

New York State Canal Corporation
**and Erie Canalway National Heritage Corridor
Tourism Infrastructure and Amenities Grant**

**2022 Contract Between Erie Canalway Heritage Fund, Inc.
and
Town of Manlius**

1. Parties

The Erie Canalway Heritage Fund, Inc. is a nonprofit organization, working in partnership with the Erie Canalway National Heritage Corridor Commission (collectively “Erie Canalway”) and the New York State Canal Corporation (NYSCC). For the purposes of this contract, the Erie Canalway Heritage Fund, Inc. (“**GRANTOR**”) is the lead party.

- a. **Grantor:** The grantor is the Erie Canalway Heritage Fund, Inc. (“**GRANTOR**”).
- b. **Grantee:** The grantee is the Town of Manlius (“**GRANTEE**”).

2. Purpose of Grant

The purpose of this grant is to develop a hand launch site at the Old Erie Canal Poolsbrook Park. See **Appendix A – submitted Grant Application and Budget**.

3. Project Cost and Funding

- a. Funding is provided by the **GRANTOR** for assistance pursuant to this grant, for a total award of **Twenty four thousand dollars (\$24,000)** as set forth in the budget found in **Appendix A**. *Funds are distributed on a reimbursement basis at project close.*
- b. **Matching Funds** The **GRANTEE** shall provide a minimum dollar for dollar match of awarded funds for this grant through cash and in-kind contributions as set forth in the project budget. Neither federal nor state funds may be used as match.

4. Product and Acceptance Standards

By signing this contract, the **GRANTEE** gives the **GRANTOR** the right to produce and distribute materials funded with the grant. The project elements are described in **Appendix A** which is attached hereto.

The **GRANTOR** may refuse to authorize payment if work is not carried out with care, skill and diligence; does not meet professional standards; or does not fulfill the goals and purposes described in the proposal or any subsequent **GRANTOR** approved modifications.

5. Publicity and Credit

All press releases, publications, signs, and any item produced as a result of this grant funding shall note the partnership with and financial contribution of the “NYS Canal Corporation and the Erie Canalway National Heritage Corridor.” If requested by **GRANTOR**, the NYSCC and ERIE CANALWAY logos shall be displayed on all final products in order to receive payment. The NYSCC and ERIE CANALWAY logos shall be provided upon request and all print materials shall include the phrase: *Funded in part through the generous support of the New York State Canal Corporation and Erie Canalway National Heritage Corridor.* The **GRANTEE** shall provide the **GRANTOR** with copies of any

event-related newsletters, newspaper articles or any other promotional material. The **GRANTOR** reserves all rights to publicize this event or series as it deems appropriate.

6. Record Retention

The **GRANTEE** will maintain accurate records of expenditures for a period of seven (7) years after the project is complete. The **GRANTOR** may inspect the financial records related to this project, and for a period of Seven (7) years after the project is complete.

7. Schedule and Method of Payments

- a. **Grant payment will be made** at project conclusion and only upon acceptance of the completed Final Grant Report narrative, copies of products produced as appropriate, financial report, and expense documentation inclusive of both grant award and match. Requests for advances will not be considered. At project close the **GRANTEE** shall submit a project close-out report and a request for payment, including full documentation of all expenses and income, to the **GRANTOR** bearing an authorized signature. Authorized signers are those formally approved by the organization through an official resolution. Appropriate documentation includes, but is not limited to, itemized disbursements, contract for services, timesheets, grant award letters, receipts and invoices. The grant close-out budget report must show comparable match documentation as outlined in the budget. For payment to consultants or contractors, a description of the method of selection, work performed, the person or persons performing the work, and the number of hours in completing the task will be detailed. The **GRANTOR** will notify the **GRANTEE** if the grant closeout document is incomplete. Grant close out documents will be provided to the **GRANTEE** by the **GRANTOR** at project completion.
- b. **Expenditure:** No funds expensed prior to the date on the grant award letter will be reimbursed. Funds must be expended during the grant period (**See 10. Terms and Conditions**).
- c. **Consultants and Contractors:** engaged by the **GRANTEE** to carry out any part of the work program, shall be agents of the **GRANTEE**. There shall be no obligations between the **GRANTOR** and such agents.

