



April 11, 2022 - 7:00 PM

AGENDA
CHEMUNG COUNTY LEGISLATIVE MEETING
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, and III

-
- 1. PLEDGE OF ALLEGIANCE**
 - 2. ROLL CALL OF LEGISLATORS**
 - 3. READING OF MINUTES OF PRECEDING MEETING UNLESS WAIVED**
 - 4. PRESENTATION OF PETITIONS AND COMMUNICATIONS**
Correspondence 04-01 through 04-10
 - 5. PUBLIC COMMENTS**
 - 6. ACCEPTANCE OF WRITTEN COMMITTEE REPORTS**
 - 7. PRESENTATION OF RESOLUTIONS, MOTIONS AND NOTICES**
PREFERRED AGENDA ITEMS
- 22-148 Resolution confirming appointment to the Chemung County Traffic Safety Board (Suhey)
- 22-149 Resolution declaring various County-owned property as surplus
- 22-150 Resolution authorizing agreement with U.S. General Services Administration on behalf of the U.S. Department of Homeland Security, Transportation Security Administration for the lease of space at the Elmira Corning Regional Airport
- 22-151 Resolution amending agreement with Seneca Mineral Company on behalf of the Elmira Corning Regional Airport
- 22-152 Resolution authorizing agreement with Fire Alarm Service Technology, Inc. on behalf of the Chemung County Department of Buildings and Grounds (Wings of Eagles Fire Alarm Service)
- 22-153 Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (inmate dental services)
- 22-154 Resolution authorizing Memorandum of Agreement with the Elmira Water Board on behalf of the Chemung County Sewer Districts (purchase water consumption data)
- 22-155 Resolution authorizing agreement with Napoli Shkolnik, PLLC on behalf of the Chemung County Sewer Districts (Rural Water Cost Recovery)

Program)

- 22-156 **Resolution authorizing Vendor Agreement with the New York State Office of Temporary and Disability Assistance Low Income Household Water Assistance Program on behalf of the Chemung County Sewer District No. 1**
- 22-157 **Resolution authorizing Memorandum of Agreement between the City of Elmira and the County of Chemung (animal handler & specimen services)**
- 22-158 **Resolution amending Resolution No. 22-031 authorizing an agreement with The Research Foundation for the State University of New York**
- 22-159 **Resolution authorizing certain applications for and disbursement of Community Development Funds (Legislature)**

AGREEMENTS

- 22-160 **Resolution authorizing agreements with various not-for-profit organizations relative to payment of 2022 Budget Appropriations**
- 22-161 **Resolution authorizing advertising agreements on behalf of the Elmira Corning Regional Airport**
- 22-162 **Resolution authorizing agreement with McFarland Johnson, Inc. on behalf of the Elmira Corning Regional Airport (RFP-2373 Engineering & Environmental Planning)**
- 22-163 **Resolution approving Change Order No. 1 to agreement with AFT Mechanical, Inc. on behalf of the Chemung County Nursing Facility (Laundry Air Handler Replacement Project)**
- 22-164 **Resolution authorizing Transport Service Agreements on behalf of the Chemung County Sheriff**
- 22-165 **Resolution authorizing application for and acceptance of funding for the Alternatives to Incarceration Program from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives on behalf of the Chemung County Probation Department (Project for Bail)**
- 22-166 **Resolution authorizing Memorandum of Understanding with the Chemung County Department of Youth and Recreational Services on behalf of the Chemung County Department of Social Services**
- 22-167 **Resolution authorizing agreement with the Horseheads Central School District on behalf of the Chemung County Health Department**
- 22-168 **Resolution authorizing agreement with GST BOCES on behalf of the Chemung County Health Department**
- 22-169 **Resolution authorizing a lease agreement with the Elmira City School District on behalf of the Chemung County Department of Mental Hygiene (Children's Integrated Services)**
- 22-170 **Resolution authorizing Supplemental Agreement No. 2 with Labella Associates on behalf of the Chemung County Department of Public Works (PIN 6755.28 - CR 69 over Seeley Creek Bridge Rehab)**
- 22-171 **Resolution renewing various agreements on behalf of the Chemung County Department of Public Works (2022 materials & services)**
- 22-172 **Resolution authorizing Supplemental Agreement No. 1 with New York State**

**Department of Transportation on behalf of the Chemung County
Department of Public Works (PIN 6755.28 Penna. Ave. over Seeley Creek
Bridge Rehab)**

- 22-173 **Resolution authorizing agreement with New York State Department of Transportation 2021 Bridge NY Program on behalf of the Chemung County Department of Public Works (PIN 6755.52 CR51 over Lattabrook)**
- 22-174 **Resolution authorizing agreement with Fagan Engineers & Land Surveyors, PC on behalf of the Chemung County Sewer Districts (General Services Agreement)**
- 22-175 **Resolution authorizing application for and acceptance of Local Waterfront Revitalization Program grant funding from the New York State Department of State on behalf of the Chemung County Planning Department**
- 22-176 **Resolution authorizing application for and acceptance of grant funding from the New York State Department of Agriculture & Markets on behalf of the Chemung County Planning Department**
- 22-177 **Resolution authorizing acceptance of New York State Water Quality Improvement Project grant funding on behalf of the Chemung County Sewer Districts**

TREASURER AND REAL PROPERTY

- 22-178 **Resolution authorizing transfers and appropriations by the County Executive**
- 22-179 **Resolution approving correction to the 2022 County & Town tax bill**
- 22-180 **Resolution authorizing purchase of an easement for the construction of a temporary access road on behalf of the Chemung County Sewer Districts (Milton Street WWTP)**

BONDING

ADVERTISING FOR/AWARDING BIDS

- 22-181 **Resolution authorizing Purchase Agreement with BSN Sports on behalf of the Chemung County Department of Buildings and Grounds (uniforms for Chemung County Parks)**
- 22-182 **Resolution authorizing Purchase Agreements with W.W. Grainger, Inc. and WESCO on behalf of the Chemung County Department of Buildings and Grounds (LED Lighting upgrade for HRC and District Attorney's Offices)**
- 22-183 **Resolution authorizing Purchase Agreement with Stephen Campbell Associates/Interactive Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management (Eventide NexLog 740 Audio Recorder)**
- 22-184 **Resolution awarding bid to Interaction Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management**
- 22-185 **Resolution authorizing Purchase Agreement with Alta Construction Equipment NY, LLC on behalf of the Chemung County Department of Public Works (front wheel loader)**
- 22-186 **Resolution authorizing Purchase Agreement with Tracey Road Equipment**

on behalf of the Chemung County Department of Public Works (2023 10-Wheel Truck)

- 22-187 **Resolution awarding bid to Stewart P. Wilson, Inc. on behalf of the Chemung County Department of Public Works (RFB-2402 Highway Fuel)**
- 22-188 **Resolution authorizing Purchase Agreement with Phoenix Graphics, Inc. on behalf of the Chemung County Board of Elections**
- 22-189 **Resolution authorizing Purchase Agreement with SHI Inc. on behalf of the Chemung County Department of Information Technology**
- 22-190 **Resolution awarding bid to USALCO, Inc., on behalf of the Chemung County Sewer Districts (RFB-2388 - Polyaluminum Chloride)**

PERSONNEL

- 22-191 **Resolution re-creating Principal Clerk position on behalf of the Chemung County Department of Youth and Recreational Services**
- 22-192 **Resolution re-creating Sewer System Maintenance and Inspection Crew Leader position on behalf of the Chemung County Sewer Districts**
- 22-193 **Resolution re-creating Chief Assistant District Attorney position on behalf of the Chemung County District Attorney's Office**
- 22-194 **Resolution re-creating Secretary I position on behalf of the Chemung County District Attorney's Office**
- 22-195 **Resolution re-creating Principal Clerk position on behalf of the Chemung County Probation Department**
- 22-196 **Resolution re-creating three Deputy Sheriff positions on behalf of the Chemung County Sheriff**
- 22-197 **Resolution re-creating Full-Time Assistant Public Defender on behalf of Public Defender's office.**
- 22-198 **Resolution re-creating part-time Secretary position on behalf of the Chemung County Public Defender's Office**
- 22-199 **Resolution re-creating Airport Maintenance Worker I position on behalf of the Elmira Corning Regional Airport**
- 22-200 **Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services.**
- 22-201 **Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility**
- 22-202 **Resolution creating Maintenance Worker position on behalf of the Chemung County Department of Buildings and Grounds**
- 22-203 **Resolution creating Grants Manager position on behalf of the Chemung County Planning Department**
- 22-204 **Resolution creating Deputy Director (Group B) position on behalf of the Chemung County Probation Department**
- 22-205 **Resolution creating Accounts Payable Clerk position on behalf of the Chemung County Department of Central Services**
- 22-206 **Resolution authorizing agreement with Arnot Medical Services on behalf of the Chemung County Personnel Department**

PUBLIC HEARING

MISCELLANEOUS

- 22-207 **Resolution authorizing the use of Eminent Domain for the Traffic Signal Project on behalf of the Chemung County Department of Public Works (PIN 6755.12)**
- 22-208 **Resolution and Notice of Type II Determination Pursuant to 6NYCRR Part 617 relative to various Chemung County Sewer District Capital Projects**
- 22-209 **Resolution confirming the establishing of a new Scale of Charges for the Chemung County Elmira Sewer District**
- 22-210 **Resolution confirming the establishing of a new Scale of Charges for Chemung County Sewer District No. 1**
- 22-211 **Resolution authorizing and directing the County Executive to implement the Orange Zone Stimulus Program as proposed in the County Executive's America Rescue Plan Proposal and as approved in the 2022 Chemung County operating budget**
- 22-212 **Resolution authorizing and directing the County Executive to implement the Agricultural Subsidy Program as proposed in the County Executive's America Rescue Plan Proposal and as approved in the 2022 Chemung County operating budget**
- 22-213 **Resolution directing the County Executive to file an Operations Assessment Report for the Chemung County Nursing Facility**
- 22-214 **Resolution adopting Introductory Local Law No. 2 for the Year 2022 in relation to the amendment of Local Law No. 4 of the Year 1973 entitled "A Local Law to provide for the establishment of a County Charter for the County of Chemung, State of New York" relating to the provisions of Article 4 of the Municipal Home Rule Law of the State of New York (filed with the Department of State of the State of New York as Local Law No. 3 of the Year 1973), amending Article IV, Section 401; Article XX, Section 2001; Article XXI, Section 2101; Article XXII, Section 2301, Article XXVII, Section 2704 (adding Section 2706)**

8. OLD BUSINESS

9. NEW BUSINESS

Presentation on proposed Local Law regarding residency of certain public officers in Chemung County

10. ADJOURNMENT



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Correspondence 04-01 through 04-10

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

04-01 Report of the County Executive - Activities of the 2021 fiscal year for all administrative units

04-02 NYS Southern Tier Clean Energy Newsletter

04-03 Notice of Claim - Cody Theil-Socola v. City of Elmira (Police Department and Public Works Department) and Chemung County (Law Department, Sheriff's Department and Public Works Department)

04-04 Public Hearing Notice letter - CCIDA and Stamped Fittings US, LLC

04-05 Notice of Deviation and Public Hearing Notice Letter - CCIDA and Anchor Glass Container Corporation

04-06 Chemung County Landbank - 2021 Annual Report

04-07 Southern Tier Economic Growth - minutes of annual membership meeting

04-08 REDEC Relending Corp - 2021 Annual Report

04-09 STTAC Newsletter, April 2022

04-10 Chemung County Probation Department - 2021 Annual Report

ATTACHMENTS:

File Name	Description	Type	Upload Date
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No Attachments Available

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming appointment to the Chemung County Traffic Safety Board (Suhey)

Resolution #: 22-148

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Traffic Safety Board appointment due to retirement of Chief Thomas Stickler. The new Horseheads Police Department Chief will be Michael Suhey, Jr. and will fill the unexpired term which will expire on 09/01/22.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Resume_Michael_Suhey.pdf	M Suhey Resume	Cover Memo	3/14/2022

STAMP_ITEMNUMB

Michael J. Suhey Jr.

396 Veteran Hill Road, Horseheads, NY 14845

607-739-9678

CAREER EXPERIENCE

Village of Horseheads Police Department
Part-time Police Officer
June 2018 to Present

Horseheads, New York

Elmira Police Department
Police Officer, Sergeant, Lieutenant
December 1997 to April 2018 (retired)

Elmira, New York

Laramie County Sheriff's Department
Road Patrol Deputy, July 1995 to July 1997

Cheyenne, Wyoming

Onondaga County Sheriff's Department
Road Patrol Deputy, April 1987 to July 1995

Syracuse, New York

EDUCATION

Master of Arts Degree in Criminal Justice
State University of New York at Albany, May 1992

Bachelor of Science Degree in Criminal Justice
Rochester Institute of Technology, April 1987

SPECIALIZED TRAINING

Supervisor Course
Instructor Development

COMMUNITY ACTIVITIES

Chemung County Habitat for Humanity – Project Leader
Horseheads Sister City Association



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution declaring various County-owned property as surplus

Resolution #: 22-149

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing the approval of the disposition of excess, obsolete or broken Chemung County assets by means that are most beneficial to the county, which could be sale, recycling, transfer, scrap or landfill.

ATTACHMENTS:

File Name	Description	Type	Upload Date
SURPLUS_ASSET_LIST_FOR_LEGISLATURE_APPROVAL_Apr_11_2022.pdf	Surplus Asset List	Cover Memo	3/7/2022

STAMP_ITEMNUMB

SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL

Department Lookup	Asset ID	Asset Description	Model Number
BLDGS AND GRDS	NONE	COMPACT STOVE SINK REFRIGERATOR	E630
DATA PROCESSING	NONE	OLD LAPTOP COMPUTER	PROBOOK 640 G1
DATA PROCESSING	NONE	WORKSTATION COMPUTER	M3800
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	PRODISPLAY P232
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	LA2205WG
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	ZR24W
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	ELITEDISPLAY E242
DATA PROCESSING	NONE	DESKTOP COMPUTER	ELITEDESK
DATA PROCESSING	NONE	DESKTOP COMPUTER	ELITEDESK
EMERGENCY MGT	NONE	OLD PORTABLE RADIO	XTS1500
EMERGENCY MGT	NONE	GENERAC GENERATOR @ Chemung Elem School	4485550100
EMERGENCY MGT	NONE	OLD PORTABLE RADIO	HT1000
EMERGENCY MGT	14805	OLD PORTABLE RADIO	XTS1500
PLANNING	NONE	OLD INKJET PRINTER	OFFICEJET PRO 6835
PROJECT 4 BAIL	NONE	DESKTOP COMPUTER	ELITE 800
PROJECT 4 BAIL	NONE	DESKTOP COMPUTER	ELITE 800
SOCIAL SERVICES	NONE	OLD METAL DESK	UNK
TREASURER	NONE	DESKTOP COMPUTER	800 G1



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with U.S. General Services Administration on behalf of the U.S. Department of Homeland Security, Transportation Security Administration for the lease of space at the Elmira Corning Regional Airport

Resolution #: 22-150

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of a lease agreement with the Transportation Security Administration (TSA). The Request for Lease Proposal is for a 10 year term/5 year firm lease.

The current lease is attached for your reference (\$2,867.17/month).

ATTACHMENTS:

File Name	Description	Type	Upload Date
TSA_Proposed_LEASE.pdf	TSA Proposed Lease Agreement	Cover Memo	2/28/2022
TSA_2.29.2020-2.28.2022.pdf	TSA 2.28.20-2.28.22	Cover Memo	2/28/2022

STAMP_ITEMNUMB

LEASE NO. GS-02P-LNY24269

On-Airport Lease
GSA TEMPLATE L201D (OCT 2021)

A. This Lease is made and entered into between

Lessor's Name

County of Chemung whose principal place of business is 203-205 Lake Avenue, Elmira, New York 14902-0588, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Elmira Corning Regional Airport, 276 Sing Sing Road, Horseheads, New York 14845-7901

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

To Have and To Hold the said Premises with its appurtenances for the term beginning upon April 1, 2022, and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: **1,048** rentable square feet (RSF), yielding **1,048** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the concourse and first floors and known as Suite(s) 200, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. INTENTIONALLY DELETED

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2021)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5		Years 6-10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate/ RSF
Shell Rental Rate	\$21,683.12	\$20.69	\$ 21,683.12	\$20.69
Operating Costs	\$28,159.76	\$26.87	\$28,159.76	\$20.69
Full Service Rate	\$49,842.88	\$47.56	\$ 49,842.88	\$47.56

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **3,392** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517A.

E. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
2. INTENTIONALLY DELETED
3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **120** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
GSA Form 3517A, General Clauses	7	B

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$26.87** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier

UEI-DUNS: **079685707**

UEI-SAM: **ZSPKQ36C6GD4**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- a) waste, or,
- b) damages or restoration arising from or related to:
 - (1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - (2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the New York Steward International Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, <https://www.sam.gov/SAM/> prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2021)

The Government may direct the Lessor to use the Government’s designated project management system for post-award and post-occupancy activities.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below) _____
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY _____	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>AS NEEDED</u>		
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> RESTROOM SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>YEAR 5 OF</u>	
			<u>LEASE</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>AS NEEDED</u>	Public Areas <u>AS NEEDED</u>	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **4:00 AM to 11:59 PM**,

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

- a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
- b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

- a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
- b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:

- a. The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
- c. Contact information for the named individual; and
- d. A description of the CUI building information provided.

Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues,

lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2021)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

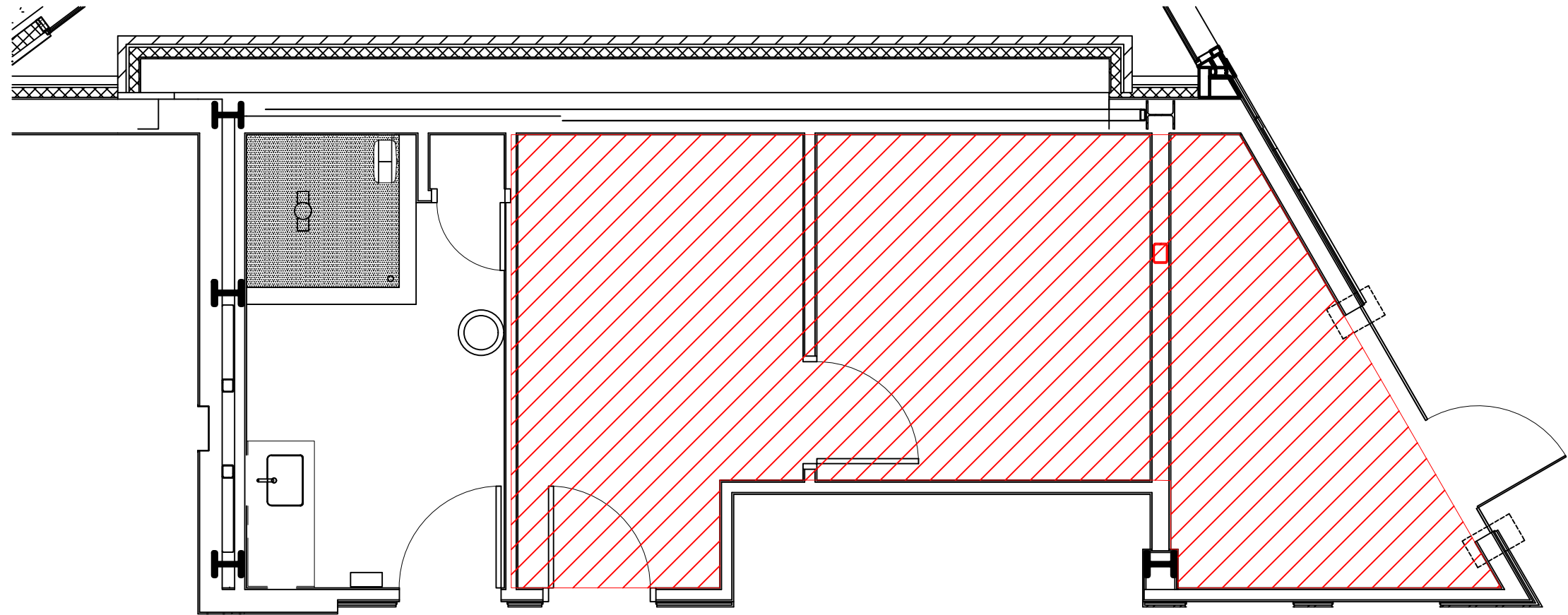
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.


4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

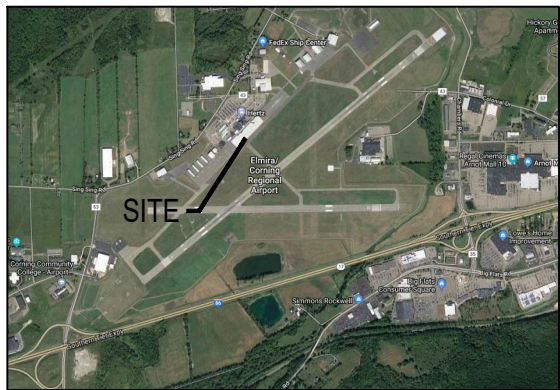
The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

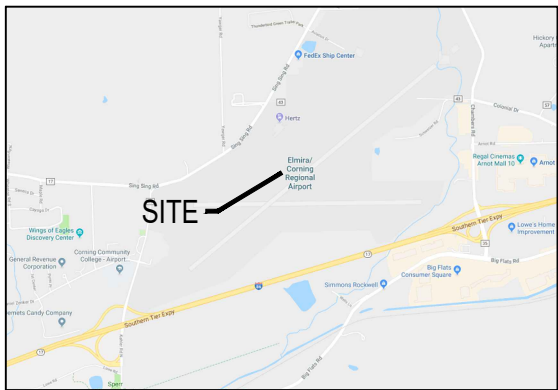
5.01 ~~PROVISIONAL ACCEPTANCE (FEB 2021)~~ INTENTIONALLY DELETED



 **GSA SCALING PLAN : Concourse Level**
SCALE : 1/4"=1'-0"




LOCALITY
SCALE :N.T.S.




