to adopt internal policies governing all procurement of goods and services not subject to the bidding requirements of GML Section 103 or any other law. In accordance with that requirement, the following guidelines are established for use by the Village of Brockport.

**Guideline 1.** Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Section 103. Every village officer, board member, department head or other personnel with the requisite purchasing authority (the Purchaser) shall adhere to this policy. An employee wishing to make a purchase on behalf of the Village must have the purchase authorized by the appropriate department head.

**Guideline 2.** All purchases of:

- (a) Goods, services, equipment or public works contracts shall be executed through a purchase order, which will be preceded by a Request for Purchase Order.
- (b) Purchases which will exceed the threshold amount set forth in GML Section 103 (\$20,000 for goods and equipment purchases and \$35,000 for Public Works Contracts) shall be formally bid pursuant to this law and shall be executed only after appropriate Village Board approval has been obtained.

**Guideline 3.** All purchases of goods, services, equipment or public works contracts:

- (a) Less than \$10,000 but greater than \$500 **\$2,500** require a written request for proposal (RFP), written/fax quotes from three (3) vendors.
- (b) Purchases equal to or in excess of \$2,000 **\$2,500** will also require approval of the Village Board.
- (c) Purchases of less than \$2,000 **\$2,500** are at the discretion of the Department Head.
- (d) Any written RFP shall be from a reputable vendor, and must describe the desired goods, quantity and particulars of delivery. The Purchaser shall use the Quotation Log to compile a list of all vendors from whom written/fax quotes have been requested; and the written/fax quotes offered, and all information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the RFP. The Quotation Log must be signed by the employee and the Department Head.

**Guideline 4.** The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification as to why it is in the best interest of the Village and its taxpayers to make an award to other than the low bidder. If a vendor is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

**Guideline 5.** A good faith effort shall be made to obtain the required number of proposals or quotations. However, if the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made. In no event shall the inability to obtain the required proposals or quotations be a bar to the procurement.

**Guideline 6.** In the event that there is only one supplier for a particular good or service, care must be taken to document that the item or service is unique in its benefits as compared to other items or service available in the market place. The Purchaser must be sure that no other item or service provides a substantially equivalent or similar benefit. These facts must be documented on the Quotation Log and filed with the purchase request.

**Guideline 7.** In the event a good or service can be obtained under a city, county or state contract bid, the Purchaser must document the **current year** contract number, whether it is a city, county, or state bid, the price per unit and the total cost of the purchase.

**Guideline 8.** Except when directed by the Village Board, no solicitations of written proposals or quotations shall be required under the following circumstances:

- (a) Emergencies;
- (b) Goods purchased from agencies for the blind or severely handicapped;

- (c) Goods purchased from correctional facilities;
- (d) Goods purchased from another governmental agency;
- (e) Goods purchased at auction - shall be done at or below any established limit agreed upon by the Village Board.

**Guideline 9.** This policy shall be reviewed annually or as deemed necessary by the Village Board.

**FUND BALANCE POLICY**

Treasurer recommends adopting the following policy.

**General Fund Balance Policy**

In an effort to protect Village citizens and/or taxpayers against potentially reducing service levels because of temporary revenue shortfalls, or to fund the need for unexpected one-time expenditures and uncontrollable emergencies and disasters, the Village of Brockport hereby adopts this General Fund Balance Policy.

The Village Board will strive to maintain an unrestricted fund balance within a range equal to 20-30% of the most current year budgeted appropriations. In preparing each year's new budget, the Village Board will calculate the amount of fund balance available for budgeting, and decide how much fund balance to use in support of the budget.

At any time, should the amount of unrestricted fund balance exceed the 20-30% range set herein, the Village Board may appropriate some or all of the "excess" fund balance for desired one-time expenditures, contributions to existing reserve funds, or the creation of new, additional reserves.

Should the amount of unrestricted fund balance be below the 20-30% range set herein, the Village Board shall develop and adopt a fiscal plan to restore the "shortfall" of fund balance to no less than the 20% minimum of the range. Such plan should resolve the shortfall in no more than 3 years.

This General Fund Balance Policy will be reviewed and modified as necessary on no less than an annual basis (as part of the Village Board's annual organizational meeting).