8. Required GRANTOR Communication

The **GRANTEE** shall notify the **GRANTOR** immediately should there be any change in the elements of the project, which would delay completion or prohibit implementation, including, but not limited to changes in personnel responsible for implementing this request. The **GRANTEE** shall also notify the **GRANTOR** if funds will not be needed for the purpose stated above.

In the event the project lead changes, the **GRANTEE** will immediately notify **GRANTOR** and complete an interim grant report that includes an expense and income summary, documentation of all grant related expenses and income to date, and a brief written narrative describing the current status of the project, and how the project will be completed.

9. Compliance with Federal, State, and Local Laws

The **GRANTEE** agrees to comply with all federal, state, and local laws, and permit requirements that may be required for the project and any applicable procurement policies. The provisions of Office of Management and Budget (OMB) Circular A-102: Grants and Cooperative Agreement with State and Local Governments; A-110: Uniform Administration Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; A-133; Audits of States, Local Governments, and Non-Profit Organizations; A-87; Cost Principles for State, Local, and

Indian Tribal Governments; A-21 Cost Principles for Educational Institutions, and A-122 Cost Principles for Non-Profit Organizations.

- a. **All federal laws, including but not limited to those specific to preservation and conservation projects including Section 106 of the Historic Preservation Act, Secretary of Interior Standards, the Native American Graves Protection and Repatriation Act, the National Environmental Policy Act.** Recommendations contained in studies, reports, and plans must also comply with these Acts.
- b. **The New York State SEQRA requirements.**
- c. No part of this grant shall be expended (a) to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code, or (b) to influence the outcome of any specific public election or carry on, directly or indirectly, any voter registration drive except as permitted by section 4945(f). No part of this grant shall be used for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code.

10. Terms and Conditions

This agreement will become effective upon the date of the grant award letter (April 5, 2022) Project will be completed by **June 30, 2023**. Grant records must be maintained by the applicant and available for review for a period of seven (7) years (see 6. *Record Retention*). This Contract may only be modified or amended upon written request of either party and with the written concurrence of the other party.

Mandatory interim reports are due to the **GRANTOR** no later than **Friday, December 30, 2022 if applicable**. These reports will succinctly detail the following:

- a. Summary of project development to date, including any significant obstacles and how these are being resolved;
- b. Financial report detailing any expenses incurred to date or major changes to originally proposed budget;
- c. Changes in status of, or additions to, any matching funds; and
- d. Confirmation that the project remains on time and on budget.

Changes in the project that may warrant a change in the agreement, include, but are not limited to, any unforeseen revision of the scope or objectives of the project, any substantial revisions to the project budget, any changes to key personnel, or any extension of the grant period. There is no guarantee that any of these changes will be approved by the **GRANTOR**.

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted and on schedule, this agreement may be terminated or suspended in accordance with the provisions detailed below:

- a. By the awarding agency, the **GRANTOR**, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- b. By the awarding agency, the **GRANTOR**, with or without the consent of the grantee, if the deliverables have not been completed according to the project schedule or by the completion date or, if according to the schedule submitted, it is unlikely that the deliverables will be completed on time, given the target dates missed.
- c. By the grantee upon written request to, and agreement of the **GRANTOR**, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the

portion to be terminated. However, if, in the case of a partial termination, the **GRANTOR** determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the **GRANTOR** may terminate the award in its entirety.

11. Notices

All notices to the **GRANTOR** shall be mailed via the USPS to the following address: Notices to **GRANTEE** shall be addressed to:

Andy Kitzmann
Assistant Director
Erie Canalway Heritage Fund, Inc.
PO Box 219
Waterford, NY 12188
Andy_kitzmann@partner.nps.gov
518-237-7000, ext. 201

Ann Oot
Town Manager
Town of Manlius
301 Booklea Drive
Fayetteville, NY 13066
aoot@townofmanlius.org
315-637-3414

**Accepted and Approved:
GRANTOR**

**Accepted and Agreed:
GRANTEE**

Signature

Signature

Bob Radliff
Executive Director

John Deer
Town Supervisor

Dated: _____, 2022

Dated: _____, 2022

Appendix A

Original Grant Application and Project Budget