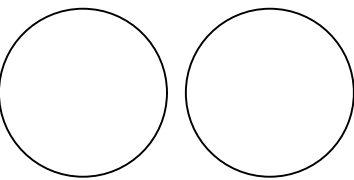
KEY MAP
SCALE :N.T.S.

STAMP_ITEMNUMBER

**LEGEND**

GSA - USABLE OFFICE AREA
±296.09 ANSI/BOMA (ABOA) USF

NOTE: IF INACCURATE/INADEQUATE PLANS ARE SUBMITTED FOR SCALINGS, MEASUREMENTS AND TOTAL SQUARE FOOTAGE CAN ONLY BE APPROXIMATED.

		GENERAL SERVICES ADMINISTRATION NORTHEAST & CARIBBEAN, REGION 2 DESIGN & CONSTRUCTION 1 WORLD TRADE CENTER 55th FL NEW YORK, NY 10007	
PROPERTY OF THE UNITED STATES GOVERNMENT COPYING, DISSEMINATION, OR DISTRIBUTION OF THESE DRAWINGS, PLANS, OR SPECIFICATIONS TO UNAUTHORIZED PERSONS IS PROHIBITED Do not remove this notice Properly destroy documents when no longer needed			
CERTIFICATIONS			
	KEY PLAN		
REVISION NOTES	MARK	DATE	DESCRIPTION
CONTRACTORS	GRAPHIC SCALE		
	A/E CON. NO.	-	
	A/E TASK NO.	-	
	CONS. CONTR.	-	
	CONS. WORK	-	
	PRIME A/E	-	
	SUB A/E	-	
	CONSTR. CON.	-	
	NAME	Transportation Security Administration	
	STREET	Elmira-Corning Regional Airport	
BUILDING	CITY/ST./ZIP	Horseheads NY 14845	
	BUILDING NO.	-	
	OTHER	-	-
	BUILDING NOs.	-	-
PROJECT	FACILITY CODE	TTO	
	PROJECT TITLE	-	
	PROJECT DESCRIPTION	GSA SCALING - GENERAL OFFICE SPACE	
	PROJECT NO.	-	
	GSA PM	Julius Byrd - 2PRU	
	SUBMISSION	Scaling request	
	SUB. DATE	10.03.18	
	DRAWING TITLE	GSA SCALING - ELMIRA NY	
	FILE NAME	-	
	FLOOR NO.	Concourse Level	
DRAWING	DRAWN BY	DT	DATE DRAFTED: 10.03.18
	CHECKED BY	JB	SHEET SIZE: 11 X 17
	DRAWING NO.	A SC 01	
	DISCIPLINE	SHEET	001 OF 001

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

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(3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- 1. An adjustment of the delivery date;

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2. An equitable adjustment in the rental rate; or
 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the

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Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service

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that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9. INTENTIONALLY DELETED

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be

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found at <http://www.acquisition.gov>)

FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. LNY-23286
ADDRESS OF PREMISES EMIRA-CORNING REGIONAL AIRPORT 276 SING SING RD HORSEHEADS NY 14845-7901	PDN Number:

THIS AMENDMENT is made and entered into between **County of Chemung, State of New York**

whose address is: 203-205 Lake Avenue
Elmira NY 14902-0588

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease (1) to extend the Lease term; (2) to confirm operating cost adjustments; (3) to confirm the lease shall be accessible to persons with disabilities in accordance with the Accessibility Standard.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended effective February 29, 2020 as follows:

1. The term of the lease is hereby extended for a term period of twenty-four (24) months effective February 29, 2020 through February 28, 2022, at an increased annual rate of \$34,406.02 (1,048 Rentable Square Feet (RSF) X \$32.83 per RSF) subject to annual operating cost escalations.
2. For the purpose of operating cost adjustments, the base year shall remain the same.
3. For the purpose of real estate tax escalations, the base year and percentage of occupancy shall remain the same.
4. The leased space shall be accessible to persons with disabilities in accordance with the Accessibility Standard.
5. All other terms and conditions of the lease shall remain in force and effect.

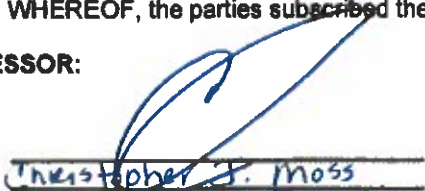
This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
 Name: Christopher J. Moss
 Title: Chemung County Executive
 Entity Name: County of Chemung
 Date: 1-29-20

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Thomas L. Freeman
 Title: Director of Aviation
 Date: 1-29-20



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending agreement with Seneca Mineral Company on behalf of the Elmira Corning Regional Airport

Resolution #: 22-151
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing Seneca's Mineral's price increase for runway deicing fluid on behalf of the Elmira Corning Regional Airport (RFB-2345). Due to the current situation in the U.S., Seneca Mineral's supplier has raised their price by \$0.26 per gallon for Alpine RF-11 FAA Compliant 50% Potassium Acetate liquid runway deicer. The current contract price is \$5.39 per gallon. Seneca Mineral is asking that the price be increased to \$5.65 per gallon to offset the increase. With the price increase, Seneca Mineral would still be low bidder, RFB-2345.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2020-2022_Methanol_Price_Increase_Index.pdf	Methanol Price Increase Index	Cover Memo	3/3/2022
2022_Jan_01_Seneca_Price_Modification_Announcement.pdf	Seneca Price Modification	Cover Memo	3/3/2022
Price_Increase_Request.pdf	Price Increase Request	Cover Memo	3/3/2022
Copy_of_RFB-2345.xls	RFB-2345	Cover Memo	3/3/2022

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Methanex Monthly Average Regional Posted Contract Price History

Jan-20	\$1.03	\$342	€ 275	\$275	n/a
Feb-20	\$1.19	\$396	€ 275	\$335	n/a
Mar-20	\$1.19	\$396	€ 275	\$310	n/a
Apr-20	\$1.08	\$359	€ 260	\$260	n/a
May-20	\$0.94	\$313	€ 260	\$225	n/a
Jun-20	\$0.87	\$289	€ 260	\$215	n/a
Jul-20	\$0.83	\$276	€ 235	\$215	n/a
Aug-20	\$0.83	\$276	€ 235	\$245	n/a
Sep-20	\$0.86	\$286	€ 235	\$260	n/a
Oct-20	\$1.01	\$336	€ 275	\$300	n/a
Nov-20	\$1.14	\$379	€ 275	\$310	n/a
Dec-20	\$1.20	\$399	€ 275	\$350	n/a
Jan-21	\$1.45	\$482	€ 390	\$405	n/a
Feb-21	\$1.48	\$492	€ 390	\$430	n/a
Mar-21	\$1.48	\$492	€ 390	\$430	n/a
Apr-21	\$1.56	\$519	€ 410	\$430	n/a
May-21	\$1.63	\$542	€ 410	\$430	n/a
Jun-21	\$1.63	\$542	€ 410	\$430	n/a
Jul-21	\$1.63	\$542	€ 410	\$420	n/a
Aug-21	\$1.63	\$542	€ 410	\$420	n/a
Sep-21	\$1.78	\$592	€ 410	\$460	n/a
Oct-21	\$1.83	\$609	€ 490	\$510	n/a
Nov-21	\$2.08	\$692	€ 490	\$600	n/a
Dec-21	\$1.93	\$642	€ 490	\$520	n/a
Jan-22	\$1.86	\$619	€ 505	\$500	\$430

December 29, 2021

Lori Shollenberger, President
Seneca Mineral Company
8431 Edinboro Road
Erie, PA 16509

Re: NASi Price Change Notification Effective 1/1/2022 – 3/31/2022

Product: Alpine RF-11, Alpine Ice Melt
Price Increase: \$0.26 / gallon
Packaging: Bulk and Packaged
FOB: NASi plant

Product: NASi SF (all brands)
Price Increase: \$0.03 / lb.
Packaging: Bulk and Packaged
FOB: NASi warehouses

Manufacturing costs continue to rise, in both acetic acid costs, as well as potassium hydroxide. We also continue to see annual 4-6% rail cost increases to deliver raw materials to our plants. KOH producers have already indicated that we will see another increase on January 1, 2022 which will be even larger than the last two we have taken. Taken together, the raw materials have increased at ~30%. Freight costs have increased at ~25%, and fuel surcharges are much higher, reflecting the cost of refined fuels. We continue to evaluate the impact of these increases on our production capability.

All prices are subject to change or withdrawal without notice and are effective only if the market situation exists. All prices are subject to applicable taxes, adjustments and all terms and conditions of our agreement (if applicable).

As always, your account manager is available to address any questions or concerns you may have regarding this price modification announcement. We value the trust you place in us as a supplier, and we apologize for the inconvenience this may cause you.

Sincerely,

Nachurs Alpine Solutions, LLC

Lori Shollenberger
8431 Edinboro Road
Erie, PA 16509
814.476.0077

800.291.9222 814.476.0066 fax
senecamineral@gmail.com email
www.senecamineral.com website



We're Worth Our Salt!

Salt Brine—Calcium & Mag Chloride
Potassium Acetate—Alpine Ice Melt
Poly Storage Tanks—Poly Septic Tanks
Fiberglass Storage Tanks— Poly Fittings
Spray Systems—Road Stabilization
Deicing and Dust Control Products
FAA Approved Runway Deicer

January 12, 2022

Chemung County-City of Elmira Purchasing Department
John H. Hazlett Building – 2nd Floor
203 Lake Street, PO Box 588
Elmira, NY 14902-0588

RFB-2345 To Provide and Deliver Runway Deicer

RE: Request for Price Increase

Chemung County Officials,

It is with great regret I write this letter requesting a price increase. Due to the current situation in the US, our supplier has raised our price by \$0.26 per gallon for Alpine RF-11 FAA Compliant 50% Potassium Acetate liquid runway deicer. This price became effective January 1, 2022. The combination of the increase in the cost of raw materials, lack of workers and absenteeism of workers due to Covid have combined, making the cost to product potassium acetate sky rocket. I have attached a letter we received from our supplier, Nachurs Alpine Solutions, stating their reason for the price increase. I might add that the cost of freight has tripled in some cases also. We are not asking for any increase due to freight, but only the extra \$0.26 per gallon that we are now being charged by our supplier since January 1, 2022.

Our current contract price is \$5.39 per gallon. We are asking that price be increased to \$5.65 per gallon to offset the increase we will now incur with each gallon of Alpine RF-11 we procure.

Please know this is not something we normally do, but we are up against the wall with this one. We can't absorb the \$0.26 per gallon increase. If we are not granted the price increase, I'm afraid we will have to default on our contract because we can't operate at a lost in order to fulfill the contract.

I have attached all the price increase substantiating information I have. Please let me know your decision as soon as possible. Until we have a decision from the County, we will not be able to fill any orders you may place with us. We are in the same situation with all contracts we have, so I'm sorry it has taken until today for me to send this letter to you. We are not in the same world we were last year at this time I'm afraid.

Regards,

Lori Shollenberger

Denise (Lori) Shollenberger, President
Seneca Mineral Company



STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2345 - To Provide and Deliver Runway Deicers

Bid Opening: September 10, 2021

Bidders:	Bid Item A: Potassium Acetate Runway Deicing Fluid Per Specifications Price per Gallon	Bid Item B: Runway Solid De-Icing Material Product Per Specifications	
		Product Name	Price Per 1000kg Super Sack
Schoenberg Salt Company *	\$6.10	blank	\$1,950.00
Clariant Corporation **	NB	SafewaySF	\$1,590.00
Peters Chemical Company *	E36 cryotech 6.95	NAAC Cryotech	\$2,750.00
Seneca Mineral Company	\$5.39	Iccare SF	\$2058.00 for 8 sacks ea; \$2096.00 for 1 ea

* missing seal on Waiver of Immunity

** Sexual Harrassment form not notarized

STAMP_ITEMNUMBER



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Fire Alarm Service Technology, Inc. on behalf of the Chemung County Department of Buildings and Grounds (Wings of Eagles Fire Alarm Service)

Resolution #: 22-152

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing the acceptance of Fire Alarm Service Technology, Inc. (FAST) to convert Wings of Eagles Fire Alarm Monitoring and Inspection Service from Sonitrol to FAST at an initial cost of \$2,265.00 (2022). This service is currently provided through Sonitrol Security System of Buffalo, Inc. All other county fire alarm monitoring and inspection services are currently provided through FAST - Resolution 22-021. The initial cost of \$2,265.00 would be the first year's expense. The annual fees beginning 2023 will be included in the current FAST contract at a cost of \$1,285.00 annually. This is at a significant savings from the current provider, will convert us over to a local provider, and convert WOE to the provider that handles all other fire alarm systems for the county.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Fire_Alarm_Service_Letter.pdf	Fire Alarm Service Letter	Cover Memo	2/8/2022

STAMP_ITEMNUMB

Fire Alarm Service Technology, Inc.
958 Pennsylvania Avenue
Elmira, NY 14904
P: 607.733.0404 F: 607.733.5053
WWW.FASTFIREALARMS.COM



January 29, 2022

Chemung County Buildings and Grounds
Attn: Mr. Don Bishop
217 Madison Avenue
Elmira, NY 14901

RE: Wings of Eagles Fire Alarm Monitoring

Dear Don,

Fire Alarm Service Technology, Inc. is pleased to provide you with the following quotation for monitoring the fire alarm system at 339 Daniel Zenker Drive Horseheads, NY 14845 Wings of Eagles Discovery Center.

- ☐ We will reprogram your existing fire alarm system to report to our monitoring service for a cost of \$565.00, this includes the 1st year of monitoring services.
- ☐ We will provide monitoring services for an annual fee of \$315.00/per year.
- ☐ If you would prefer to install a cellular communicator, we will provide, install, program, and inspect (1) SLE-LTEVi-CFB Cellular communicator for a cost of \$970.00, this includes the 1st year of cellular service.
- ☐ We will provide you with cellular service for an annual fee of \$245.00/per year.
- ☐ We will provide you with a 100% fire alarm inspection for a cost of \$725.00

This quote is based on the current NYS Prevailing Wage rate.

This quote does not include any painting and/or patching, any applicable taxes, any applicable engineering fees, and/or any applicable permit fees.

If you have any questions, feel free to give our office a call.

If you accept this proposal and would like us to complete the quoted work, please sign and date this quote and return it to our office via email at quotes@fastfirealarms.com or fax 607.733.5053

Print Name: _____ Signature: _____

Date: _____ PO or Job Number: _____

Thank You,

Michael E. Wood, SET
Fire Alarm Service Technology, Inc.



958 Pennsylvania Avenue Elmira, NY 14904 PH: 607-733-0404 FX: 607-733-5053

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (inmate dental services)

Resolution #: 22-153

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing an agreement with Daniel M. O'Connell, DMD, to provide dental services to inmates at the Chemung County Jail from 01/01/22 to 12/31/22, to be billed monthly per service, following the NYS Medicaid Dental Fee Schedule, not to exceed \$15,000 for the term of the Agreement.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022_O_Connell_Dental_Contract.pdf	2022 O'Connell Dental Contract	Cover Memo	2/7/2022

STAMP_ITEMNUMB

A G R E E M E N T

THIS AGREEMENT made between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "**COUNTY**"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902-0588,

AND

DANIEL M O'CONNELL, DMD, (hereinafter referred to as "**PROVIDER**") having his principal place of business at 2511 Corning Road, Elmira, NY 14903

W I T N E S S E T H

WHEREAS the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York; and as outlined in **ATTACHMENT A**, and

WHEREAS the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY** and,

WHEREAS the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the **COUNTY** wishes to make these services available to those persons eligible under applicable Laws.

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall become effective **January 1, 2022** and shall terminate on **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT B**, accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The **COUNTY** will provide payment to the **PROVIDER** as described in **ATTACHMENT D**, attached hereto and made a part hereof.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

RECORDS RETENTION

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

CLAIMS, PAYMENTS AND AUDITS

9. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

INSURANCE

10. The PROVIDER agrees to procure and maintain insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Before commencing the work, the PROVIDER shall furnish the COUNTY with a Certificate of Insurance or Binder showing that it has complied with this Exhibit, which certificate or proof of Professional Liability Insurance shall not be changed or cancelled until thirty (30) days written notice has been given to the COUNTY.

This Certificate of Insurance, if required, shall name the COUNTY as additional insured and will be attached to this Agreement as **ATTACHMENT "C"**.

HOLD HARMLESS INDEMNIFICATION

11. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

NEPOTISM/CONFLICT OF INTEREST

12. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

TERMINATION

13. Each party shall have the right to terminate this Agreement by giving 60 days prior written notice to the other party.
 - A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.
 - B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of

this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

- C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:
- 1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.
 - 2) Not incur any further obligations pursuant to this Agreement beyond the termination date.
 - 3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

NON-DISCRIMINATION

14. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil

monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

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

COOPERATION

16. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

SECTARIAN PURPOSES

17. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER's employees through this Agreement which become part of the employee's personal spending money.

LOBBYING

18. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

GENERAL PROVISIONS

19. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
20. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.
21. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.
22. The following additional schedules are attached and made a part hereof: **Exhibit 2.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____

**SHERIFF
WILLIAM A. SCHROM**

DATE: _____

COUNTY OF CHEMUNG

BY: _____

**COUNTY EXECUTIVE
CHRISTOPHER MOSS**

DATE: _____

DANIEL M O'CONNELL, DMD

BY: _____

**Authorized Signature
Fed.I.D.# _____**

Daniel O'Connell, DMD

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STAMP_ITEMNUMB

Attachment A = Service Description/Protocols

Attachment B = Budget

Attachment C = Insurance Certificate

Attachment D = Payment Schedule(s)

Exhibit #1 = Insurance Requirements

Exhibit #2 = Authorizing Resolution

Department Head Approval/Initials: _____

ATTACHMENT "A"

SERVICE DESCRIPTION

PROVIDER shall be responsible for the following:

1. Supervision of the dental needs of all inmates in the Chemung County Jail.
2. Adequate office space, equipment, supplies, materials and publications necessary for the delivery of dental care consistent with the standards of the American Correctional Association and the National Commission on Correctional Health Care.
3. PROVIDER and COUNTY agree that such duties and responsibilities can be accomplished within eight (8) hours per month.
4. Referrals to specialists as necessary.
5. COUNTY shall be responsible for keeping and maintaining all inmate Medical Records.
6. COUNTY agrees that once an inmate of the COUNTY jail is no longer located at the COUNTY jail (for any reason) then the relationship between PROVIDER and said inmate is terminated.
7. COUNTY agrees that the relationship between PROVIDER and inmates will terminate once incarceration ends, and PROVIDER is under no obligation to continue further treatment.

THE COUNTY SHALL PROVIDE:

- 1) Funding for medical treatment of inmates (e.g., hospitalization, X-rays, laboratory work, etc.)
- 2) Orientation to PROVIDER of COUNTY policies, records and procedures.
- 3) Medical Records storage pursuant to NYS laws.

ATTACHMENT "B"

BUDGET

The PROVIDER agrees to charge the COUNTY per service provided, following the New York State Medicaid Dental Fee Schedule. Services shall not exceed \$15,000 for the year.

ATTACHMENT "C"
CERTIFICATE OF INSURANCE

ATTACHMENT "D"

PAYMENT SCHEDULE

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
DENTAL	SHERIFF	MONTHLY-PER SERVICE PROVIDED

EXHIBIT "1"

CERTIFICATE OF INSURANCE REQUIREMENTS

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain PROFESSIONAL LIABILITY INSURANCE in the sum of at least ONE MILLION DOLLARS (\$1,000,000.00).

PROVIDER is further required to furnish copies of proof of said coverages in Certificates of Insurance naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates of Insurance must include the term of this Agreement or PROVIDER shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the PROVIDER or by subcontractors.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the PROVIDER for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Should the PROVIDER's insurance be written on a claims made basis, the PROVIDER agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, PROVIDER will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send us a Certificate of Insurance as evidence of the coverage required by this paragraph.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Memorandum of Agreement with the Elmira Water Board on behalf of the Chemung County Sewer Districts (purchase water consumption data)

Resolution #: 22-154

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

CCSD is requesting authorization to enter into an agreement with the Elmira Water Board (EWB) to purchase water consumption data. CCSD purchases water consumption data from the different water suppliers of the districts to determine sewer usage and bill residents for this usage. EWB supplies the water consumption data for approximately 16,000 sewer district customers. The last agreement with EWB, dated 08/27/2010, called for a rate of \$0.96 per record with an annual increase equal to the Consumer Price Index increase, if any. CCSD has paid \$1.00 a record for the past several years. The new agreement proposes the rate of \$1.10 per record for 2022, \$1.20 per record for 2023 and \$1.22 per record for 2024. The agreement would automatically renew each year thereafter, subject to a 2% annual increase each year. The CCSD has sufficient budget to cover the incremental increase for 2022.

ATTACHMENTS:

File Name	Description	Type	Upload Date
EWB_Agreement.pdf	EWB Agreement	Cover Memo	2/8/2022

STAMP_ITEMNUMB

AGREEMENT

THIS AGREEMENT made this 25th day of January, 2022.

PARTIES:

The Elmira Water Board, hereinafter called "EWB" and the Chemung County Sewer District No. 1, and the Chemung County-Elmira Sewer District, hereinafter called "District".