**FINANCIAL MANAGEMENT/ INVESTMENT POLICY-**

Treasurer recommends the following replace the outdated July 1997 policy.

**Village of Brockport  
Comprehensive Financial Management Policy  
(General Municipal Law Section 39)  
(Annual Organizational Meeting Policy Readoption)  
Investment Policy**

**1. Investment Policy Purpose:**

The Board of Trustees desires to provide the finest services possible to its residents, compatible with the least cost to the taxpayers. To achieve this goal all sources of revenue, other than taxes, must be enhanced. Interest earnings offer large potential alternative revenue.

The Board of Trustees desires that excess Village monies, not needed for immediate payment of bills, be temporarily invested to earn a safe return as provided for within the Village Law, General

Municipal Law, Local Finance Law and Banking Law. The priorities for investing Village monies shall be (in order of priority):

**1.1 Safety** – Funds must not be lost by the Village.

**1.2 Liquidity** – Appropriate amounts must be available for each payroll, debt service, and abstract date. No investment should mature later than the date the invested funds are anticipated to be needed and in no case, more than two years from date of purchase.

**1.3 Yield** – The highest market interest rate available (other conditions being equal) is to be solicited.

## **2. Prudence:**

All participants in the investment process shall act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village's ability to govern effectively. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs: not for speculation, but for investment, considering the safety of the principal as well as the possible income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

## **3. Diversification:**

The policy of the Board of Trustees is to reduce risk by diversifying deposits and investments by: (1) bank or trust company, (2) investment instrument, and (3) date of investment maturity.

## **4. Delegation of Authority**

The Board of Trustees hereby specifically delegates the authority to sign the written security and/or custodial agreements with the designated banks and to make the day-to-day investment decisions within the guidelines and limitations of this policy resolution to the incumbent position in the title of:

**4.1** Treasurer, and/or

**4.2** Mayor.

The above officers and administrators are hereby authorized to utilize the advisory services of municipal consulting firms in planning the timing, amount, maturity, bidding, placement, and reporting on any investments made hereunder.

## **5. Authorized Institutions:**

The Board of Trustees authorizes the use, of the following institutions, located and authorized to do business in New York State, for placing investments and specifically prohibits using private brokerage or investment firms. Diversification of depositories increases the safety and total FDIC coverage of Village monies. Consequently, to the extent practical, more than one financial institution may be utilized. The Village must enter into a written Security Agreement with each institution. (General Municipal Law Section 10 & 11, Local Finance Law Section 165.00 (b), Banking Law Section 107 – a).

**5.1** JP Morgan Chase      Maximum deposit – unlimited

**5.2** First Niagara Bank      Maximum deposit - \$2,500,000

**5.3** M & T Bank      Maximum deposit - \$2,500,000

## **6. Authorized Investment Instruments:**

The Board of Trustees authorizes the following types of investment instruments for investing Village monies with institutions authorized to do business in New York State:

**6.1** Savings Accounts

- 6.2 Money Market Accounts
- 6.3 Certificates of Deposit
- 6.4 Repurchase Agreements
- 6.5 U. S. Treasury Bonds, Bills, Notes.

**7. FDIC Insurance and Overage Collateralization:**

The primary objectives of this policy are to enhance the safety and availability of any Village monies invested. These objectives are partially met by FDIC insurance covering the first \$250,000 of Village deposits.

Any amounts exceeding the FDIC insurance limits, as presently set or subsequently revised are to be insured to the Village by requiring an allocation and pledge of appropriate collateral by the financial institution where the investment is placed. All investments must be bid specifying "with collateral". Written custodial and/or security agreements must be entered into with each financial institution (General Municipal Law, Section 10 and 11, Banking Law Section 107-a) which require the custodial bank or trust company to keep the securities they purchased as collateral for the Village separate and apart from the institution's own assets. Banking Law requires the financial institution to comply in completing the written agreements.

**8. Security Agreement:**

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. The security agreement shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the Village to exercise its rights against the pledged securities, in the event the securities are not registered or inscribed in the name of the Village, such securities shall be delivered in a form suitable for transfer or with an "assignment in blank" to the Village or its custodial bank.

**9. Custodial Agreement:**

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be co-mingled with or become part of the backing for any deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the Village a perfected interest in the securities.

**10. Collateral:**

Village deposits and investments may be secured either by obligations or securities or, in whole or in part, by a surety bond or irrevocable letter of credit.

Surety bonds must be issued by an insurance company authorized to do business in this State, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized rating organizations. The surety bond must equal to 100% of the aggregate amount of deposits and the agreed upon interest.

Eligible letters of credit will be those issued by a bank or trust company (other than the bank or trust company with which the investment is placed) with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest that either:

**10.1** has commercial paper or other unsecured short term debt obligations (or, in the case of a bank

which is the principal subsidiary of a holding company, whose holding company has commercial paper and other unsecured short term debt obligations) rated in one of the nationally recognized rating organizations; or

**10.2** is in compliance with applicable minimum federal risk based capital requirements.

**11. Eligible Securities for Collateral Purposes:**

The current market value of collateral utilized must equal or exceed the value of the collateral deposits. The currently permitted collateral may be subsequently supplemented by new instruments when approved by the Office of the State Comptroller. Permissible collateral includes (General Municipal Law Section 11, 31CFR, 203.15):

**11.1** United States obligations.

**11.2** Obligations of United States agencies, subdivisions, or departments, where payment of principal and interest is guaranteed or insured by the United States.

**11.3** Obligations of New York State.

**11.4** Obligations of New York municipal corporations, school districts, or district corporations of the State of New York.

**11.5** Obligations issued or guaranteed by United States agencies or government sponsored corporations.

**11.6** Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank and the African Development Bank.

All investment obligations shall be payable or redeemable at the option of the Village within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided; and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Village within two years of the date of purchase.

**12. Transfer of Funds:**

The Board of Trustees specifically authorizes the designated officials the authority to use electronic transfer of funds, among the approved banking institutions, to assist in obtaining "federal funds" enhanced interest rates. Each such transfer shall be specifically identified in the original journal entry as a "wire transfer" and subsequently supported by the bank statement or confirmation notice to provide an audit trail.

**13. Safekeeping:**

The Board of Trustees specifically authorizes the designated officials the authority to turn over the physical custody of Certificates of Deposit and other evidence of investments for "safekeeping" possession to the bank, as provided in General Municipal Law Section 11(3), to facilitate access to funds at maturity and to eliminate having bearer certificate in the Village offices.

**14. Co-Mingling of Funds:**

The co-mingling of various funds into a single common investment is specifically authorized provided that the separate identity of each fund is maintained and the proportionate share of interest is allocated to each upon maturity of the investment. (General Municipal Law Section 10 and 11.)

**15. Written Reports:**

All investments shall be documented in written reports to the Mayor, for subsequent presentation to the Board of Trustees outlining the details of each investment including: the amount, dated and maturity dates, interest rate and the unsuccessful quotes received thereon. When investments are placed these reports should be presented no less than monthly (General Municipal Law Section 10).

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**CLOSE ORGANIZATIONAL PART OF MEETING:**

→ At \_\_\_\_\_pm

**EXECUTIVE SESSION:**

→ At \_\_\_\_\_pm, Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried 5/0 that the Board of Trustees of the Village of Brockport enter into executive session to discuss the following:

-“collective negotiations pursuant to article 14 of the civil service law” - as it relates to the health care plan to start 9/1/14

-“the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation” – as it relates to architect recommended by Village Engineer for work needed at Village Hall to accommodate a Village Court.

\_\_\_\_\_ were invited to sit in.

→ At \_\_\_\_\_pm, Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried 5/0 that the Board of Trustees of the Village of Brockport re-enter the regular meeting.

**If the collective negotiations item is ready:**

○ Authorize Mayor to execute MOU with CSEA and Stetson Club Unions re health insurance as of 9/1/14 -

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_\_\_/\_\_\_ to authorize the Mayor to execute the MOU with CSEA and Stetson Club Unions re health insurance as follows:

**If the architect item is ready:**

○ Authorize Mayor to execute the proposal for limited architectural schematic design services re Village Hall alterations to accommodate a Village Court -

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_\_\_/\_\_\_ to authorize the Mayor to execute the proposal for limited architectural schematic design services re Village Hall alterations to accommodate a Village Court.

**ADJOURNMENT:**

→ At \_\_\_\_\_pm, Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_\_\_/\_\_\_ that the meeting be adjourned.

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