PURPOSE:

The EWB shall furnish and supply to the District, the following information, to wit:

Water consumption data for each user in the CCSD No 1 and CCESD boundaries which EWB has metered and read periodically and data recorded by EWB.

It is agreed that the information as above stated will be of the same or similar formatting as provided by EWB to the District in previous years in order that the District receives the information for its billing purposes.

CONSIDERATION:

The District shall pay to the EWB the following consideration each year by

Date

- (a). For the year 2022, the sum of \$1.10 per account.
- (b). For the year 2023, the sum of 1.20 per account.
- (c). For the year 2024, the amount paid per account in 2023, plus an increment 2%, totaling \$1.22.

TERM:

The Elmira Water Board shall supply the information as above stated for the years 2022, 2023, and 2024. Thereafter, the agreement shall re-new automatically each year, subject to annual increases of 2%. The agreement may be cancelled by either party with 60 days notice.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed and sealed by their properly authorized officer as of the day and year first above written.

ELMIRA WATER BOARD

By: Martin D. Chalk
Martin D. Chalk, President

CHEMUNG COUNTY SEWER DISTRICT NO. 1

By: _____
Thomas Rhoads, Acting Executive Director

CHEMUNG COUNTY-ELMIRA SEWER DISTRICT

By: _____
Thomas Rhoads, Acting Executive Director



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Napoli Shkolnik, PLLC on behalf of the Chemung County Sewer Districts (Rural Water Cost Recovery Program)

Resolution #: 22-155

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing an agreement between the law firm of Napoli Shkolnik PLLC and the Chemung County Sewer Districts. The EPA has released a plan to set enforceable limits for the amount of perflourooctanoic acid and perfluorooctane sulfonate, collectively known as PFAS, that can be released into the environment. CCSD is requesting authorization to enter into an agreement with Napoli Shkolnik PLLC to join the Rural Water Cost Recovery Program. If a settlement is reached, this agreement would make CCAS eligible for cost recovery associated with current and future expenses that may be incurred from PFAS testing, treatment and remediation. There is no cost to register for this program. Napoli Shkolnik PLLC would be paid 30% of any sum recovered.

ATTACHMENTS:

File Name	Description	Type	Upload Date
A_Message_From_The_Managing_Partner.pdf	A Messsagbe from the Managing Partner	Cover Memo	2/8/2022
NYRWA_Flyer_11.03.2021_compressed-_PFAS.pdf	NYRWA Flyer	Cover Memo	2/8/2022
PFAS_Overview.pdf	PFAS Overview	Cover Memo	2/8/2022
RETAINER_PROPOSAL_PFAS.pdf	Retainer Proposal	Cover Memo	2/8/2022

STAMP_ITEMNUMB

A MESSAGE FROM THE MANAGING PARTNER – Harold Naughton

Re: PFAS Cost Recovery Project: CONFIDENTIAL ATTORNEY WORK PRODUCT

Hoping you've had a great year so far and are looking forward to the holidays with optimism and cheer. I'm attaching some information about my firm's work on PFAS Cost Recovery for water and wastewater utilities that I hope you will find both informative and helpful.

After spending twenty-six years in the Massachusetts House representing northern Worcester County, I am proud to have joined Napoli Shkolnik PLLC (Napoli) as Managing Partner of both the Public Client Practice Group and our PFAS Cost Recovery Program. It's always great to speak to those involved in water operations, as my dad spent 40 years with the Clinton Water Department retiring as a working foreman.

As those of you are likely aware, PFAS is getting continued and deeper scrutiny throughout the country. https://www.ewg.org/interactive-maps/pfas_contamination/

OUR EXPERIENCE AND LEADERSHIP

Napoli, with over 30 years of experience, has the capability to successfully advise and represent Your community. Our firm has demonstrated, through national leadership roles in numerous mass tort and class action cases, that we have both the financial resources and the legal, human, intellectual, and technological capital to successfully pursue and obtain substantial results to benefit its clients in this PFAS Cost Recovery Program. Notable examples of this expertise include leadership in the current AFFF litigation (Aqueous Film Forming Foam), as well as in Opioid and other related drug and device cases. Our firm is able and prepared, as necessary, to advance and invest millions of dollars in time and out-of-pocket expenses, with the firm's recovery contingent upon a successful outcome, in the pursuit of the Your community claims in PFAS contamination matters.

OUR TEAM

The legal team Napoli has committed to this litigation is comprised of five partners (including myself), eighteen associates, as well as paralegal and technology support staff. We maintain low rates of turnover, assuring consistency in our work.

Please let me provide you a few specifics about this firm I've been proud to join. Mr. Paul Napoli will be serving as our primary attorney in this litigation and is nationally

renowned for his leadership in the area of environmental mass tort, complex liability cases, and representing municipalities, with more than 25 years of experience. Notably, and specifically important in this case, Paul has been appointed Co-Lead Counsel in *the In re: Aqueous Film-Forming Foams (AFFF) Products Liability Multi District Litigation* (MDL) 2873 by Judge Richard M. Gergel, the District Judge in the District of South Carolina overseeing the AFFF MDL. In short, Paul has been and will be at the table for every significant decision, procedure and activity in this case. This will mean that our ability to represent the interests of Your community will be front and center.

Mr. Napoli and our team of attorneys tackling this litigation have significant experience in environmental litigation, and is organized to address PFOA contamination, environmental hazards, air pollution, pesticides, hazardous waste, oil spills, water contamination disease clusters, fracking and energy exploration and soil contamination.

INDUSTRY RECOGNITION

Napoli attorneys have been recognized by some of the most prestigious publications, including the “Top 100 Trial Lawyers” and “Top 10 Environmental Trial Lawyers” by National Trial Lawyers. We have also been included in the invitation-only Multi-Million Dollar Advocates Forum® for the numerous multi-million-dollar verdicts and settlements we have been able to secure on behalf of our clients.

Fortune Magazine has recognized Napoli as “America’s Premier Lawyers”, our attorneys are regularly named to Super Lawyers® lists across the country, and the firm was selected as one of the “Best Law Firms in New York” in 2019 by *U.S. News & World Report*. In all, our team is not just able to demonstrate consistency and stability in practice, but rather, exceeding this requirement by demonstrating a stellar track record that would be instrumental in representing Towns in this PFAS Cost Recovery Action and progress.

OUR RESULTS

Napoli Shkolnik PLCC has the capacity to successfully represent Your community in this cost recovery litigation. We are able and prepared, as necessary, to advance and invest considerable resources in time and out-of-pocket expenses necessary for proposed representation cost recovery program. In recent years our firm has successfully resolved and self-funded the following mass litigations:

1. \$816.45 million settlement for World Trade Center recovery workers;
2. \$1.2 billion settlement of pharmaceutical litigation;
3. \$52 million settlement of an MTBE environmental litigation;
4. \$28 million supplemental settlement for World Trade Center recovery workers;
5. \$10 million+ awarded for asbestos victims.

In a sense, your community is ahead of the curve, having taken action to begin planning and remediating the impact of PFAS/PFOA. This forward-looking action by your administration will help to set you up for success.

OUR RESOURCES

Our firm has the significant resources required to handle the voluminous motion practice and discovery demands which will be required in this lawsuit. We are committed and prepared to fund this complex and expansive litigation leveraging our significant experience in litigating mass tort and class action matters which normally require the receipt, organization, and analysis of millions of documents. I ask that you take a moment to consider our success in the past as evidence of our ability to produce an outstanding result for Your community in this case.

I want to again thank you for taking the time to consider Napoli's proposal to represent Your community in this litigation. If I may make one final point, let it be this. If Your community chooses to retain this firm, you will have counsel who is available and accessible, both in person and virtually, always. Additionally, I feel my long experience in the Legislature and State and Federal government will allow me to stay attuned and continue to advise Your community in this quickly changing regulatory environment.

Additionally, Napoli maintains a full-time lobbying component in Washington, DC. We are tracking developments in the infrastructure legislation and other water and related legislation coming out of the House and Senate. Our goal is to keep our clients aware of other funding opportunities in addition to our cost recovery program. We truly feel ours is a full-service law firm.

Please feel free to call me at (978) 852-3643 with any questions and I truly hope we can speak again soon.

All the best,

Hank Naughton

Hank Naughton
Partner

REFERENCES

The below client list is included as documentation of the vast experience Napoli has in representing governmental entities and water and wastewater utilities. In the AFFF MDL, Napoli currently represents over one hundred counties, cities, private and public water district providers, other governmental entities and is Counsel to the National Rural Water Association, and organization with over 31,000 members.

A list of some of these entities with references is below:

Nassau County	Jared A. Kasschau, Esq.	Nassau County Attorney	(516) 571-3056	One West Street Mineola, NY 11501
Hicksville Water District	Nicholas Brigandi	Chairman of the Board	(516) 931-01844	4 Dean Street Hicksville, NY 11801
Town of Southampton	Jay Schneiderman	Supervisor	(631) 287-5740	116 Hampton Road Southampton, NY 11968
City of Dayton	John C. Musto	Chief Trial Counsel, Department of Law, Civil Division	(937) 333-4116	101 West 3 rd Street Dayton, OH 45401
City of Tucson	Mike Rankin		(520) 791-4221 mike.rankin@tucsonaz.gov	255 W Alameda Street Tucson, AZ 85701
Town of Marana	Frank Cassidy	City Attorney Town of Marana Legal Department	fcassidy@maranaaz.gov	11555 W Civic Center Dr Bldg A3 Marana, Arizona, 85653- 7006
Hampton Bays Water District	James Burke	Town Hall	(631) 287-3065 jburke@southamptontownny.gov	116 Hampton Road, Southampton, NY 11968
Southside Water Works and Sewer Board	Brandon Sewell	Maintenance Superintendent	(256) 442-8707	3001 AL-77 Southside, AL 35907
Weirton Water Board	Butch Mastrantoni		(304) 797-8591	200 Municipal Plaza Weirton, WV 26062

Other Environmental Clients past and present relevant to this project include the following:

Albertson Water District	Bethpage Water District	City of Glen Cove Water District	Greenlawn Water District	Manhasset-Lakeville Water District
		Freon Contamination of Supply Wells (2010-2015)	VOC contamination for supply wells (Present)	
Aqua NY of Sea Cliff	Carle Place Water District	Garden City Park Water District	Hampton Bays Water District	Oyster Bay Water District
Town of Huntington/Dix Hills Water District	Town of Southampton	Village of Garden City	Village of Mineola	Tampa Bay Water District (Florida)
VOC contamination for supply wells (Present)				

Pascoag Utility District (Rhode Island)	National Rural Water Association Sam Wade, CEO Emeritus	Hicksville Water District 1,4- Dioxane Contamination of Supply Well #4 VOC Contamination of Supply Well #5 (2013-2014) Perchloroethylene (PERC) Contamination of Supply Well 11- 1 (2009- 2012)	Alligator Water and Sewer District (South Carolina) DBCP and EDB pesticide contamination of supply wells (2012-2015)	Methyl Tertiary Butyl Ether (MTBE) Contamination Clients (2001-2014)
Manhasset-Lakeville Water District	Plainview Water District	South Huntington Water District	Tampa Bay Water District (Florida)	City of Crystal River (Florida)
Oyster Bay Water District	South Farmingdale Water District	Town of East Hampton	Homosassa Water District (Florida)	Village of Westbury
Town of Riverhead Water District	Village of Hempstead	Village of West Hempstead Water District		



NEW YORK PFAS COST RECOVERY ALERT

EPA 3-YEAR PLAN RELEASED

The EPA has released a 3-year plan which includes establishing a Maximum Contaminant Level (MCL) under the Safe Drinking Water Act which will make the standard federally enforceable once established. The agency is also in the process of labeling certain compounds of this "Forever Chemical" as a hazardous substance. The maximum contaminant level, established by EPA, may be lower than the 10 ppt the current standard in New York, and depending on the compounds labeled as hazardous substances, may impact biosolid disposal for wastewater systems.



New York Rural Water encourages all systems, regardless of detection levels, to register onto the Rural Water Cost Recovery Program to be eligible to recover any cost associated with PFAS testing, treatment and remediation when a settlement is being reached. Systems must be registered prior to a settlement being reached and while there is no deadline, settlement talks are ongoing.

There is no threshold or cost to register onto the cost recovery rolls. Registration will make the system eligible to recover current and future cost. Registration also provides a positive message to the ratepayer that the utility has taken steps to lessen the financial burden of PFAS contamination.

POTENTIAL CONTAMINATION SOURCES

- Landfills
- Firefighting Facilities
- Airports
- Bio Solid Disposal on Land
- Manufacturer

THERE ARE NO THRESHOLDS OR COSTS TO REGISTER.

- The action taken is cost recovery not punitive.
 - It is filed against the global manufactures of these forever compounds thus does not impact a local company who may have used them.
- There is no threshold to register, even if the system has not tested. Definitely, if there are detects at any level, the system should register onto the cost recovery rolls.
- There is no upfront cost to register onto the rolls and benefit from this action. The program can be described as an insurance policy without a premium.

REGISTER NOW!

HOW TO REGISTER?

Again, there is no threshold to register your utility and protect your utility and ratepayers from this financial burden. There are 3 ways to register your utility:

Register at www.napolilaw.com/nrwa-pfas.

There is also additional information on PFAS, the cost recovery action and the law firm.

- Email **Sam Wade**, former CEO of the National Rural Water Association, at Swade@napolilaw.com
- Contact **Sam Wade** by phone at **(580) 917-1425**

**THE NEW YORK RURAL WATER ASSOCIATION
ENCOURAGES ALL SYSTEMS TO REGISTER NOW.**

Formal presentations are also available to your utility and can be arranged by contacting **Sam Wade** at Swade@napolilaw.com or **(580) 917-1425**.

CONTACT SAM WADE

PFAS CONTAMINATION

These "Forever Chemicals" are being found increasingly in the groundwater and drinking water supplies in communities throughout the country.



WHAT IS PFAS?

Perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonate ("PFOS") (collectively "PFAS") are part of a group of man-made perfluorinated chemicals that were used in common industrial and household products, including firefighting foam and Scotchgard.

Due to the chemical nature of PFOA and PFOS as a surfactant, it was able to be mixed with water and sprayed as foam on fires, putting a film on the fire to separate oxygen from the fuel surface, and therefore able to stop the chemical reaction from burning.

This firefighting foam, or Aqueous Film Forming Foam ("AFFF") was widely used particularly at municipal airports and military bases for training purposes and to combat jet fuel spills. The foam seeped through the soil at these sites and, through migration and runoff, leached into underground aquifers and surface water bodies used for drinking water.



THERE IS NO SAFE LEVEL OF EXPOSURE

WHO IS RESPONSIBLE?

PFOA was produced by eight major U.S. companies, including: Arkema, Asahi, Ciba, Clariant, Daikin, DuPont, 3M/Dyneon, Solvay, and Solaxis. PFOS was solely produced by one company in the United States: 3M Company. Although these manufacturers agreed to phase-out AFFF containing PFAS several years ago, recent testing has led to the discovery of widespread contamination in drinking water supplies in many states.

PLAINTIFFS INVOLVED IN PFAS LITIGATION

The cases in the MDL involve a variety of plaintiffs and claims, including class actions brought on behalf of residents in areas where AFFF contamination occurred, lawsuits involving individual personal injury claims, and actions brought on behalf of states, municipalities, and public water districts for costs associated with treating contaminated water systems.



PAUL J. NAPOLI, *Of Counsel*

Co-Lead Counsel in the
AFFF Products Liability Litigation

In addition to litigating extensively on behalf of clients for environmental contamination, Mr. Napoli is known for his dedicated representation of 9/11 responders and other rescue and recovery workers who became ill or were injured during rescue, recovery and debris-removal activities at the World Trade Center in the months following 9/11.



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PFAS: EMERGING CONTAMINANTS

ENVIRONMENTAL AND HEALTH CONCERNS

PFAS can remain in the environment, particularly in water, for many years and can move through air, soil and into groundwater. PFAS has also been found to bioaccumulate in humans and animals. People can be exposed to PFAS through food, drinking water, and/or biodegradation of consumer products. These contaminants are readily absorbed by the body and, once ingested, may persist in the body for long periods of time. The body of scientific studies supporting a connection between serum levels and disease include those conducted in the US and Europe.

One of the most often cited studies was conducted by the C8 Science Panel, formed as the result of a settlement in a class action lawsuit against DuPont, found a probable link between PFOA and the following six diseases:

- Kidney Cancer
- Testicular Cancer
- Ulcerative Colitis
- Thyroid Disease
- Pregnancy Induced Hypertension (including preeclampsia)
- Hypercholesterolemia

STATE ACTION AND REGULATORY LIMITS

The trigger for the current wave of litigation in the U.S. regarding PFAS came when in May 2016, the EPA issued Lifetime Health Advisories and Health Effects Support Documents for PFOA and PFOS recommending that exposure to PFOA and PFOS not exceed 70 parts per trillion in drinking water. While health advisories are non-regulatory, they reflect the EPA's assessment of the best available peer-reviewed science. In addition, the Agency for Toxic Substances and Disease Registry (ATSDR) and Center for Disease Control and Prevention (CDC) have also issued an Interim Guidance to aid physicians with patient consultations which identifies health effects associated with exposure.

Although EPA's health standard is only advisory, they have made it clear that they are taking the necessary steps to set enforceable limits for both PFOA and PFOS under their PFAS Action Plan. More importantly, many states either have or are considering much more stringent and mandatory Maximum Contaminant Levels (MCLs) including California, Minnesota, New Hampshire, New Jersey, and Vermont. In New Jersey, an MCL of 13 ppt for PFOA was adopted. State Attorneys General, including in Minnesota and New York, have also sued to recover the costs of cleanup, drinking water remediation and Natural Resource Damages.

Maryland Department of Environment (MDE) recently released a report on the prevalence of PFAS in Maryland public water supplies (Understanding the occurrence of Per- and polyfluoroalkyl substances (PFAS) in Maryland's Public Drinking Water Sources – Phase 1).

YOUR TEAM



Hank Naughton
Partner



Andrew Croner
Partner



Coral Odier-Rivera
Associate



Delna Kermani
Associate



Patrick Lanciotti
Associate



Sam Wade
Water Consultant
former NRW CEO



PRINCIPAL OFFICE

360 LEXINGTON AVENUE, 11TH FLOOR
NEW YORK, NEW YORK 10017



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF NEW YORK GENERAL ARBITRATION STATUTE

Chemung County Sewer District, New York (client) retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Thirty Percent (30%) of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
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30% Attorney's Fee	\$ <u>30.00</u>
Net settlement	\$ <u>70.00</u>
Disbursements	-\$ <u>10.00</u>
Net to Client	\$ <u>60.00</u>

4. WITHDRAWAL: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. STATUTE OF LIMITATIONS: We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. FINANCING OF CASE: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to

conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. NEW YORK OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in New York County, New York. This arbitration provision shall be enforceable in either federal or state court in New York County, New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York County, New York having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic

signature, indicated as “/s/” in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 20____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE MASSACHUSETTS GENERAL ARBITRATION STATUTE**

(Name of Client)

Napoli Shkolnik, PLLC

By: _____

Printed Name

Printed Name of
Attorney

Title: _____

Date

Address: _____

E-mail Address: _____

Phone: _____

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INFORMATION SHEET

Client: _____

1. Main contact person: _____
Phone number: _____
Email address: _____
Address: _____
-

2. Legal counsel: _____
Phone number: _____
Email address: _____
Address: _____
-

3. Public Works Superintendent: _____
Phone number: _____
Email address: _____
Address: _____
-

4. Environmental Engineering Firm (if applicable):

Phone number: _____
Email address: _____
Address: _____
-

5. Have you conducted any PFAS or other contaminants tests in your water supply or other property (soil, sludge, ponds, among others)?

____ Yes ____ No
If yes, were there detectable levels?



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Vendor Agreement with the New York State Office of Temporary and Disability Assistance Low Income Household Water Assistance Program on behalf of the Chemung County Sewer District No. 1

Resolution #: 22-156

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

CCSD requests authorization to submit a vendor agreement to New York State for the LIHWAP program. This program will allow low-income residents to receive benefits to assist them in paying their sewer use bills. LIHWAP was established through the Consolidated Appropriations Act and the American Rescue Plan Act in 2021. Benefits will be issued directly to Chemung County via EFT to apply to outstanding sewer bills. The program is administered by New York State and will end on September 30, 2023 or when funds are exhausted. CCSD also requests authorization to accept partial payments through the LIHWAP program and for the remaining balance owed by participants in this program. CCSD currently does not accept partial payments for any sewer bills. There is a strong likelihood that not all LIHWAP payments will be for the full amount owed. CCSD would like to accept partial payments only for residents participating in this program and continue to require payment in full for other bills.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Cover_Letter_-_Vendor_Agreement_(002).pdf	Cover Letter	Cover Memo	2/8/2022
LIHWAP_Vendor_Agreement_fillable_tr_signed.pdf	LIHWAP Vendor Agreement	Cover Memo	2/8/2022
LIHWAP-Overview.pdf	LIHWAP Overview	Cover Memo	2/8/2022

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Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Executive Deputy Commissioner

November 05, 2021

Dear New York State Drinking Water and/or Wastewater Supplier:

This is to provide you with information and a Vendor Agreement for the New York State Low Income Household Water Assistance Program (LIHWAP). Please review all enclosed materials carefully.

LIHWAP was established through the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act, 2021. New York State will use these funds to assist low income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services. Benefits will be issued directly to drinking water and wastewater providers to restore or prevent loss of drinking water or wastewater services. The Office of Temporary and Disability Assistance (OTDA) will operationalize LIHWAP benefits in two phases. Phase one funding and outreach will target households with arrears for unpaid charges for drinking water and/or wastewater services. In phase two, OTDA will reevaluate available funding and if feasible, focus on establishing a benefit to assist eligible households with current drinking water and/or wastewater bills. This is a New York State administered program that will start on December 1, 2021 and end on September 30, 2023, or when funding is exhausted, whichever occurs first.

Vendor Agreement:

- A signed Vendor Agreement and completed Substitute Form W9/AC 3237-S (Rev. 1/17) are required in order to participate in and receive LIHWAP payments. The signed agreement will apply to all customers in your service territory within New York State. Vendor Agreements and program participation will be managed centrally by OTDA through the LIHWAP Bureau.
- Please review all documents carefully before signing.
- You may not make any changes to the Vendor Agreement, please contact us if you have any questions at: NYSLIHWAP.vendor@otda.ny.gov.

Vendor Payment and Remittance Information:

- Payments will be made directly to vendors via Electronic Funds Transfer issued through the NYS Office of the Comptroller (OSC).
- The OSC State Vendor Resource Page is available at: <https://www.osc.state.ny.us/state-vendors>. This resource page provides information and guidance to vendors on their payments and how to view those payments through the self-service vendor portal.
- Vendors who need assistance in enrolling in the online Vendor Self Service application: <http://www.sfs.ny.gov>, should contact the Statewide Financial System (SFS) Help Desk at either (855) 233-8363 or helpdesk@sfs.ny.gov.

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Please return the signed Vendor Agreement and completed Substitute Form W9/AC 3237-S (Rev. 1/17) forms as soon as possible to:

**New York State OTDA
LIHWAP Bureau
PO BOX 1789
Albany, NY 12201**

Phone: (518) 473-0332

Fax: (518) 486-1259

Email: NYSLIHWAP.vendor@otda.ny.gov

Your company's name will not be added to the NYS LIHWAP vendor list until a signed agreement and a completed Substitute Form W9/AC 3237-S (Rev. 1/17) is on file.

We look forward to continuing to work with your company and staff as we assist LIHWAP eligible households in meeting their drinking water and/or wastewater needs. Please contact the NYS LIHWAP Bureau staff at (518) 473-0332 with any questions or concerns.

Sincerely,

/s/ AB/ 11-05-2021

Andrew Bryk
HEAP/LIHWAP Bureau Chief
Employment and Income Support Programs

Attachments (3):

LIHWAP Vendor Agreement
Attachment 1 - OTDA Security and Confidentiality Terms
Substitute Form W9/AC 3237-S (Rev. 1/17)

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Office of Temporary and Disability Assistance

NEW YORK STATE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR AGREEMENT

This Agreement ("Agreement") shall govern the purchase of water services from the Water Service Provider (Vendor) on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). Federal funds awarded under LIHWAP shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services. If funding is available, the New York State Office of Temporary and Disability Assistance (NYS OTDA) will evaluate providing bill assistance to eligible households to reduce the household's cost for drinking water and wastewater services. This Agreement is a contract between NYS OTDA and the Vendor for the provision of direct vendor payments to assist low income households with drinking water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal laws and regulations in addition to issued federal and State guidance in relation to the Low Income Household Water Assistance Program.

In order to receive LIHWAP payments on behalf of eligible households, the Vendor agrees and assures to NYS OTDA to abide by the below listed provisions contained in this agreement. Drinking water and/or wastewater service benefits paid directly to Vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

1. Households receiving assistance from LIHWAP shall not be treated adversely on the basis of receipt of such assistance under applicable provision of the LIHWAP Supplemental Terms and Conditions 11h under Federal LIHWAP Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260).
2. Vendors will not discriminate, either in the costs of goods supplied or the services provided, against the household on whose behalf LIHWAP payments are made.
3. The Vendor understands that payment and satisfaction of any claims under LIHWAP will be made by NYS OTDA, through the NYS OSC. The Vendor further understands that they must comply with all applicable requirements of the Consolidated Appropriations Act of 2021 (CAA) and the American Rescue Plan Act of 2021 (ARPA), as well as all applicable policy determinations and directives of the NYS OTDA. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
4. The Vendor agrees to accept all LIHWAP benefits authorized on behalf of residential customers and without imposing any conditions precedent. "Residential customer" is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 14.2(b)(18).
5. The Vendor agrees to continue, establish or reestablish service for LIHWAP authorized residential customers and maintain such service for such LIHWAP authorized residential customer for ninety (90) calendar days after receipt of each LIHWAP benefit authorized and received on behalf of residential customers.

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6. The Vendor agrees that arrears are charges for which payment has not been made more than 20 calendar days after payment was due. A payment is considered to be made on the date when it is received by the Vendor or one of its authorized agents. Payment is due whenever specified by a Vendor on its bill, as long as the date is not before the bill is hand-delivered to the customer, or less than three (3) calendar days after the bill is mailed.
7. Vendors may not transfer or cash-out LIHWAP benefits to recipients. Unexpended funds due to account closing and/or incorrect payments and funds that are unable to be credited to a recipient's account must be returned to NYS OTDA no later than thirty (30) business days after discovery, or September 30th of the current program year, whichever comes first, or upon request by NYS OTDA. A LIHWAP Vendor Refund Form must accompany all refunds. The vendor must contact NYS OTDA for a copy of this form at: NYSLIHWAP.vendor@otda.ny.gov.
8. The Vendor cannot apply LIHWAP payments to commercial accounts for non-residential services. LIHWAP payments must only be applied to LIHWAP authorized residential customer accounts.
9. The Vendor shall maintain an accounting system and supporting fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of LIHWAP funds. The Vendor shall allow NYS OTDA representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
10. The Vendor shall permit and cooperate with federal and/or State audits and/or investigations undertaken in accordance with the CAA, and ARPA, and also any State and/or county investigations undertaken to ensure program integrity.
11. The Vendor shall treat all information relative to LIHWAP and, in particular, information relating to recipients, as confidential information, and shall not use any information so obtained in any manner except as necessary to the proper discharge of their obligation and the securement of their rights hereunder. The Vendor further agrees to protect all confidential information in accordance with all applicable federal and State laws, rules and regulations. The Vendor further agrees to abide, at a minimum, by the requirements set forth in Attachment 1, the OTDA Security and Confidentiality Terms.
12. The Vendor agrees to continue or restore service for the minimum time periods outlined in this agreement when notified by NYS OTDA that a LIHWAP benefit will be issued on behalf of an eligible household and vendor acknowledges acceptance of LIHWAP benefits. The time period begins from the date of the earliest notification by NYS OTDA.
13. The Vendor agrees to clearly identify the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP on household statements, receipts, or accounts.
14. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in LIHWAP.
15. The Vendor agrees to take corrective action in the time frame specified by NYS OTDA if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in LIHWAP.
16. This Agreement shall remain in effect unless superseded by another Agreement or terminated by either party. A written agreement must be submitted thirty (30) business days in advance of the effective date to replace, modify or terminate the agreement.

STAMP_ITEMNUMB

17. Vendor agrees that any modification to this agreement must be reviewed and agreed to by NYS OTDA. Vendor agreement modification must be made in writing and submitted to NYS OTDA through NYSLIHWAP.vendor@otda.ny.gov.

☐ Check here to hereby declare to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that you, the vendor or vendor's representative, have the authority to bind such vendor, that you have read and understand the above, and that it is your intention to sign and submit this Vendor Agreement on behalf of the vendor to NYS OTDA, and further agree that the vendor will comply with and abide by the Vendor Agreement while participating as a Vendor in the New York State Low Income Household Water Assistance Program.

Vendor or Vendor's Representative name _____

Vendor or Vendor's Representative signature A. T. Rhoads

Vendor Business Name _____

Address _____

Vendor TIN _____

Vendor Type:

_____ Drinking Water

_____ Wastewater

_____ Combined Drinking Water/Wastewater

Primary Contact _____

Phone _____

Email _____

FAX _____

Secondary Contact _____

Phone _____

Email _____

FAX _____

STAMP_ITEMNUMB

New York State **Low Income Household Water Assistance Program**

Do you need help paying for overdue water and wastewater bills?

The Low Income Household Water Assistance Program (LIHWAP) can help.

LIHWAP is a drinking water and wastewater emergency assistance program funded through new federal resources. Benefits are based on the amount of unpaid water and wastewater bills owed by applicants. This assistance is targeted at low income households and income guidelines will mirror that of the Home Energy Assistance Program.

LIHWAP benefits are based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater provider, or \$5,000 if drinking water and wastewater services are combined, per household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

Eligibility and benefits are based on:

- income,
- household size,
- household includes a U.S. citizen, U.S. national, or qualified alien, and
- amount owed to drinking water and/or wastewater provider(s).

Primary applicants must provide:

- Proof of identity
- Proof of residence
- Documentation of earned and unearned income
- A drinking water, wastewater, or combined drinking water and wastewater bill listing their permanent and primary residence
- A valid Social Security Number (SSN)
 - SSNs of additional household members will be requested

For more information, visit <https://otda.ny.gov/LIHWAP>





CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Memorandum of Agreement between the City of Elmira and the County of Chemung
(animal handler & specimen services)

Resolution #: 22-157

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The County Executive has recommended that Chemung County enter into a Memorandum of Agreement (“MOA”) with the City of Elmira for Animal Handler and Specimen Services during the period January 1, 2022 through December 31, 2022 at a cost not to exceed \$5,000. (fees are the same) Previous Resolution (21-120)

ATTACHMENTS:

File Name	Description	Type	Upload Date
Animal_handler.pdf	Copy of Agreement	Cover Memo	2/14/2022

STAMP_ITEMNUMB

A G R E E M E N T

THIS AGREEMENT made between the COUNTY OF CHEMUNG (hereinafter referred to as the "COUNTY"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902-0588,

AND

CITY OF ELMIRA
CITY HALL
317 East Church Street
ELMIRA, NEW YORK 14901

(Hereinafter referred to as "PROVIDER")

W I T N E S S E T H

WHEREAS the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York; and as outlined in ATTACHMENT A, and

WHEREAS the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY and,

WHEREAS the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the COUNTY wishes to make these services available to those persons eligible under applicable Laws.

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall become effective retroactive to **January 1, 2022**, and shall terminate on **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The PROVIDER agrees that the budget attached hereto and made part hereof as ATTACHMENT B, accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement.

This Agreement shall not exceed an annual program budget cost of **FIVE THOUSAND DOLLARS (\$5,000.00)**.

The COUNTY will provide payment to the PROVIDER as described in ATTACHMENT D, attached hereto and made a part hereof.

2022 CONTRACT
CITY OF ELMIRA

Page 1

STAMP_ITEMNUMB

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

RECORDS RETENTION

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

CLAIMS, PAYMENTS AND AUDITS

9. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

INSURANCE

10. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS INDEMNIFICATION

11. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

NEPOTISM/CONFLICT OF INTEREST

12. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

TERMINATION

13. Each party shall have the right to terminate this Agreement by giving 30 days prior written notice to the other party.

A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.

B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:

(1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.

(2) Not incur any further obligations pursuant to this Agreement beyond the termination date.

(3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

NON-DISCRIMINATION

14. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health

2022 CONTRACT
CITY OF ELMIRA

Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

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

COOPERATION

16. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

SECTARIAN PURPOSES

17. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER's employees through this Agreement which become part of the employees personal spending money.

LOBBYING

18. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

GENERAL PROVISIONS

19. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

20. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

21. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

22. The following additional schedules are attached and made a part hereof: **Attachments A, B, C & D, Exhibits 1 & 2.**

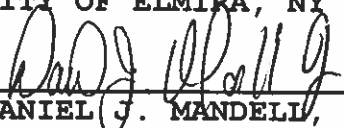
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
CHRISTOPHER J. MOSS
COUNTY EXECUTIVE

DATE: 2/3/22

CITY OF ELMIRA, NY
BY: 
DANIEL J. MANDELI, JR.
MAYOR
RESOLUTION NO. 2022 - 53

Attachment A = Service Description/Protocols
Attachment B = Budget
Attachment C = Insurance Certificate
Attachment D = Payment Schedule(s)
Exhibit #1 = Insurance Requirements
Exhibit #2 = Authorizing Resolution

Dept. Head Approval/Initials: _____

ATTACHMENT "A"

SERVICE DESCRIPTION

PROVIDER SHALL FURNISH THE FOLLOWING SERVICES:

I. ANIMAL HANDLER AND SPECIMEN SERVICES

PROVIDER will furnish Animal Handler and Specimen Services for dogs, cats, ferrets, wildlife or other mammals to the Rabies Program of the COUNTY. PROVIDER assumes responsibility for all Animal Handler and Specimen Services for mammals within the County of Chemung as follows:

1. PROVIDER will report all incidents involving bites from mammals to humans to the COUNTY;
2. Upon request by the COUNTY, PROVIDER will perform a check on the health of a dog, cat or ferret (following a 10-day confinement period);
3. Upon request by the COUNTY, PROVIDER will pick up/capture/trap and confine dogs, cats, ferrets or other domestic animal for 10 days (if the owner is unknown, unwilling or unable to confine);
4. Upon request by the COUNTY, PROVIDER will confirm the rabies vaccination status of a dog or cat or ferret;
5. PROVIDER will accept referrals from the COUNTY to follow-up on unvaccinated dogs. Upon request by the COUNTY, PROVIDER will assist in securing a rabies vaccination certificate for cats or ferrets. COUNTY will accept ultimate responsibility to follow-up on unvaccinated dogs, cats and ferrets
6. Upon request by the COUNTY, PROVIDER will pick up, transport, have euthanized, have decapitated, dispose of any carcass and deliver the prepared specimen to the COUNTY and dog, cat, ferret, wildlife or other mammal that is deemed necessary by the COUNTY (NOTE: bat specimens do not require decapitation);
7. Upon request by the COUNTY, PROVIDER will respond to calls and coordinate with the COUNTY for the dispatch (i.e. to summarily put to death) of any rabies-suspect mammal that poses a threat or that has had contact with any human or domestic animal;
8. PROVIDER is not responsible for capture of bats;
9. COUNTY will provide rabies pre-exposure shots to appropriate PROVIDER staff that provides decapitating services. COUNTY will also provide serology testing of appropriate City staff as required.
10. PROVIDER shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Section 2140-2145 of Title 4 of the NYS Public Health Law.

ATTACHMENT "B"

BUDGET

Total budgeted amount: \$5,000.00

Per Quarter: \$1,250.00

The COUNTY shall reimburse PROVIDER for animal handling services FIVE THOUSAND DOLLARS (\$5,000.00) per year.

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ATTACHMENT "C"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Perry & Carroll Inc 100 W. Church Street P.O. Box 307 Elmira NY 14902-0307		CONTACT NAME: Jayna Streeter PHONE (A/C, No, Ext): (607) 734-4291 E-MAIL ADDRESS: jstreeter@perrycarroll.com FAX (A/C, No): (607) 737-2627	
INSURED City of Elmira, Woodlawn Cemetery Commission and Elmira Urban Renewal Agency 317 E. Church St. Elmira NY 14901		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25658	

COVERAGES **CERTIFICATE NUMBER:** REVISED 2022 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ZLP-41N45937-22-PA	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			H1N-810-0T392169-IND-22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ZUP-16P22632-22-PA	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	POLICE PROFESSIONAL LIABILITY			ZLP-41N45937-22-PA	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 RETENTION \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate supersedes previous certificate of insurance issued on 1/13/2022.

Re: Use of premises by the City of Elmira, including all subdivisions thereof. Additional Insured applies on a primary and non-contributory basis per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

County of Chemung PO Box 588 Elmira NY 14902-0588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ATTACHMENT "D"

PAYMENT SCHEDULE

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

PROGRAM	INVOICE TO:	PAYMENT SCHEDULE
Rabies Program	Health Department	Quarterly

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EXHIBIT "1"

CERTIFICATE OF INSURANCE REQUIREMENTS

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain liability insurance in the sum of **ONE MILLION DOLLARS (\$1,000,000.00)**.

PROVIDER is further required to furnish a copy of proof of said coverage in a Certificate of Insurance naming the COUNTY as an additional insured. This Certificate of Insurance must include the term of this Agreement or PROVIDER shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the PROVIDER or by subcontractors.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the PROVIDER for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

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EXHIBIT "2"

AUTHORIZING RESOLUTION

January 31, 2022

**RESOLUTION
NO. 2022 - 53**

By Councilmember Duffy:

RESOLVED, that the communication from the City Manager pertaining to the proposed agreement between the County of Chemung and City of Elmira regarding animal handler and specimen services for the year 2022, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with the County of Chemung under which the City will provide to the County's Rabies Program animal handler and specimen services pertaining to dogs, cats, ferrets, wildlife or other mammals, said services to be provided to the County for the calendar year 2022, commencing retroactive to January 1, 2022 and expiring December 31, 2022, and the County shall pay to the City for said services the amount of \$5,000.00; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
X	Councilmember Stermer	
X	Councilmember Moss	
ABSENT	Councilmember Franchi	
X	Councilmember Kitching	
X	Councilmember Grasso	
X	Councilmember Duffy	
X	Mayor Mandell	
6		0



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending Resolution No. 22-031 authorizing an agreement with The Research Foundation for the State University of New York

Resolution #: 22-158

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Resolution No. 22-031, which was approved by the Chemung County Legislature on January 10, 2022, authorized identified the vendor for the Redistricting Contract as the New York Census and Redistricting Institute. The correct name is The Research Foundation for the State University of New York.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Resolution_22-031.pdf	Resolution	Cover Memo	3/30/2022

STAMP_ITEMNUMB

RESOLUTION NO. 22-031

RESOLUTION AUTHORIZING AGREEMENT WITH NEW YORK CENSUS AND
REDISTRICTING INSTITUTE ON BEHAL OF THE CHEMUNG COUNTY LEGISLATURE

By: Woodard

Seconded by: Briggs

WHEREAS, the Legislative Redistricting and Efficiency of County Government Advisory Committee (the “Committee”) has submitted a Report to the Multi-Services Committee, which report recommends that the Chemung County Legislature authorize an agreement with the New York Census and Redistricting Institute for the provision of professional services pertaining to Legislative Redistricting as required by Chemung County Charter Section 201 (6) following the Decennial Census in an amount not to exceed \$48,000 during the period January 1, 2022 through December 31, 2022; and

WHEREAS, the Multi-Services Committee has reviewed the Committee’s Report and has recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the Chairman of the Legislature is hereby authorized and directed to execute and agreement with the New York Census and Redistricting Institute, subject to the review and approval of the Attorney to the Legislature, for the provision of professional services pertaining to Legislative Redistricting as required by Chemung County Charter Section 201 (6) following the Decennial Census in an amount not to exceed \$48,000 during the period January 1, 2022 through December 31, 2022; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended or cancelled without the express consent by Resolution of this Legislature.

RESOLUTION NO. 22-031

BACKGROUND INFORMATION

Requested by: County Legislature

Purpose: to authorize agreement

Authority: Section 203 of Chemung County Charter

Funds involved: \$48,000

Approved by: Multi-Services Committee, January 3, 2022

Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Burin, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Opposed: Brennan (1)

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS:

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 10th day of January 2021, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 11th day of January 2022.

Cynthia G. Kalweit

Cynthia G. Kalweit, Clerk
Chemung County Legislature

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing certain applications for and disbursement of Community Development Funds
(Legislature)

Resolution #: 22-159

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

File Name	Description	Type	Upload Date
Application_-_Comm._Dev._Funds_-_Vietnam_Wall_Memorial_(Burin).pdf	Application	Cover Memo	3/23/2022
Application_-_Comm._Dev._Fund_-_Town_of_Van_Etten_(2022).pdf	Application	Cover Memo	3/23/2022
Application_-_Comm._Dev._Funds_-_Town-of-Horseheads-03-23-2022.pdf	Application	Cover Memo	3/24/2022
Application_-_Comm._Dev._Fund_-_City_of_Elmira_2022_(Brand_Park).pdf	Application	Cover Memo	3/30/2022
Application_-_Comm._Dev._Fund_-_City_of_Elmira_2022_(Vietnam_Wall_-_Chalk).pdf	Application	Cover Memo	3/30/2022

STAMP_ITEMNUMB



Received

MAR 18 2022

CC Legislature

Application for Community Development Funds

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2022. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click [here](#):

If you wish to apply for Community Development Funds complete the application below. Applications will be processed and reviewed quarterly throughout 2022.

Project Description:

Activities considered eligible for funding include, but are not limited to, those that enhance the community in the areas of education, tourism, the arts, recreation, health, social services, public infrastructure, or conservation and preservation of historical and cultural resources.

The expected outcome of such projects is that residents throughout the Chemung County will receive benefits by utilizing these funds to support these important activities.

Full Legal Organizational Name *

Address *

Street Address

Street Address Line 2

City

State / Province

STAMP_ITEMNUMB

14901

Postal / Zip Code

Organizational's Qualifications for Grant or Contract *

- ☒ Municipal Corporation
- ☐ Special District
- ☐ 501(c)(3)
- ☐ Tax-exempt organization with valid EIN from the IRS
- ☐ Other

Organization's Web-site address *

cityofelmira.net

Organization's contact person and contact information *

Daniel

First Name

Mandell

Last Name

Phone Number *

607

Area Code

- 737-5644

Phone Number

Email *

djmandell@cityofemira.net

example@example.com

Legislative District

District 9 (City of Elmira, Town of Elmira): John Burin ▼

If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application

- ☒ Yes
- ☐ No

Total amount of project *

\$40,000

Amount of funding requested *

STAMP_ITEMNUMB

\$3,000

Is your organization receiving any other source of grant funding? If yes, please indicate the funding source and amount *

No

Please provide a brief summary and/or project narrative of what the requested funding will be utilized for and how your program/agency assists with the overall goals and objectives of promoting community development throughout Chemung County. (Please attach any additional information you feel may be beneficial to the application.) *


To aid in funding of the Vietnam Moving Wall coming to Eldridge Park in the City of Elmira in June 2022.

Grantee *

Daniel J. Mandell

(Print Name)

I hereby certify all statements and attachments to be truthful and accurate.



(Grantee Signature)

Clear

Date *

03-15-2022





Wednesday, March 23, 2022

Application for Community Development Funds

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2022. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click [here](#):

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Full Legal Organizational Name

Town of Van Etten

Address

6 Gee Street, PO Box 177
Van Etten, NY, 14889

Organizational's Qualifications for Grant or Contract

Municipal Corporation

Organization's Web-site address

vanettentown.com

Organization's contact person and contact information

Harold Shoemaker

Phone Number

(607) 228-0028

Email

tovclerk@htva.net

Legislative District

District 6 (Towns of Elmira, Erin, Baldwin, Chemung, Van Etten, & Village of Van Etten): Brian Hyland

If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application

Yes

Total amount of project

2390.00

Amount of funding requested

2390.00

Is your organization receiving any other source of grant funding? If yes, please indicate the

STAMP_ITEMNU

funding source and amount

No

Please provide a brief summary and/or project narrative of what the requested funding will be utilized for and how your program/agency assists with the overall goals and objectives of promoting community development throughout Chemung County. (Please attach any additional information you feel may be beneficial to the application.)

Bring current dog shed up to NYS Ag & Markets requirements:

Pour 11' x 20' concrete pad

Install conduit in concrete pad for power

Grantee

Harold Shoemaker

I hereby certify all statements and attachments to be truthful and accurate.

Harold Shoemaker

Date

Wednesday, March 23, 2022



Thursday, March 24, 2022

Application for Community Development Funds

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2022. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click here:

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Project Description:

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Full Legal Organizational Name	Town of Horseheads
Address	150 Wygant Rd Horseheads, NY, 14845
Organizational's Qualifications for Grant or Contract	Municipal Corporation
Organization's Web-site address	https://townofhorseheads.org/
Organization's contact person and contact information	William Rapalee
Phone Number	(607) 207-8591
Email	park@townofhorseheads.org
Legislative District	District 8 (Village of Elmira Heights, City of Elmira, Towns of Elmira, Horseheads): Peggy L. Woodard
If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application	Yes
Total amount of project	13,111.00
Amount of funding requested	6,500

Is your organization receiving any other source of grant funding? If yes, please indicate the

STAMP_ITEMNU

funding source and amount

No, not for this project.

Please provide a brief summary and/or project narrative of what the requested funding will be utilized for and how your program/agency assists with the overall goals and objectives of promoting community development throughout Chemung County. (Please attach any additional information you feel may be beneficial to the application.)

Elmira College (EC) and the Town of Horseheads have formed a partnership and beginning this spring, EC will be hosting their home softball games at the Holding Point Recreation Center. In preparation the Town of horseheads has undertaken a project to upgrade Field 5 to meet NCAA standards. The improvements to the field include adding a scoreboard and extending the 1st base and 3rd base fences.
*FULL SUMMARY ON SEPERATE SHEET

Grantee

Stephen E, Wilber

I hereby certify all statements and attachments to be truthful and accurate.



Date

Wednesday, March 23, 2022



Application for Community Development Funds

Received

MAR 30 2022

CC Legislature

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2022. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click here:

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Full Legal Organizational Name *

City of Elmira

Address *

317 E. Church Street

Street Address

Street Address Line 2

Elmira

City

NY

State / Province

STAMP_ITEMNU

14901

Postal / Zip Code

Organizational's Qualifications for Grant or Contract *

- ☒ Municipal Corporation
- ☐ Special District
- ☐ 501(c)(3)
- ☐ Tax-exempt organization with valid EIN from the IRS
- ☐ Other

Organization's Web-site address *

cityofelmira.net

Organization's contact person and contact information *

Dan

First Name

Mandell

Last Name

Phone Number *

607

Area Code

- 737-5644

Phone Number

Email *

djmandell@cityofelmira.net

example@example.com

Legislative District

District 13 (City of Elmira, Town of Southport): Scott C ▼

If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application

- ☒ Yes
- ☐ No

Total amount of project *

\$4,500.00

Amount of funding requested *

STAMP_ITEMNUM

\$1,500.00

Is your organization receiving any other source of grant funding? If yes, please indicate the funding source and amount *

NO

Please provide a brief summary and/or project narrative of what the requested funding will be utilized for and how your program/agency assists with the overall goals and objectives of promoting community development throughout Chemung County. (Please attach any additional information you feel may be beneficial to the application.) *

Each year the Brand Park Beautification Committee sponsors 9 bands to come to Brand Park for summer concerts. This brings people into the park from all over the community. This will assist the Brand Park Beautification Committee in bringing the bands into the area and to help prepare the park for the events.

Grantee *

Dan Mandell

(Print Name)

I hereby certify all statements and attachments to be truthful and accurate.



(Grantee Signature)

[Clear](#)

Date *

03-29-2022



STAMP_ITEMNU



Application for Community Development Funds

Recd. . .

MAR 30 2022

CC Legislature

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2022. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click [here](#):

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Full Legal Organizational Name *

City of Elmira

Address *

317 E. Church Street

Street Address

Street Address Line 2

Elmira

City

NY

State / Province

STAMP_ITEMNU

14901

Postal / Zip Code

Organizational's Qualifications for Grant or Contract *

- ☒ Municipal Corporation
☐ Special District
☐ 501(c)(3)
☐ Tax-exempt organization with valid EIN from the IRS
☐ Other

Organization's Web-site address *

cityofelmira.net

Organization's contact person and contact information *

Daniel

First Name

Mandell

Last Name

Phone Number *

607

Area Code

- 737-5644

Phone Number

Email *

djmandell@cityofelmira.net

example@example.com

Legislative District

District 10 (City of Elmira): Martin Chalk



If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application

- ☒ Yes
☐ No

Total amount of project *

\$40,000

Amount of funding requested *

STAMP_ITEMNU

\$4,000

Is your organization receiving any other source of grant funding? If yes, please indicate the funding source and amount *

Yes. Applied for \$3,000 through Legislative District 9 - Legislator John Burin for funding for this project.

Please provide a brief summary and/or project narrative of what the requested funding will be utilized for and how your program/agency assists with the overall goals and objectives of promoting community development throughout Chemung County. (Please attach any additional information you feel may be beneficial to the application.) *


To assist the Vietnam Veterans' Association Local 803 in bringing in and erecting the Vietnam Moving Wall Memorial at Eldridge Park from June 29th, 2022 through July 4th, 2022.

Grantee *

Daniel Mandell

(Print Name)

I hereby certify all statements and attachments to be truthful and accurate.



(Grantee Signature)

Clear

Date *

03-24-2022



STAMP_ITEMNU



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreements with various not-for-profit organizations relative to payment of 2022 Budget Appropriations

Resolution #: 22-160

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The County of Chemung and various not-for-profit organizations authorizing payment of 2022 Chemung County budget appropriations by the County to the organizations for services to be performed for the County of Chemung by these various not-for-profit organizations set forth in the 2022 Chemung County Budget as follows:

Chemung County Historical Society \$5000

Southern Tier Central Regional Planning Board \$ 85,650

Chemung County Soil & Water Conservation \$225,000

Chemung County Stormwater Coalition \$167,400

Cornell Cooperative Extension of Chemung County \$247,940

Chemung County SPCA \$24,961

City of Elmira (Animal Control Services) \$25,000

CCIDA \$200,000

REDEC \$ 10,000

CareFirst \$3,500

Previous Resolution was 21-209.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022_Organizational_Funding.pdf	2022 Organizational funding	Cover Memo	3/24/2022

STAMP_ITEMNUMB

Chemung County 2022 Organizational Funding

<u>Organization</u>	<u>Account Number</u>	<u>2021 Approved</u>	<u>2022 Recommended</u>	<u>Change</u>
Chemung County Historical Society	10-7450-50502-81	\$3,750	\$5,000	\$1,250
So. Tier Central Reg. Planning Board	10-8025-50502-99	\$64,238	85,650	\$21,413
Soil and Water	10-8730-50506.91	\$168,750	225,000	\$56,250
Storm Water	10-8730-50506.95	\$125,550	167,400	\$41,850
Cooperative Extension	Various	\$185,955	247,940	\$61,985
SPCA-Human Services	10-3510-50408	\$18,721	24,961	\$6,240
City of Elmira-Dog Control	10-3510-50408	\$18,750	25,000	\$6,250
IDA	10-6420-50408	\$150,000	200,000	\$50,000
REDEC	10-6420-50408	\$7,500	10,000	\$2,500
CareFirst	10-6530-50505	\$2,625	3,500	\$875
GRAND TOTAL		\$745,838	\$994,451	\$248,613



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing advertising agreements on behalf of the Elmira Corning Regional Airport

Resolution #: 22-161
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing the 2022 advertising agreements on behalf of the Elmira Corning Regional Airport.

Spectrum - \$25,200/year
WENY - \$21,750/year
WYDC - \$29,135/year
TCAT - \$3,750/year
WETM - \$16,340/year

Totaling \$96,175.00 per year to be paid for via SCASDP Grant (Small Community Air Service Development Program). Prior Resolutions 17-413, 18-461

ATTACHMENTS:

File Name	Description	Type	Upload Date
ELM_SPECTRUM_DIGITAL.pdf	ELM Spectrum Digital	Cover Memo	2/7/2022
ELM_WENY_TV.pdf	ELM WENY TV	Cover Memo	2/7/2022
ELM_WYDC_COLLEGE_BASKETBALL.pdf	ELM WYDC College Basketball	Cover Memo	2/7/2022
ELM_WYDC_DIGITAL.pdf	ELM WYDC Digital	Cover Memo	2/7/2022
ELM_WYDC_METS.pdf	ELM WYDC METS	Cover Memo	2/7/2022
ELM_WYDC_MLB_NCAA_NFL.pdf	ELM WYDC MLB NCAA NFL	Cover Memo	2/7/2022
ELM_WYDC_NASCAR.pdf	ELM WYDC NASCAR	Cover Memo	2/7/2022
Elmira_Corning_Regional_Airport_Transit_2022_(2).docx	Elmira Corning Regional Airport Transit 2022	Cover Memo	2/7/2022
WETM_2022.pdf	ELM WETM TV	Cover Memo	2/8/2022

STAMP_ITEMNUMB

Presented to

Elmira Corning Regional Airport

2022 Proposal



STAMP_ITEMNUMBER

Kathy Chilson December 2021

Elmira Corning Regional Airport --2022

Online Digital Display

	\$700 per month	Binghamton zone	Display		
	\$700 per month	Ithaca zone	Display		
	\$700 per month	Williamsport zone	Display		
	\$2100 per month		Annual - \$25,200		

Client signature _____

Elmira/Corning
Regional
Airport

STAMP_ITEMNUMBER



2022 Advertising Contract – Option A



Carol Mozes




cmozes@weny.com

12/8/22

STAMP_ITEMNUMBER



Monthly Television Schedule

Station	Time	Days	Program Name	Length	WEEK WEEK WEEK WEEK				#
					1	2	3	4	
	6:00a-7:00a	M-F	MORNING NEWS	:15	3	3	3	3	12
	7:00a-9:00a	M-F	GOOD MORNING AMERICA	:15	3	3	3	3	12
	6:00p-6:30p	M-Su	TWIN TIERS TONIGHT	:15	3	3	3	3	12
	11:00p-11:30p	M-Su	LATE NEWS	:15	3	3	3	3	12
	5:00a-12:00a	M-F	ROTATOR	:15	10	10	10	10	40
	6:00a-7:00a	M-F	MORNING NEWS	:15	3	3	3	3	12
	11:00-12:00p	M-F	PRICE IS RIGHT	:15	3	3	3	3	12
	5:30p-6:30p	M-F	TWIN TIERS TONIGHT	:15	3	3	3	3	12
	11:00p-11:30p	M-Su	LATE NEWS	:15	3	3	3	3	12
	5:00a-12:00a	M-F	ROTATOR	:15	10	10	10	10	40
	8:00p-10:00p	M-F	PRIME	:15	8	8	8	8	32
	5:00a-12:00a	M-F	ROTATOR	:15	10	10	10	10	40
FLIGHT TOTALS					62	62	62	62	248

* All local CBS news is simulcast on NY Local Ithaca

STAMP_ITEMNUMBER

This content is protected by WENY unless written consent is provided.



Sports – Sports - Sports



NFL on CBS

15 NFL Sunday games

- 1X :15 commercial/game
- 1X :04 ID/game



PGA Tour on CBS

10 PGA Tournaments Saturday and Sunday

- 1X :15 commercial/Tournament



NCAA Football on CBS

10 NCAA Saturday games

- 1X :15 commercial/game
- 1X :04 ID/game

STAMP_ITEMNUMBER



Travel Forecast Sponsorship

Connect with the Twin Tiers on WENY ABC, CBS, CW and NY Local Ithaca during Good Morning Twin Tiers at 5AM and 6AM each weekday morning with the Travel Forecast

Elmira Corning Regional Airport logo displayed on the Travel Forecast map on WENY ABC, CBS, CW and NY Local Ithaca

20X Travel Forecast promos air each month on each ABC, CBS CW and NY Local Ithaca encouraging viewers to tune in to the Travel Forecast. Promos include the Elmira Corning Regional Airport logo and *"brought to you by Elmira Corning Regional Airport"*

sponsorship value : \$2,000.00/month



STAMP ITEMNUMBER



Annual Summary

A multi-network marketing plan that includes:

- Trusted Local News on ABC, CBS and NY Local Ithaca
- Great sports programming including NFL, PGA Golf and NCAA Football
- Travel Forecast Sponsorship Package
- Web Ads in all sizes (728X90, 300X250, 320X50, 970X90 970X250) to rotate on WENY.com

Annual Investment not to exceed \$21,750.00

Marketing plan will begin when approved and signed – December 31st 2022

Signature_____ Date_____ STAMP_ITEMNUMBER

01/07/2
13:05:02

WYDC
Contract Confirmation

Page: 1

Contract number:	38695	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	02/05/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	03/12/22
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	COLLEGE BASKETBALL
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates		Run Times	Valid							Qty/Day	-----		Lngh	Rate	Chnl
	From	Thru	or Daypart	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----			
				Qty	Mon	Tue	Wed	Thu	Fri	Sat	Sun					
1	02/05/22	02/06/22	11:30a-12n		0	0	0	0	0	1	1	0:15	20.00	1		
2	02/05/22	02/06/22	12n- 2p		0	0	0	0	0	1	1	0:15	50.00	1		
3	02/05/22	02/05/22	2p- 2:30p		0	0	0	0	0	1	0	0:15	20.00	1		
4	02/05/22	02/05/22	2:30p- 4:30p		0	0	0	0	0	1	0	0:15	50.00	1		
5	02/05/22	02/05/22	4:30p- 5p		0	0	0	0	0	1	0	0:15	20.00	1		
6	02/12/22	02/12/22	12:30p- 1p		0	0	0	0	0	1	0	0:15	20.00	1		
7	02/12/22	02/12/22	1p- 3p		0	0	0	0	0	1	0	0:15	50.00	1		
8	02/12/22	02/12/22	3p- 3:30p		0	0	0	0	0	1	0	0:15	20.00	1		
9	02/12/22	02/12/22	3:30p- 5:30p		0	0	0	0	0	1	0	0:15	50.00	1		
10	02/13/22	02/13/22	11:30a-12n		0	0	0	0	0	0	1	0:15	20.00	1		
11	02/13/22	02/13/22	12n- 2p		0	0	0	0	0	0	1	0:15	50.00	1		
12	02/13/22	02/13/22	2p- 2:30p		0	0	0	0	0	0	1	0:15	20.00	1		
13	02/13/22	02/13/22	2:30p- 4p		0	0	0	0	0	0	1	0:15	50.00	1		
14	02/19/22	02/19/22	11:30a-12n		0	0	0	0	0	1	0	0:15	20.00	1		
15	02/19/22	02/19/22	12n- 2p		0	0	0	0	0	1	0	0:15	50.00	1		
16	02/19/22	02/19/22	2p- 2:30p		0	0	0	0	0	1	0	0:15	20.00	1		
17	02/19/22	02/19/22	2:30p- 4:30p		0	0	0	0	0	1	0	0:15	50.00	1		

01/07/2
13:05:02

WYDC
Contract Confirmation

Page: 2

Contract number:	38695	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	02/05/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	03/12/22
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	COLLEGE BASKETBALL
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates		Run Times or Daypart	Qty /Wk	Valid Qty/Day							Lngh	Rate	Chnl
	From	Thru			Mon	Tue	Wed	Thu	Fri	Sat	Sun			
18	02/19/22	02/19/22	4:30p- 5p		0	0	0	0	0	1	0	0:15	20.00	1
19	02/19/22	02/19/22	5p- 7p		0	0	0	0	0	1	0	0:15	50.00	1
20	02/26/22	02/26/22	12:30p- 1p		0	0	0	0	0	1	0	0:15	20.00	1
21	02/26/22	02/26/22	1p- 3p		0	0	0	0	0	1	0	0:15	50.00	1
22	02/26/22	02/26/22	3:30p- 5:30p		0	0	0	0	0	1	0	0:15	50.00	1
23	02/26/22	02/26/22	5:30p- 6p		0	0	0	0	0	1	0	0:15	20.00	1
24	03/05/22	03/05/22	12n- 2p		0	0	0	0	0	1	0	0:15	50.00	1
25	03/05/22	03/05/22	2p- 2:30p		0	0	0	0	0	1	0	0:15	20.00	1
26	03/05/22	03/05/22	2:30p- 4:30p		0	0	0	0	0	1	0	0:15	50.00	1
27	03/05/22	03/05/22	5p- 7p		0	0	0	0	0	1	0	0:15	50.00	1
28	03/05/22	03/05/22	7p- 7:30p		0	0	0	0	0	1	0	0:15	20.00	1
29	03/06/22	03/06/22	12n-12:30p		0	0	0	0	0	0	1	0:15	20.00	1
30	03/06/22	03/06/22	12:30p- 2:30p		0	0	0	0	0	0	1	0:15	50.00	1
31	03/12/22	03/12/22	6p- 6:30p		0	0	0	0	0	1	0	0:15	50.00	1
32	03/12/22	03/12/22	6:30p- 8:30p		0	0	0	0	0	1	0	0:15	125.00	1

Billing Projection

01/07/2
13:05:02

WYDC
Contract Confirmation

Page: 3

Contract number:	38695	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	02/05/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	03/12/22
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	COLLEGE BASKETBALL
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates	Run Times	Qty	Valid	Qty/Day														
	From	Thru	or Daypart	/Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Lngh	Rate	Chnl					
	February																		

	25/	860.00	9/	435.00															

Total spots: 34 Gross: 1295.00 Net: 1295.00

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13:04:51

WYDC
Contract Confirmation

Page: 1

Contract number:	38696	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG	Valid from:	01/31/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	01/29/23
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	DIGITAL 2022
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates From Thru	Run Times or Daypart	Qty ----- /Wk	Valid	Qty/Day ----- Mon Tue Wed Thu Fri Sat Sun	Lngh	Rate	Chnl
	01/31/22 01/29/23	OTT DIGITAL 2022					500.00	1

Billing Projection

January	February	March	April
0/ 0.00	0/ 500.00	0/ 500.00	0/ 500.00
May	June	July	August
0/ 500.00	0/ 500.00	0/ 500.00	0/ 500.00
September	October	November	December
0/ 500.00	0/ 500.00	0/ 500.00	0/ 500.00
January			
0/ 500.00			

Total spots: 0 Gross: 6000.00 Net: 0.00

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15:52:46

WJKP
Contract Confirmation

Page: 1

Contract number:	38697	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG	Valid from:	04/07/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	09/22/22
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	METS ON WJKP 2022
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates	Run Times	Qty	Valid	Qty/Day											
	From	Thru	or Daypart	/Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Lngh	Rate	Chnl		
1	04/07/22	09/22/22	1p- 7p		0	0	0	4	0	0	0	0:15	15.00	3		

Billing Projection

April	May	June	July
12/ 180.00	20/ 300.00	16/ 240.00	20/ 300.00
August	September		
16/ 240.00	16/ 240.00		

Total spots: 100 Gross: 1500.00 Net: 1500.00

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01/07/2
15:52:19

WYDC
Contract Confirmation

Page: 1

Contract number:	38700	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	08/28/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	12/27/23
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	MLB, NCAA, NFL,
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates		Run Times	Valid							Qty/Day	-----		Lngh	Rate	Chnl
	From	Thru	or Daypart	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----			
				Qty	Mon	Tue	Wed	Thu	Fri	Sat	Sun					
1	08/28/22	08/28/22	8p-11p		0	0	0	0	0	0	1	0:15	100.00	1		
2	09/04/22	12/25/22	11a- 1p		0	0	0	0	0	0	1	0:15	50.00	1		
3	09/04/22	01/15/23	1p- 7p		0	0	0	0	0	0	2	0:15	200.00	1		
4	01/15/23	01/15/23	1p- 7p		0	0	0	0	0	0	1	0:15	200.00	1		
5	11/23/23	11/23/23	11a- 1p		0	0	0	1	0	0	0	0:15	75.00	1		
6	11/23/23	11/23/23	1p- 4p		0	0	0	1	0	0	0	0:15	275.00	1		
7	01/22/23	01/29/23	11a- 1p		0	0	0	0	0	0	1	0:15	50.00	1		
8	01/22/23	01/22/23	1p- 4p		0	0	0	0	0	0	1	0:15	300.00	1		
9	01/29/23	01/29/23	1p- 4p		0	0	0	0	0	0	1	0:15	350.00	1		
10	02/05/23	02/05/23	12n- 1p		0	0	0	0	0	0	1	0:15	75.00	1		
11	02/05/23	02/05/23	1p- 4p		0	0	0	0	0	0	1	0:15	675.00	1		
12	10/24/22	10/31/22	7:30p- 8p		1	1	1	0	1	1	1	0:15	75.00	1		
13	10/24/22	10/31/22	8p-11p		1	1	1	0	1	1	1	0:15	200.00	1		
14	06/09/23	08/11/23	7:30p- 8p		0	0	0	0	1	0	0	0:15	50.00	1		
15	06/09/23	08/11/23	8p-11p		0	0	0	0	1	0	0	0:15	75.00	1		
16	07/19/23	07/19/23	7:30p- 8p		0	0	1	0	0	0	0	0:15	100.00	1		
17	07/19/23	07/19/23	8p-11p		0	0	1	0	0	0	0	0:15	150.00	1		

Contract number:	38700	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	08/28/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	12/27/23
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	MLB, NCAA, NFL,
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates From Thru	Run Times or Daypart	Qty ----- /Wk	Valid	Qty/Day -----	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Lngh	Rate	Chnl
18	08/19/23 08/19/23	7:30p- 8p				0	0	0	0	0	1	0	0:15	100.00	1
19	08/19/23 08/19/23	8p-11p				0	0	0	0	0	1	0	0:15	150.00	1
20	09/16/23 12/02/23	12n- 1p				0	0	0	0	0	1	0	0:15	20.00	1
21	09/16/23 12/02/23	1p- 7p				0	0	0	0	0	3	0	0:15	50.00	1
22	12/09/23 12/09/23	12n- 1p				0	0	0	0	0	1	0	0:15	50.00	1
23	12/02/23 12/02/23	12n- 1p				0	0	0	0	0	1	0	0:15	50.00	1
24	12/02/23 12/02/23	12n- 1p				0	0	0	0	0	1	0	0:15	125.00	1
25	12/23/23 12/23/23	12n- 1p				0	0	0	0	0	1	0	0:15	30.00	1
26	12/23/23 12/23/23	1p- 4p				0	0	0	0	0	1	0	0:15	75.00	1

Billing Projection

August	September	October	November
1/ 100.00	12/ 1800.00	27/ 3900.00	14/ 2075.00
December	January	February	March
12/ 1800.00	11/ 2150.00	2/ 750.00	0/ 0.00
April	May	June	July
0/ 0.00	0/ 0.00	6/ 375.00	12/ 875.00
August	September	October	November
6/ 500.00	8/ 340.00	20/ 850.00	18/ 1030.00

01/07/2
15:52:19

WYDC
Contract Confirmation

Page: 3

Contract number:	38700	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	08/28/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	12/27/23
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	MLB, NCAA, NFL,
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates	Run Times	Qty	Valid	Qty/Day													
	From	Thru	or Daypart	/Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Lngh	Rate	Chnl				
	December																	

	9/	500.00																

Total spots: 158 Gross: 17045.00 Net: 17045.00

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13:04:40

WYDC
Contract Confirmation

Page: 1

Contract number:	38698	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	02/06/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	05/29/22
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	NASCAR 2022
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates		Run Times or Daypart	Qty /Wk	Valid Qty/Day							Lngh	Rate	Chnl
	From	Thru			Mon	Tue	Wed	Thu	Fri	Sat	Sun			
1	02/06/22	02/06/22	4p- 5p		0	0	0	0	0	0	1	0:15	75.00	1
2	02/06/22	02/06/22	5p- 7p		0	0	0	0	0	0	1	0:15	150.00	1
3	02/20/22	02/20/22	1p- 2:30p		0	0	0	0	0	0	1	0:15	80.00	1
4	02/20/22	02/20/22	2:30p- 6:30p		0	0	0	0	0	0	1	0:15	425.00	1
5	02/27/22	03/13/22	3p- 3:30p		0	0	0	0	0	0	1	0:15	50.00	1
6	02/27/22	03/13/22	3:30p- 7p		0	0	0	0	0	0	1	0:15	210.00	1
7	03/20/22	03/20/22	2:30p- 3p		0	0	0	0	0	0	1	0:15	50.00	1
8	03/20/22	03/20/22	3p- 7p		0	0	0	0	0	0	1	0:15	210.00	1
9	03/27/22	04/03/22	3p- 3:30p		0	0	0	0	0	0	1	0:15	50.00	1
10	03/27/22	04/03/22	3:30p- 7p		0	0	0	0	0	0	1	0:15	210.00	1
11	04/17/22	04/17/22	6p- 7p		0	0	0	0	0	0	1	0:15	50.00	1
12	04/17/22	04/17/22	7p-10p		0	0	0	0	0	0	1	0:15	210.00	1
13	04/23/22	04/23/22	3:30p- 4p		0	0	0	0	0	1	0	0:15	50.00	1
14	04/23/22	04/23/22	4p- 7p		0	0	0	0	0	1	0	0:15	175.00	1
15	04/24/22	04/24/22	2:30p- 3p		0	0	0	0	0	0	1	0:15	50.00	1
16	04/24/22	04/24/22	3p- 7p		0	0	0	0	0	0	1	0:15	210.00	1
17	05/29/22	05/29/22	5p- 6p		0	0	0	0	0	0	1	0:15	50.00	1

01/07/2
13:04:40

WYDC
Contract Confirmation

Page: 2

Contract number:	38698	Order Date:	01/07/22
Product Descr:	ELMIRA-CORNING REG AIRPORT	Valid from:	02/06/22
Advertiser	4516 ELMIRA CORNING REGIONAL	thru:	05/29/22
Agency:	0 (n/a)	Gross billing?	n
Rep Firm:	0 (n/a)	Affidavit?	y
Bill to:	ELMIRA CORNING REGIONAL	Exact times?	y
	276 SING SING RD, SUITE 1	Notarized script?	n
	ANN CROOK - MANAGERS OFFICE	Co-op invoice?	n
	HORSEHEADS NY 14845	Number of inv copies:	1
		Cust ord#:	NASCAR 2022
Acct Exec:	189 SCOTT BENJAMIN	Agency commission:	0.00
Class:	cm commercial matter	Rep firm commissn:	0.00
Terms:	3 NET 10 DAYS	A/E commission:	0.00
Billing	2 STANDARD BROADCAST MONTH	Revision number:	
Billing	14 BILL STANDARD BROADCAST MONTH	Revision date:	01/07/22

Page	Run Dates	Run Times	Qty	Valid	Qty/Day											
	From	Thru	or Daypart	/Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Lngh	Rate	Chnl		
18	05/29/22	05/29/22	6p-10:30p		0	0	0	0	0	0	1	0:15	210.00	1		

Billing Projection

February	March	April	May
6/ 990.00	8/ 1040.00	8/ 1005.00	2/ 260.00

Total spots: 24 Gross: 3295.00 Net: 1195.00

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2022 Contract

Order: 187

Contract Date: December 27, 2021

Agent: Stacey Sholar

Contact: Chelly Huffman

Phone: 607-739-5621 ext 236

Email: chuffman@co.chemung.ny.us

Agency / Client: Street Address: 276 Sing Sing Road, Horseheads, NY 14845

Advertiser: .Elmira Corning Regional Airport

Special Notes:

Start Date 3/1/22

End Date: 2/28/22

Size	Number of Units	Months	Cost Per Unit	Total
King Board 29x144	1	12	\$300	\$3,600
Production	1		\$150	\$150
				\$3,750



Read and Agreed: _____ Date: _____

Please sign and email back to: ssholar@cyradiogroup.com

1751 Hanshaw Rd. ♦ Ithaca, NY 14850

Phone: (607) 257-6400 ♦ Fax: (607) 257-6497 ♦ Email: cosadchey@cyradiogroup.com SPAM_ITEMNUMB



**ELMIRA CORNING
REGIONAL AIRPORT**

MY ELMIRA LIVES.COM
POWERED BY W E T M 18

Value • Convenience • Connections



**Television and Digital
Proposal
Advertising 2022**



ELMIRA CORNING
REGIONAL AIRPORT

2022 TV
March / April – December 2022



STAMP_ITEMNUMB

REGIONAL AIRPORT



TELEVISION PROGRAM	Spots	Total
WETM-18 News ROS (6a,5p,530p, 6p,11p)	225	\$6,750
WETM-18.2 5p-11p	265	\$530
WETM 18 News/Today Show(5a-9a)	188	\$3,760
Special fund- Prime specials, NFL football, Golf	50	\$2,500
www.mytwintiers.com digital pre-roll(10 months)	11,200/imp	\$2,800
TOTALS 728		\$16,340





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ELMIRA CORNING
REGIONAL AIRPORT



Value • Convenience • Connections

2022 Annual Campaign Summary:

- **728** - :15 (fifteen-second) commercials
 - Special Fund created to be allocated to premium events-Prime, NFL Golf, NASCAR, NBC specials
 - **112,000** pre-roll impressions
- Total Annual Investment = \$16,340

Authorized Agent: _____

Authorized Signature: _____

Date: _____



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with McFarland Johnson, Inc. on behalf of the Elmira Corning Regional Airport (RFP-2373 Engineering & Environmental Planning)

Resolution #: 22-162

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing awarding RFP-2373 Engineering & Environmental Planning for ELM to McFarland Johnson, Inc., on behalf of the Elmira Corning Regional Airport. The evaluation committee is requesting that this 5 year contract be a 1 year contract with four automatic one year renewals.

ATTACHMENTS:

File Name	Description	Type	Upload Date
RFP-2373_Evaluation_Form.pdf	RFP-2373 Evaluation Form	Cover Memo	2/7/2022
Proposal - McFarland_Johnson - _(RFP-2373_ELM).pdf	Proposal	Cover Memo	2/7/2022

STAMP_ITEMNUMB

RFP-2373 Engineering and Environmental Planning for the Elmira Corning Regional Airport
Evaluation Criteria

1 experience in comparable Airport projects and relative quality of such projects (10%)

Comment:

2 Reputation for integrity and competence (10%)

Comment:

3 Key personnel professional background and experience (10%)

Comment:

4 Degree of project understanding & interest shown in undertaking the scope of work (5%)

Comment:

5 Experience/familiarity with FAA/NYS DOT Administrative policies, airport regulations and engineering requirements (10%)

Comment:

6 Demonstrated ability to meet schedules or deadlines (10%)

Comment:

7 Demonstrated ability to establish project budgets and complete work within the budget (10%)

Comment:

8 Capability to furnish qualified inspectors for construction observation and management (10%)

Comment:

9 Familiarity with Chemung County and Elmira Corning Regional Airport (5%)

Comment:

10 Evidence that consultant has established and implemented an Affirmative Action Program (10%)

Comment:

11 Demonstrated ability to proactively recommend programs, policies, and work efforts that would improve the airport and increase efficiency and efficacy of airport operation in a cost-conscious manner (5%)

Comment:

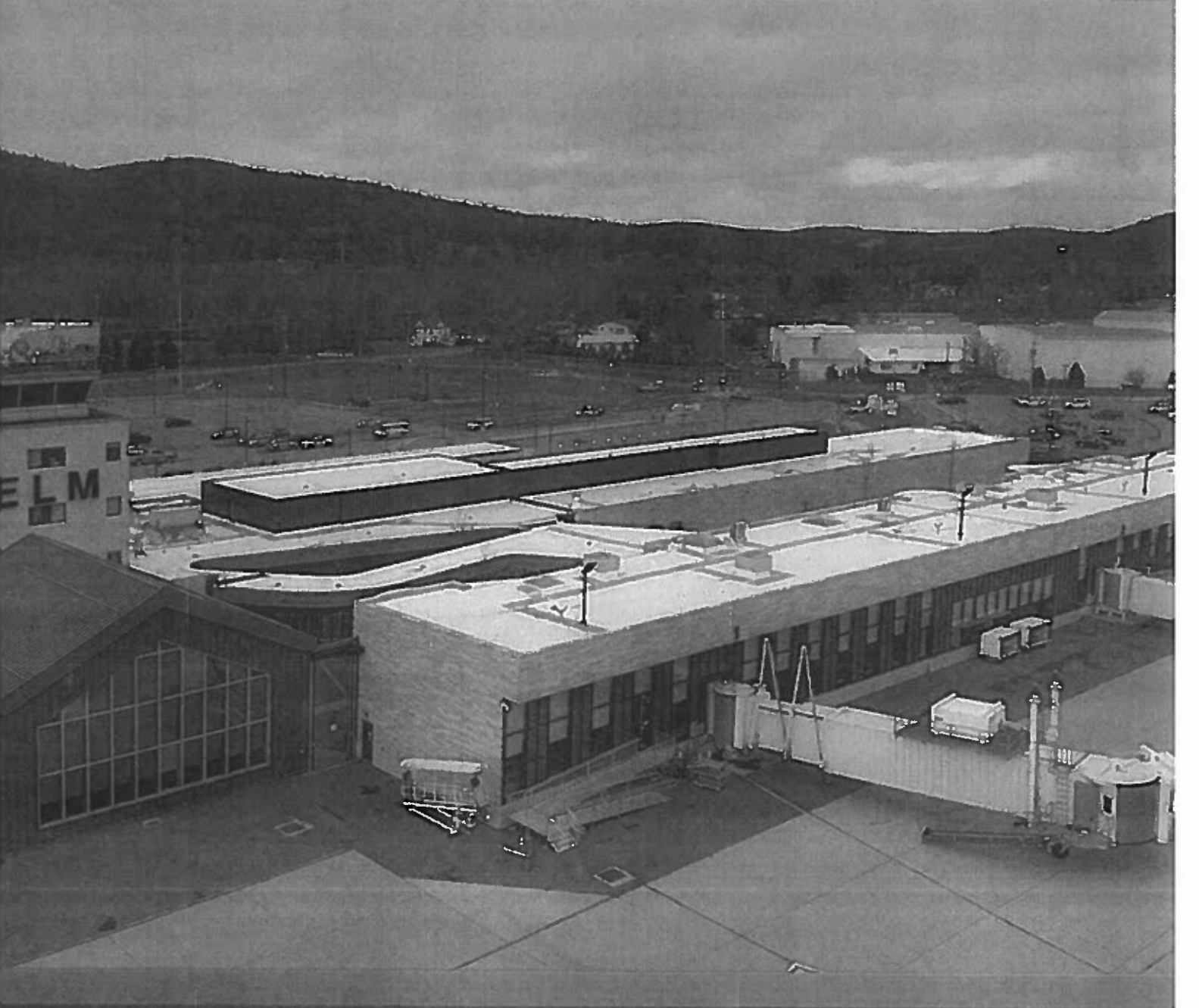
12 Demonstrated ability to incorporate sustainable practices in airport planning and engineering efforts (5%)

Comment:

Percentage:

10
8
10
5
10
10
8
8
5
10
5
5
Total Percentage

1 year contract w/ 4 renewals
automatic 1 year



Engineering and Environmental Planning for the



Proposal for RFP-2373



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Table of Contents

EXECUTIVE SUMMARY & CRITERIA CHECKLIST

1 UNDERSTANDING OF & INTEREST IN WORKING WITH ELM

- A. Familiarity with Chemung County & Elmira Corning Regional Airport (ELM)*
- B. Project Understanding & Interest in Undertaking the Scope of Work*
- C. Demonstrated Ability to Proactively Recommend Airport Improvements & Increase Efficiency & Efficacy of Airport Operations in a Cost-Conscious Manner*
- D. Demonstrated Ability to Incorporate Sustainable Practices in Airport Planning & Engineering Efforts*
- E. Experience and Familiarity with the FAA & NYSDOT*
- F. Demonstrated Ability to Meet Schedules & Deadlines*
- G. Demonstrated Ability to Establish Budgets & Complete Work Within Budget*

2 FIRM NAME, SIZE, AND LOCATIONS

3 KEY PERSONNEL

- A. Key Personnel Background & Experience*
- B. Organization Chart*
- C. Capability to Furnish Qualified Construction Inspectors*
- D. Evidence of Established Affirmative Action Program*
- E. Resumes*

4 EXPERIENCE

- A. Recent Experience in Providing Comparable Quality Airport Projects*
- B. Project Experience Sheets*

5 AIRPORTS PRESENTLY SERVED

6 REFERENCES

- A. Reputation for Integrity & Competence*

7 SUBCONSULTANT INFORMATION

- A. Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC*

8 FORMS

- Vendor Certification*
- Non-Collusion Form*
- Waiver of Immunity*
- Iranian Energy Divestment Certification*
- Certificate of Sexual Harassment*
- W-9*



McFarland Johnson

Innovative Solutions / Sustainable Results

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January 6, 2022

Mr. Thomas Freeman, Director of Aviation
Elmira Corning Regional Airport
276 Sing Sing Road, Suite 1
Horseheads, NY 14845

RE: **RFP 2373 – Engineering & Environmental Planning for the Elmira Corning Regional Airport**

Dear Tom:

Working with the Elmira Corning Regional Airport (ELM) and Chemung County over the past seven decades is a privilege that we don't take lightly. Throughout those years, we have seen many changes and have continued to earn our place as your strategic advisor and consultant of choice, providing all your engineering, environmental, and planning needs. McFarland Johnson hopes to continue this relationship, and offers the following:

A Trusted Partnership

You can trust in the support of MJ's professionals, because we have proven project success, serving as a trusted advisor, meeting budgets and schedules, and efficiently using scarce funding dollars. MJ has been an able partner, securing funding and delivering projects that address your priorities and we look forward to this continued relationship. We provide seamless continuity implementing your vision for ELM, supported by a proven team with unparalleled knowledge of ELM and strong FAA and NYSDOT Aviation Services Bureau relationships. This offers consistency when advocating for ELM and eliminates mixed messages and learning curves.

Achievement of Goals through Value-Added Services

Save time and money by continuing to harness MJ's comprehensive in-house, value-added services. ELM will remain well positioned for the future, because MJ's value-added services, like grants assistance and above-and-beyond efforts, help you achieve your goals. Beyond expertly executing the next project, MJ's value comes in doing the little (and big) things necessary to implement your vision for the coming years and reducing your administrative burden by tracking and managing ever-changing FAA funding deadlines. We will leverage our vast network of industry and funding agency contacts to give you the very best advice.

Local Talent that Meets All Project Challenges

Address any ELM needs with the support of the largest group of local aviation professionals and the diverse talent pool we offer. You can rest assured knowing your projects will progress more smoothly, backed by professionals experienced in navigating the idiosyncrasies of the NYADO and NY Aviation Services Bureau.

To ensure continuity, **Jeff Wood** will remain as your Program Manager and point of contact. Jeff's intimate familiarity with ELM, and status as an Officer at MJ, emphasizes the importance we place on our relationship with ELM. Jeff and your MJ professionals will also continue to be supported by Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC (Hunt), a Horseheads-based firm that will provide survey, construction, and landside design services. Hunt has partnered with MJ on many projects at ELM and is thoroughly familiar with ELM and Chemung County.

We look forward to continuing our successful partnership with ELM. Please note we are in receipt of Addenda 1 and 2, as reflected in the following proposal. If you have any questions or need additional information, please feel free to contact me or Jeff.

Sincerely,
McFarland-Johnson, Inc.

Chad G. Nixon, MBA/Aviation
President / Principal-in-Charge

STAMP ITEMNUMB



EXECUTIVE SUMMARY & CRITERIA CHECKLIST

To summarize the MJ Team's ability to successfully serve the Chemung County and ELM, we offer the following:

1. **EXPERIENCE IN COMPARABLE AIRPORT PROJECTS & RELATIVE QUALITY OF SUCH PROJECTS • 10 % ✓SECTIONS 4A & 4B**
 - MJ's Experience Ranges from General Aviation to Commercial Service Across the Country, across a Variety of Project Types, Providing a Wealth of Experience Relevant to ELM's Upcoming Projects
 - 75+ Years of Aviation Industry Experience within New York State
 - Selected Over Much Larger Firms to Lead Complex and Challenging Projects, Based on Successful Track Record
2. **REPUTATION FOR INTEGRITY & COMPETENCE • 10 % ✓SECTION 6A**
 - Numerous Award-Winning Innovative Projects & Patents, including National Recognition
 - Glowing References, with Decades of Successful Projects with Long-Standing Clients
 - Nationally-Recognized Aviation Experts that are asked to Present at Aviation Conferences Worldwide
 - Recognized & Well-Regarded by Regulatory Agencies
3. **KEY PERSONNEL PROFESSIONAL BACKGROUND & EXPERIENCE • 10 % ✓SECTIONS 3A, 3B & 3E**
 - Respected Program Manager with Significant Time Dedication to ELM and 30+ Years of Experience
 - Dedicated, Local Expert Airport Professionals from All Disciplines - Immediately Available to Work on ELM Projects
 - Depth of Staff and Proximity Allows for Increased Attention and Faster Project Delivery
4. **DEGREE OF PROJECT UNDERSTANDING & INTEREST SHOWN IN UNDERTAKING THE SCOPE OF WORK • 5 % ✓SECTION 1B**
 - Trusted Partner with Expert Knowledge of ELM
 - Consistent, Dedicated Program Manager who is a Firm Officer, Supported by Team of Local Professionals
 - Demonstrated Commitment to ELM and Providing Value-Added Services that it takes to Ensure ELM's Success
5. **EXPERIENCE WITH FAA/NYS DOT ADMIN. POLICIES, AIRPORT REGULATIONS & ENGINEERING REQ'S • 10 % ✓SECTION 1E**
 - To Advocate for ELM, MJ Leverages our Agency Knowledge
 - Experienced Staff to Assist in Navigating the Idiosyncrasies of NYADO & NY Aviation Services Bureau
 - Demonstrated Grant / Funding Assistance Success
6. **DEMONSTRATED ABILITY TO MEET SCHEDULES OR DEADLINES • 10 % ✓SECTION 1F**
 - Proven Track Record of Immediate Response & Demonstrated Ability to Deliver Projects in a Timely Fashion
7. **DEMONSTRATED ABILITY TO ESTABLISH PROJECT BUDGETS & COMPLETE WORK WITHIN THE BUDGET • 10 % ✓SECTION 1G**
 - Proven Staff and Technical Approach ensures Projects are Delivered On Time and On Budget
8. **CAPABILITY TO FURNISH QUALIFIED INSPECTORS FOR CONSTRUCTION OBSERVATION & MANAGEMENT • 10 % ✓SECTION 3C**
 - Deep Staff of ELM-Experienced Construction Inspectors
 - Seasoned Construction Administration Lead, Experienced in Minimizing Construction Impacts on Active Airfields
9. **FAMILIARITY WITH CHEMUNG COUNTY AND ELMIRA CORNING REGIONAL AIRPORT • 5 % ✓SECTION 1A**
 - 45 Years Experience Collaborating with Chemung County at Elmira Corning Regional Airport
 - Thorough Knowledge of ELM Capital Improvement Plan
10. **EVIDENCE THAT CONSULTANT HAS ESTABLISHED & IMPLEMENTED AN AFFIRMATIVE ACTION PROGRAM • 10 % ✓SECTION 3D**
 - MJ Consistently Meets or Exceeds Project DBE Goals, Strong Working Relationships with DBE Subconsultants with Impressive Airport Resumes, and all Subs Will be Chosen with ELM's Approval
11. **DEMONSTRATED ABILITY TO PROACTIVELY RECOMMEND PROGRAMS, POLICIES, & WORK EFFORTS THAT WOULD IMPROVE THE AIRPORT & INCREASE EFFICIENCY & EFFICACY OF AIRPORT OPERATIONS IN A COST-CONSCIOUS MANNER • 5 % ✓SECTION 1C**
 - MJ's Range of Capabilities and Value-Added Service Offerings Relieve County/ELM's Administrative Burden
 - Team Offers National Experience with Latest Technologies and Approaches to Share with ELM
12. **DEMONSTRATED ABILITY TO INCORPORATE SUSTAINABLE PRACTICES IN AIRPORT PLANNING & ENGINEERING • 5 % ✓SECTION 1D**
 - MJ's Team includes Credentialed Staff for Appropriate Implementation of Energy Saving Features and/or Sustainable Practices

While each of these areas are important, collectively they represent the totality of a firm's ability to serve you. MJ and our teaming partner are well qualified to deliver successful, innovative projects that are completed on time and on budget. We have evidence of this ability at over 100 other airports and award-winning projects in nearly every class of project, from planning to construction management. This proposal illustrates MJ's ability to be your partner in progress at ELM.

1 UNDERSTANDING OF & INTEREST IN WORKING WITH ELM

A. Familiarity with Chemung County & Elmira Corning Regional Airport (ELM)

MJ has assembled a highly-qualified, Southern Tier-based team of consultants with unmatched familiarity with Chemung County and ELM. MJ will be supported by Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC (HUNT) a Chemung County firm with a long history of teaming with MJ on projects at ELM. McFarland Johnson, who has been working at ELM for over nearly 45 years, bringing unparalleled understanding of the history and challenges that ELM faces. The strong partnership that we have developed with the County and ELM is a direct result of our on-going commitment to building long-lasting relationships by creating value for our clients.

What We've Accomplished over the Last Five Years Together

ELM has seen considerable change since 2017, beginning most notably with completion of the terminal project in 2018. Since completion of the transformational terminal project, the focus has turned to more "routine" maintenance and rehabilitation projects, with an eye toward positioning ELM to capture expected Federal stimulus / infrastructure funding and NYSDOT Aviation Capital Development funds. Recent accomplishments include:

- Reconstruction of the de-icing apron, a project that was long overdue, but had to be deferred due to the demands of the terminal project.
- Reconstruction of the terminal apron to provide concrete parking positions at all gates in the new departure lounge.
- Expansion of the fuel farm to serve the needs of general aviation users such as Corning's flight department and the second FBO (Premier).
- Securing a competitive grant from NYSDOT for construction of a critical Customs and Border Patrol facility needed by Corning, Inc. and other general aviation users.
- Submission of a comprehensive application for a second round of NYS Upstate Airport Economic Development and Revitalization funding. If awarded, the grant would fund several needed improvements such as access road safety, outbound baggage screening, terminal roof, ARFF rehabilitation, and others.
- Securing FAA funding for design of the Echo Apron and Taxiway A reconstruction, and a 4th Passenger Boarding Bridge to assure that ELM would have "shovel ready" projects well positioned to capture stimulus or infrastructure funding.
- Continued and on-going close collaboration on Airport issues. We view ourselves as extensions of Airport staff. We are available as needed to provide input or simply act as a sounding board for the menagerie of Airport issues that arise daily from identification of parking solutions to assisting with lobbying on behalf of the Airport.



ELM has a robust airfield infrastructure and is well situated to meet future needs, to continue as a highly competitive airport within the Region.



B. Project Understanding & Interest in Undertaking the Scope of Work

MJ's employee owners are proud to go above and beyond the typical role of airport consultants. McFarland Johnson drives value for the County and Airport in the following ways:

A Trusted Partnership | Team with Unparalleled Knowledge of ELM



Achievement of Goals through Value-Added Service | Providing Whatever it Takes to Ensure ELM's Success!



Local Talent that Meets All Project Challenges | Aviation Experts Advocating for ELM



A Trusted Partnership | Team with Unparalleled Knowledge of ELM

ELM's ability to improve services, spur economic development, lower the burden on local taxpayers, and improve the Airport's and Chemung County's bottom line is enhanced by working with MJ, because we remain diligent in understanding and implementing your vision and priorities and assisting ELM to secure grant funding for needed projects. We understand the priorities of the funding agencies and have been able to tailor both individual projects and capital improvement plans to mirror these priorities.

McFarland Johnson is very familiar with the challenges faced by regional commercial service airports across New York State and the Northeast. Trends and challenges that existed prior to COVID-19 have only accelerated. We see ourselves as more than your engineers or planners, but as partners that are here to help you navigate these challenging times. In addition to offering engineering, planning, environmental, and construction inspection staff who are among the best in the business, we provide our clients access to staff experienced in economic development, financial planning, marketing, and airport operations. We partner with our clients to provide a range of services and expertise that our competitors simply do not provide.

Creating a successful partnership between an airport consultant and an airport sponsor involves much more than just designing projects. MJ understands this well and views our relationship with Chemung County and ELM as a strategic partnership in which we need to provide sound, trusted advice that is based on years of aviation experience, with sensitivity regarding how that advice will affect both the Airport and the County in the short and long term.

We understand that Chemung County and ELM face challenges that range from air service recovery, to preserving the robust airfield infrastructure. In the coming five years, the FAA will be scrutinizing the eligibility of the Engineered Materials Arresting System (EMAS) on the Runway 24 end and Runway 10-28. We anticipate these will be difficult discussions that could have a large impact on the Airport Improvement Program funding eligibility. Our team will work closely with you and advocate for ELM to minimize any erosion of your competitive advantage.

MJ maintains a strong network of industry contacts through active participation in industry organizations, such as AAEE and ACI. The air travel recovery is foremost on everyone's minds. Participation in various committees gives us access to other thought leaders in our industry, and inside insight into funding opportunities, the state of the industry, and other pertinent matters. We will apply that knowledge as we work with you to formulate future CIP's so that ELM is well



positioned to capture funding and participate in the air travel recovery. MJ has risen to face these challenges with ELM and will continue to do so if redesignated by Chemung County for this term agreement. We have partnered successfully with Chemung County to secure competitive discretionary and NYSDOT funding, and will continue to advocate for increases in the amount of competitive federal funding that ELM receives.



Achievement of Goals through Value-Added Service | *Providing Whatever it Takes to Ensure ELM's Success!*

Chemung County is among MJ's longest-standing clients. As such, we want to preserve that partnership with our service commitment. The fact that MJ is a 100% employee-owned firm is reflected by the high quality of our services, and it is this quality of service that we are committed to continue delivering to Chemung County and Elmira Corning Regional Airport. Nights, weekends, 24/7. That is when MJ's staff is available to assist with any need the County may have at the Airport, and the proximity of MJ's staff and local subconsultants allows our Team to immediately respond to ANY need you may have.

Recent examples of MJ's commitment to superior client service include the efforts that our Program Manager, Jeff Wood, has made in support of ELM's funding/regulatory requests from NYSDOT for the Customs project, as well as a pending request for Upstate Airport Revitalization funding.



Local Talent that Meets All Project Challenges | *Aviation Experts Advocating for ELM*

As your consultant, MJ will leverage our agency relationships to your benefit. We understand that we have a responsibility to bring you opportunities and help advocate at the highest levels for your needs. MJ is headquartered right here in the Southern Tier, giving us special insight into the conditions present in the Southern Tier. The Organizational Chart under the Key Personnel section, Section 3B, shows the key staff that will be assigned to projects at ELM. They are supported by a group of 33 Upstate NY-based experts, offering a full range of airport planning, environmental, airfield design, mechanical, electrical, and plumbing (MEP) design and construction services. Our team has been working with airports in New York for decades and our staff members have extensive interface with NYSDOT, the FAA's Eastern Regional Offices and the New York Airports District Office. This interface has resulted in a broad knowledge of each agency's regulations, policies, and procedures. Furthermore, McFarland Johnson staff regularly attend and present at numerous aviation conferences, in which opportunities present themselves to promote our airport clients and industry relationships are further forged.



MJ IS AN ACTIVE PARTICIPANT IN NATIONAL INDUSTRY EVENTS AND USES THOSE OPPORTUNITIES TO ADVOCATE FOR ELM.

MJ routinely meets with the FAA and NYSDOT to advocate for ELM's needs. We look forward to again being able to meet with our agency colleagues in person, on your behalf. We expect that the most recent meeting will result in approximately \$4.1 million of FAA funding for ELM.

Our unparalleled team of consultants live and work in the Southern Tier and have prior working experience with the County and Airport. The consultants providing services are all Upstate NY based, and we often utilize ELM for both personal and business travel. When you are relaying an issue to us, we often have firsthand experience, having lived it. Our team is, therefore, are more knowledgeable about the concerns of Chemung County and ELM and have a vested interest in the community and success of the Airport. This, coupled with the strength of our Team members and their responsiveness, makes the McFarland Johnson Team the most qualified to provide superior service to the County and Airport for this Agreement. Furthermore, in selecting the McFarland Johnson Team, you are choosing to partner with a group of consultants



with proven experience at the Airport. This eliminates the learning curve of working with consultants unfamiliar with ELM and ultimately saves the County and Airport time, money and headaches.

Tomorrow is Going to Be Even Better...

While MJ is proud of the great successes that have resulted from our partnership with the County and Airport, we continue to innovate and see greater accomplishments and a stronger relationship going forward. Some of the events to come that we're excited about include:

- Evolving MJ technology-based services such as visualizations, asset management, financial analysis, benchmarking, airport marketing services, and strategic planning will provide new opportunities for efficiency and growth to ELM.
- Growth of MJ's Southern Tier Aviation Staff to support your needs.
- Continuous advocacy efforts to target FAA and NYSDOT funding for ELM.

C. Demonstrated Ability to Proactively Recommend Airport Improvements & Increase Efficiency & Efficacy of Airport Operations in a Cost-Conscious Manner

At McFarland Johnson, we believe strongly that we must be an extension of your staff and consistently work to help improve your operation through joint strategic planning and recommendations for improvements that align with your goals. We strategize as a partner with Chemung County and ELM staff and search out ways to reduce the administrative workload on Airport staff so that they can do what they do best: making Elmira Corning Regional Airport #1 in the Twin Tiers.

With pandemic-related reductions in air service, positioning ELM with the right infrastructure to attract new or additional services and maintaining a clear focus on revenue and expenses is critical.

MJ's aviation services allow ELM to reduce costly and unnecessary expenses through the use of MJ's airport administrative offerings. Passenger Facility Charges (PFC's), development of rates and charges, grant coordination and annual Disadvantaged Business Enterprise (DBE) reporting requirements are only a few of the services that MJ offers to reduce the administrative burden on ELM and Chemung County staff and help keep the operation running effectively and efficiently. Without these MJ services, Chemung County would have to hire additional staff to perform unreimbursed tasks, adding a financial burden on the Airport, the County, and ultimately the tax payers.



MJ's staff are recognized across the U.S. as experts in their field. We understand well our responsibility to bring new innovative approaches to ELM's biggest challenges. Examples of MJ's innovation on projects at ELM include the focus on energy efficiency and sustainable geothermal heating and cooling to control energy costs in the expanded terminal building. Additionally, MJ has developed industry leading and patented software to efficiently assist airports with financial analyses, obstruction management, pavement management, and many other issues. We are committed to continue assisting in these areas in the next term agreement and will continue to innovate and improve to bring Chemung County new services and strategies to make ELM even better.

D. Demonstrated Ability to Incorporate Sustainable Practices in Airport Planning & Engineering Efforts

McFarland Johnson's motto, "Innovative Solutions / Sustainable Results", is reflective of our commitment to incorporating innovative ideas into our projects. At MJ, over half of our Facilities staff are LEED Accredited Professionals. In addition, our staff includes personnel certified in energy management (CEM), building commissioning (CBCP), and sustainable development.



(CSDP). Our certified professionals perform energy studies, value engineering and life cycle cost analyses. Sustainable design, energy efficiency and client savings are important to our design staff. At MJ, we focus on finding the sweet spot that makes the most efficient use of Chemung County's investment. We have been involved in numerous airport projects involving sustainable design components and are adept at providing solutions to reduce project life cycle costs and utility costs.

Recently, MJ completed energy efficiency audits and sustainability evaluations for selected Sponsor-owned buildings at Plattsburgh International and Griffiss International Airports. Buildings were surveyed to assess the condition and relative operating efficiency of the building envelope, lighting and HVAC systems. Recommendations to reduce energy cost, both in the short-term (quick, relatively inexpensive changes) and long-term (structural and/or facility changes that could reduce energy consumption), were provided. The recommendations included an opinion of probable cost to make the changes, payback period, rate of return and the impact on energy consumption.

MJ is a leader in the field of sustainability at airports. Our airport staff have presented at numerous professional organizations and conferences such as the U.S. Green Building Council (USGBC), American Association of Airport Executives (AAAE), Airports Council International – North America (ACI-NA), New York Aviation Management Association (NYAMA) and the FAA's Eastern Region Airports Conference. In addition, your Program Manager, Jeff Wood, CSDP, is an active member of the AAAE Environmental Services Committee and the ACI-NA Environmental Affairs Committee. These committees are active in the field of airport sustainability. Participation in these committees gives MJ access to cutting edge developments in airport sustainability and feedback from airport sponsors on the efficacy of new technologies.

MJ has conducted energy-efficiency and sustainability analyses at Plattsburgh International, Griffiss International, Dutchess County, Saratoga County, and Chautauqua County-Jamestown Airports. These studies evaluated HVAC systems, lighting, and building shells to identify opportunities to improve energy efficiency and reduce airport operating costs. We have deployed what we learned to design energy efficient buildings at airports such as Key West International, Pease, Wilkes-Barre Scranton, Bradley International, Buffalo Niagara, and many others. Renewable energy strategies are a key consideration for our building projects.

The award-winning Sustainable Master Plan Update for Buffalo Niagara International Airport that MJ prepared was the first Airport Master Plan Update nationally to consider airport sustainability and integrate National Environmental Policy Act requirements with the traditional airport planning process. MJ created a baseline assessment of existing energy and water use and solid waste disposal to establish goals and quantitatively measure improvements in these areas. In addition, facilities proposed in the Master Plan Update were evaluated for their environmental compatibility. Siting of proposed facilities considered operational considerations such as access, reduction of vehicle miles traveled, sun and wind exposure, and snow removal.

E. Experience and Familiarity with the FAA & NYSDOT

Our relationships with the FAA & NYSDOT benefit you.

MJ has been working with airports in New York for decades. On each of these projects, we have had extensive interface with NYSDOT, the FAA's Eastern Regional Offices and the New York Airports District Office. This interface has resulted in a broad knowledge of each agency's regulations, policies, and procedures.

McFarland Johnson has a keen understanding of NYSDOT and FAA rules and regulations. We assist our clients in applying for grants, as well as the processing of awarded grants. Our staff works closely with the FAA and NYSDOT in the planning and development of airport projects, ensuring that interim reports receive a quick review and that all appropriate rules and regulations are adhered to. This knowledge of FAA's and NYSDOT's rules and requirements is complemented by a close working relationship with their staffs, directly benefiting our clients. Furthermore, McFarland Johnson staff routinely attend seminars, workshops and conferences sponsored by the FAA and NYSDOT which provide the latest updates in policies and procedures. McFarland Johnson staff frequently present at aviation conferences nationally.



We focus on maximizing your grant awards.

McFarland Johnson has extensive experience assisting with applications for grant programs. Airport Capital Improvement Plans, pre-applications, grant applications, payment reimbursements, and project close-outs are routinely prepared for the majority of the firm's airport clients. McFarland Johnson has full-time experienced Grant and Financial Administrators for airport planning, environmental, design and construction projects on staff. Responsibilities include the coordination of paperwork among contractors, clients, FAA and state agencies regarding invoices, change orders, grant requisitions, lines of credit and amendments. We administer all progress outlay reports and requests for reimbursement for construction programs on behalf of the FAA and state agencies. We systemize all back-up information for outlay reports and prepare close-out packages, including scheduling audits, processing close-out forms, and finalizing requests for reimbursements. MJ is very familiar with the DBE regulations, and will prepare and administer an annual DBE program for you. Our grants staff have also developed an excellent relationship with Chemung County staff, working through the day-to-day steps necessary to keep the grants monies flowing in a timely manner, and ensuring all the proper supporting documentation is in place throughout the life of a grant.

As the Airport's Consultant, MJ will continue to assist the County in addressing key concerns and issues facing the operation, maintenance and improvement of the Airport. MJ has been very successful in obtaining grant funding for our airport clients and is committed to working with the County in developing proposals for needed improvements, and in working closely with the FAA and NYSDOT to bring those projects to fruition. The excellent relationships that MJ has developed with the staff at both the FAA and NYSDOT will ensure that the County's vision for the Airport, and the specific development proposals presented, will get a fair hearing from these agencies.



MJ believes that periodic face-to-face meetings between airport sponsors and the New York Airports District Office (NYADO) are critical to maximizing available funding for projects important to the airport sponsor and improving the NYADO's understanding of the airport. McFarland Johnson works closely with our clients to plan and prepare for these planning sessions and special meetings and MJ stands ready to attend and to prepare any documentation and visual aids necessary in preparation for future meetings. We have helped facilitate several meetings between the County and FAA, NYSDOT, and others, and will continue to do so as your consultant. MJ will also serve as the County's liaison with NYSDOT and the FAA for day-to-day activities, relieving the burden placed upon your staff. MJ staff meets frequently with NYSDOT and the FAA, and are always actively advocating for our airport clients.

Regarding McFarland Johnson's past experience in developing financial strategies and advocating for funding on behalf of and in conjunction with our airport clients, we offer the following:

- MJ has advocated strongly for AIP funding for all of our clients. Our Upstate NY clients have been awarded nearly \$100 million in AIP funding in the last five years, over 20% of the total awarded statewide during that period.
- MJ advocated for AIP funding of approximately \$5.1 M at Elmira Corning Regional Airport in FY 2022.
- MJ is adept at assisting our airport clients with obtaining NYSDOT funding. In the most recent round of funding, MJ clients secured 59% of the overall funding and 92.3% of our grant applications were successful, including nearly \$1.3 million for the Customs project. The ELM award was among the largest grants awarded.
- The original funding plan for the terminal project committed three years of entitlement funding to that project, which led to the deferral of other needed projects. When the Supplemental Discretionary program was announced, MJ was able to secure a Supplemental Discretionary grant to "replace" the entitlement funds, allowing the badly needed de-icing apron rehabilitation and terminal apron rehabilitation projects to be accelerated.



- MJ is the premier financial strategic planning firm for Non/Small Hub Airports. MJ currently has had specialty financial planning and technology contracts with airports as distant as Anchorage, Alaska; Klamath Falls, Oregon; and Fort Lauderdale, Florida. Closer to home; MJ has developed numerous Business Plans for airports across New York State.
- MJ maintains relationships with the funding agencies at a much higher level than that of most of our competitors. This allows MJ's clients to always be the "first to know" of new funding initiatives and have advance notice of important opportunities. We maintain an outstanding relationship at the NYADO level with staff such as Evelyn Martinez, Janine Abyad, and Dave Carlin. We also have an outstanding relationship with your incoming FAA planner, Jose Moreno.

MJ's experience in developing financial plans and funding strategies for our clients will be a significant advantage to Elmira Corning Regional Airport and the County as you move forward with your airport development.

F. Demonstrated Ability to Meet Schedules & Deadlines

Jeff Wood will serve as Program Manager for Chemung County and Elmira Corning Regional Airport. Jeff's most important role as Program Manager will be to coordinate between various projects to ensure that airport development proceeds in an orderly and logical manner that meets the County's needs. Jeff will serve as a liaison between the County, the Airport and the MJ Team and will be responsible for communicating County/Airport goals to each project team member, as well as delegating responsibilities to the proper individuals. He will oversee all project teams and will hold periodic staff meetings to coordinate ongoing projects, monitor progress and report back to ELM staff to maintain continuous communication.

Jeff will be an extension of the County's staff and will be available to attend and participate in meetings, as well as represent the County, along with other key staff, in front of NYSDOT/FAA at ACIP workshops, and other meetings. Jeff has the full authority to commit the resources necessary to complete projects within budget and schedule. We emphasize a proactive approach to project management, where we keep our clients fully informed as to project status.

MJ's proactive Program Manager Plan allows all involved MJ staff to maintain awareness of each of our client's needs and how their projects are progressing. In this manner, MJ is able to quickly respond to changing priorities and reassign staff to 'get it done' for our clients. Our capabilities and responsiveness are reflected in numerous successfully completed fast-track projects, like the following Ogdensburg Runway Extension & Terminal Expansion project.

Completing the OGS Runway Extension & Terminal Expansion in Record Time

This comprehensive \$26M airport expansion provided the facilities necessary for an Ultra-Low-Cost Carrier (ULCC) to begin providing non-stop service to Florida destinations using a 177-seat Airbus A320 aircraft. Improvements included a runway and taxiway extension, parking expansion, terminal and terminal apron expansion. Planning for the project began in October 2013. McFarland Johnson provided the planning, an environmental assessment, permitting, design, and construction and completed all tasks in three years, to accommodate the ULCC's first flight in October 2016. This same process often takes 10 years or more using traditional methods. The compressed schedule required exceptional creativity and innovation by MJ during all phases of the project. The Airport had previously averaged approximately 3,000 enplanements annually; however, in 2016 there were 10,000 enplanements. The 10,000-enplanement mark triggers an increase in annual AIP entitlement funding from \$150,000 to \$1,000,000, and was easily surpassed in 2017, indicating sustained growth. Collections from the Passenger Facility Charge ("PFC") program have also seen a corresponding increase. These funding streams provide the Owner with additional financial resources to complete needed capital improvements. Key to success of this project was MJ's close collaboration with the Sponsor, FAA, state and federal elected officials to secure state and federal funding in a timely manner so as to not disrupt the compressed construction schedule.



**MJ'S EFFORTS SUCCESSFULLY DELIVERED
THESE LARGE, COMPLEX PROJECTS WITHIN
AN EXTREMELY AGGRESSIVE SCHEDULE.**

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It is MJ's policy to be selective in responding to Requests for Qualifications. We focus on airports where our experience and capabilities are well-suited to serve the sponsor's needs. Additionally, we maintain an in-depth workload management program to ensure that our staff is not overloaded with project duties and that each of our clients gets the personal attention that they deserve. The vast majority of our project work is from repeat clients and we pride ourselves on never overextending our personnel. In this manner, we can continue to produce the quality work products that we have become known for.

MJ has been involved with numerous airport term agreements over the years. Our clients consistently express satisfaction and gratitude for MJ's performance throughout the course of these agreements. Some of these comments have been included within the References section (Section VI) of these qualifications.

G. Demonstrated Ability to Establish Budgets & Complete Work Within Budget

Bringing projects in on budget is our responsibility...and we deliver.

Key to successfully meeting the challenges of each project assigned under a term agreement, is the ability to provide the right staff to complete the work elements required and to have access to that staff in a timely manner. All of our projects at MJ are subject to strict conformance with our Quality Assurance Program. This program begins at the onset of a project with the initialization of a Project Management Plan (PMP). The PMP is utilized to identify the key members of the Project Team, identify what their project roles will be, and formally establish lines of communication not only between the team members, but the project sponsor and regulatory agencies involved. The PMP also ensures that all team members know the overall project scope, know the project schedule, are aware of any special conditions that apply to the project, know the project budget, with the various technical leads required to sign off that they have a clear understanding of these key issues.

During the design process, a formal system of checks and balances will be followed to ensure that each element of the project design receives sufficient quality assurance checks, performed by a senior level engineer. Our quality assurance system requires that each check made along the way be documented and preserved for future reference within the project file. Each and every comment made during our multiple quality control reviews is addressed and the method in which it is addressed is documented, as well. Quality control is an intricate part of what we do, and is a key factor in the high levels of client satisfaction we have been able to achieve and maintain.

The end result of our Quality Assurance Program is reflected in our ability to provide projects that are constructed without major changes or cost overruns. This is a testament to the effort we put into developing budgets for the Airport's Capital Improvement Program (ACIP), the attention we pay to updating these costs based upon construction cost indexes and bid histories, and the Quality Control Program that is incorporated into each design project. We have an excellent reputation with local contractors who recognize the fact that our projects are appropriately detailed, constructible, have adequate grant budgets to support the construction, and will not require grant amendments that can result in delayed payment.

Accurate cost estimates are critical for developing a realistic and actionable Capital Improvement Plan (CIP). To prepare accurate cost estimates, MJ utilizes a combination of publicly-available unit cost databases (e.g NYSDOT) and bid prices received for MJ airport projects across New York to monitor pricing. We also monitor industry trends, such as the ongoing labor and material shortage, to gauge what the bid environment might bring for the upcoming bid season. During the planning phase, generally 2-5 years prior to construction, construction costs are estimated utilizing key metrics, such as square feet of pavement, length of pipe, etc. We utilize percent of construction as a gauge of expected soft costs (design, construction administration). Starting approximately one year prior to construction, estimates are updated using a more detailed estimate of materials and quantities. Soft costs are estimated based upon the construction cost, but adjusted to consider site-specific conditions, such as the complexity of certain tasks, stakeholder coordination effort, and other factors.



In the grant application phase, construction costs are based on bids. Soft costs are estimated based on the specifics of the scope of work, utilizing a bottom-up approach. The scope of work is tailored to the project specifics. Hours necessary to complete each individual task are estimated. The hours for each task are then tallied to complete the soft cost estimate. A detailed scope of work that clearly describes the project, the work involved, and estimating assumptions is critical to preparing the cost estimate. The following graphic illustrates the process:

COST ESTIMATES PROCESS

CIP/PLANNING PHASE

CIP/PROGRAMMING PACKAGE

GRANT APPLICATION/CONTRACT

CONSTRUCTION

Concept cost based on key metrics
and major items

DESIGN/CONSTRUCT. ADMIN.

% of construction estimate

CONSTRUCTION

Estimate based on estimated
quantities and unit cost

DESIGN/CONSTRUCT. ADMIN.

% of construction estimate
considering project-specific factors

CONSTRUCTION

Based on bid prices

DESIGN/CONSTRUCT. ADMIN.

Bottom-Up calculation of
hours + costs to complete
tasks identified in scope



2 FIRM NAME, SIZE, AND LOCATIONS

McFarland-Johnson, Inc. (MJ), is pleased to have the opportunity to submit our qualifications to continue to provide engineering, planning, environmental and construction administration services to Chemung County and the Elmira Corning Regional Airport (ELM) for the Engineering and Environmental Planning airport consultant selection. MJ's familiarity with ELM and the specific challenges facing the County and Airport, make us uniquely qualified to assist Chemung County in the next phase of development at the Airport.



McFarland-Johnson, Inc. is a multi-disciplinary engineering firm with fully-staffed engineering, planning, environmental, and construction administration departments comprised of transportation, site/civil, structural, mechanical, and electrical engineers, as well as planners, environmental specialists, hydrologists, construction administrators, resident engineers, technicians and computer/CADD specialists. **MJ's permanent staff includes over 165 technical and administrative personnel.**

McFarland Johnson has been headquartered in Binghamton, NY for over 75 years. Since that time, we've provided planning, engineering, environmental and construction phase services to over 100 airport clients. To better respond to our clients' needs, MJ has added additional offices throughout the Northeast, over these years of service. As a 100% employee-owned company, pride of ownership compels our staff to listen and answer your needs and concerns.

The majority of work for this Agreement will be completed out of MJ's headquarters office; located within the Metrocenter at 49 Court Street, Binghamton, NY 13901. This office is staffed with approximately 50 individuals and is conveniently located less than an hour from the Elmira Corning Regional Airport. As needed, this core staff can be augmented by personnel at our other office locations. MJ's successful practice of inter-office work sharing allows staff from MJ's Canandaigua, NY; Saratoga Springs, NY; Westford, MA; Burlington, VT; Hollywood, FL and Concord, NH to assist with projects, as needed. MJ has the support of a strong team of local subconsultants that will also provide support services, as appropriate, during this Term Agreement.



3 KEY PERSONNEL

Having completed numerous projects at ELM, McFarland Johnson's staff is familiar with the challenges facing Chemung County and the Airport, as well as site-specific planning/design concerns. Our team of highly-qualified aviation professionals can effectively and completely perform all tasks that may be assigned under this Agreement.

A. Key Personnel Background & Experience

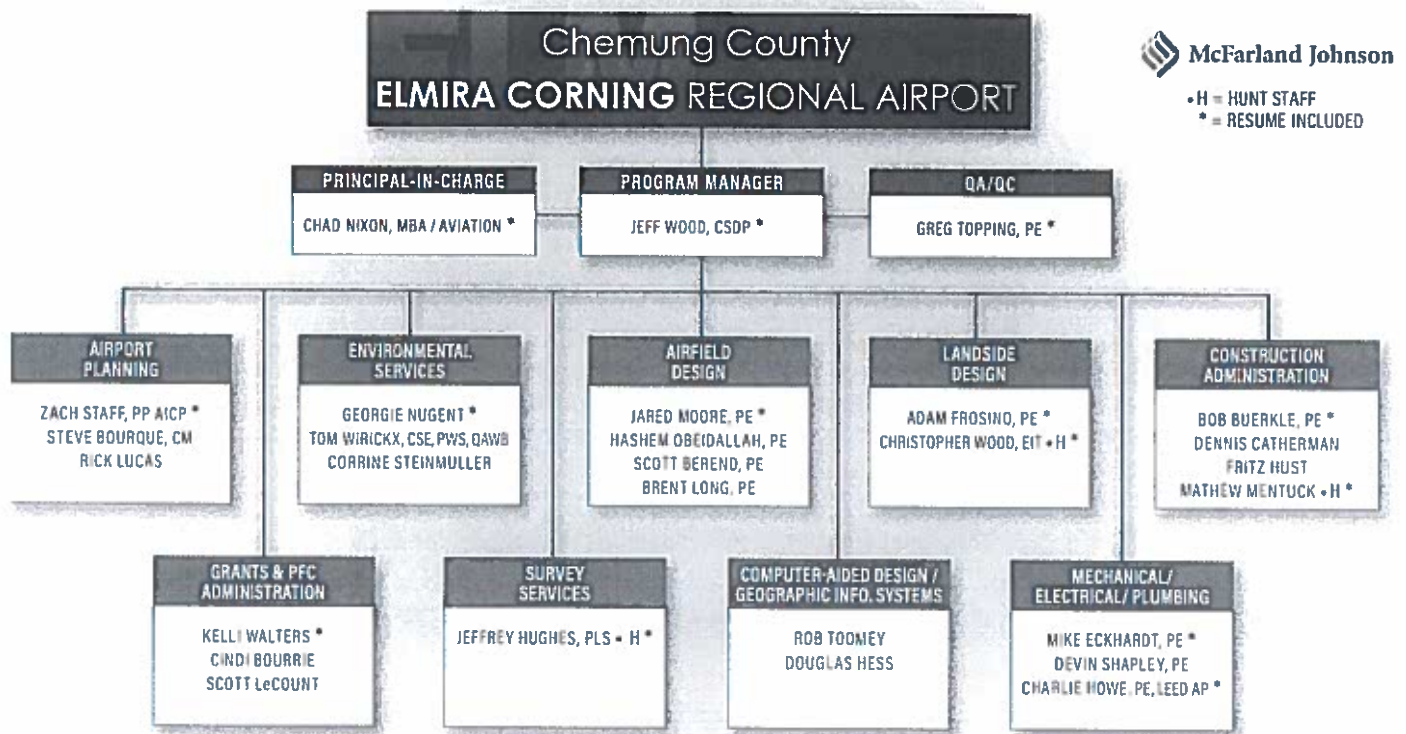
Program Manager: Jeff Wood will serve as Program Manager for Chemung County and Elmira Corning Regional Airport. He will meet with County and Airport representatives to discuss project goals, the scope of services that will be required for task orders, proposed completion dates and project budgets. As such, Jeff will be an extension of the County's staff and will be available to attend and participate in meetings, as well as represent the County/Airport in front of regulatory and funding agencies, along with other key staff. As Program Manager, Jeff will have full authority to commit the resources necessary to complete projects within budget and schedule. We emphasize a proactive approach to project management, where we keep our clients fully informed as to project status.

Jeff has over 33 years of experience providing environmental and planning documents for numerous airport clients and has worked with NYADO for the last 24 years. Jeff's close working relationship with the NYADO and staff at ELM make him the perfect fit for serving as your Program Manager. In addition to his experience in the coordination of capital programming, Jeff has led numerous projects for a broad spectrum of airport clients ranging from small general aviation facilities to large commercial service airports. He has served as the Project Manager for planning assignments at Elmira Corning Regional, Buffalo Niagara International, Hamilton Municipal, and Niagara Falls International Airports in New York and many other and commercial service and general aviation airports across the Northeast. Jeff has served as the day-to-day contact with ELM regarding the coordination of projects/grants during the last term agreements and will continue to do so during this Term Agreement. Jeff's high level of responsiveness, attention to detail, and broad experience with ELM continue to serve him well in this role.

Your Program Manager will be supported by a talented group of professionals skilled in all aspects of airport planning and design. This dedicated staff of airport professionals are extremely knowledgeable in federal and state guidelines for airport criteria. They keep their skills honed by attending seminars, workshops, and conferences sponsored by the FAA and NYSDOT, providing the latest updates in aviation technology and procedures. Staff members are also familiar with grant and DBE plan writing procedures. The organization chart that follows depicts the depth of staff available for this agreement.

B. Organization Chart

The key staff identified in this proposal are available to begin work on these projects immediately and will be available throughout the course of the Term Agreement to maintain the consistency of the Team. With a staff of over 125 personnel and additional subconsultant staff, the MJ Team has ample resources to complete projects within deadlines defined by the County. A chart depicting our Team's organization follows, along with brief descriptions of additional key team members.



Chad Nixon, MBA/Aviation – Principal-in-Charge – 27 Years: As the Officer at McFarland Johnson assigned to Chemung County, Chad will see that the appropriate resources are dedicated to ensure that ELM receives superior client service. Chad has a broad range of aviation experience including a highly-diversified aviation project management background with projects ranging from aviation planning, Capital Improvement Plan preparation, airport business and financial planning, and airport management, to airspace analysis, FAA and DOD liaison duties, and air traffic control, at airports large and small. His current responsibilities include serving as Project Principal for many of MJ's aviation projects and providing technical guidance on aviation forecasting, economic analysis, airport negotiations, aviation planning, airspace analysis, and project management. Chad's greatest strength is his ability to guide project teams in providing realistic planning and program management solutions that can be seamlessly implemented. Chad also brings great energy to the company and MJ's clients and is consistently sought out for his innovative problem solving skills. He is credited with developing the 'Dynamic Planning Process' and inventing the Dynamic Planning Analysis Tool.

Zach Staff, PP, AICP – Airport Planning Lead – 15 Years: Zach is an AICP Certified Planner who has also successfully coordinated and managed numerous projects for a broad spectrum of airport clients, ranging from general aviation facilities to commercial service airports. Recent assignments completed under his leadership include master planning assignments at Wellsville, Hamilton, Somerset and Northeast Kingdom International Airports. His master planning experience includes several dynamic master plans for clients like Niagara Falls International Airport. Other projects that Zach has coordinated include business plans, financial assessments, obstruction studies, land acquisition assistance, aircraft noise modeling, and environmental assessments.

Jared Moore, PE – Airside Design Lead – 14 Years: Mr. Moore's professional expertise encompasses design and construction inspection for a wide variety of projects at both commercial service and General Aviation (GA) airports. His experience includes the design of rehabilitation, reconstruction, and extension projects for runways, taxiways, and aprons including the design of Visual and Navigational Aids (VISAIDs & NAVAIDs). Specific experience includes design of projects utilizing



FAA Advisory Circulars and Orders, FAA airfield pavement design as well as the preparation of contract drawings, bid documents, technical specifications, design reports, and cost estimates. Mr. Moore is also adept at construction inspection, providing oversight of all phases of airfield construction operations including construction phasing and sequencing, large-scale earthwork, drainage, asphalt and concrete paving, electrical, and pavement markings. Other construction inspection responsibilities included leading periodic progress meetings, preparation of periodic estimates, and completion of FAA construction grant closeout items.

Adam Frosino, PE – Landside Design Lead – 16 Years: Mr. Frosino has valuable experience on landside aviation projects as well as auxiliary aviation building design projects (i.e. fuel farms, ARFF and SRE buildings) involving tasks such as site utility designs, roadway and parking lot designs, pavement analysis, drainage improvements, transportation planning and parking studies. He is familiar with a wide array of software including AutoCAD Civil 3D, Storm and Sanitary CAD, HydroCAD Stormwater Software, HY8 Culvert Design, MUTCD, and AASHTO, and is also well-versed in local and national design guidelines.

Mike Eckhardt, PE – Mechanical/Electrical/Plumbing (M/E/P) Lead – 25 Years: Mr. Eckhardt is a licensed mechanical engineer with 25 years of experience in engineering design solutions for aviation, educational, industrial and commercial clients specializing in engineered plumbing systems and petroleum bulk storage/dispensing systems. He has been the lead plumbing engineer for airport projects in throughout New York, New Hampshire, Massachusetts, and Connecticut involving terminal expansions, interior renovations, aircraft hangars, and snow removal equipment buildings. He has also led the design of aviation fueling projects at over a dozen airports in New York, Pennsylvania, and New Jersey. Mr. Eckhardt is also serving as the Engineering Project Manager for a terminal-wide HVAC System Replacement project at Buffalo Niagara International Airport.

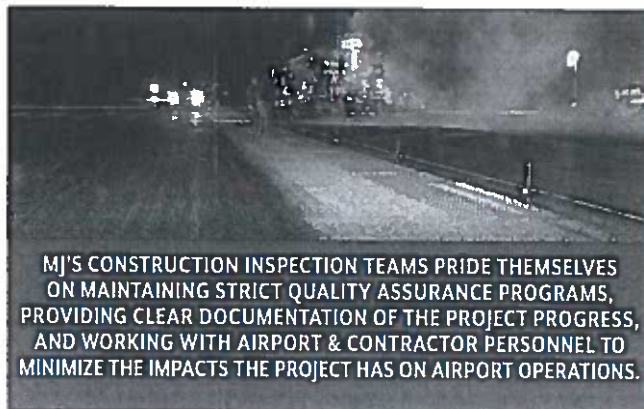
Georgie Nugent – Environmental Services Lead – 21 Years: Ms. Nugent has over 20 years of experience as an environmental professional and a project manager primarily working on a broad range of aviation and transportation projects. She is actively involved with the emerging environmental issues, regulatory requirements and funding mechanisms. She has a thorough understanding of state and federal regulations, including the New York State Environmental Quality Review Act (SEQR), the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), Section 404 of the Clean Water Act (CWA), and Section 4(f) of the USDOT Act. She has completed numerous Categorical Exclusions, Environmental Assessments and Environmental Impact Statements throughout New York State. She is also a Certified Hazardous Materials Manager (CHMM) with extensive knowledge and experience with the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

Kelli Walters – Grants Administration & PFC Lead – 24 Years: Ms. Walters leads MJ's Grant Administration Department and is experienced in administering NYSDOT Aviation Capital Grants, Passenger Facility Charge programs, and Airport Improvement Program Grants. She has a thorough working knowledge of grant funding program and eligibility requirements and maintains strong working relationships with FAA and state grant program staff. Kelli is instrumental in assisting our aviation clients in preparing grant applications, reimbursement requests, quarterly reports, and provides pro-active oversight and monitoring of grant progress, obtaining grant funding for projects and keeping grant allocations on track. Kelli was a key architect in the development of MJ's proprietary grant tracking software, which is used to monitor active grants from application through grant closeout. Kelli was involved in preparation of three successful grant applications under the 2016 Upstate Airport Economic Development and Revitalization Grant Solicitation and she provided grants administration services on 4 of the 6 projects that have been funded to date. Kelli is also fluent in DBE, MWBE and SDVOB requirements, including use of NYSDOT's Equitable Business Opportunities (EBO) system.

Subconsultants: McFarland Johnson has included a number of local subconsultants for this Agreement. These consultants include: HUNT, who will be **providing survey, as well as assistance with landside design and construction inspection**. MJ is pleased that HUNT is exclusive to our Team, which represents the outstanding ongoing working relationship that we have developed with them. Additional information regarding HUNT is included in Section 7A, Subconsultant Information, at the end of these qualifications.

C. Capability to Furnish Qualified Construction Inspectors

MJ is prepared to provide a high level of service to you during construction. Our Construction Services Group has an extensive staff of experienced and qualified inspectors with a diverse list of successfully completed projects. Our inspectors and administrators are familiar with the requirements of airport-specific items such as P-401 asphalt and P-501 PCC Pavement, as well as more common DOT specifications. Members of MJ's construction inspection staff have received training in pavement management systems, FAA airfield pavement design criteria, OSHA construction regulations, Stormwater Pollution Prevention Planning and our staff includes P-401 Inspectors, NICET I-IV Inspectors and ACI Concrete Technicians. Our construction inspection teams pride themselves on maintaining strict quality assurance programs, providing clear documentation of the project progress, and working with airport and contractor personnel to minimize the impacts the project has on airport operations.



Our inspection staff includes specialists in airfield pavements, structural construction and rehabilitation, building systems, and program management. We have assembled Construction Management Teams to handle not only individual projects, but to also manage construction programs. Some of these programs have included concurrent projects at various locations throughout a single facility. We can deliver the right blend of experienced personnel to meet all of the Sponsor's construction management needs.

Providing construction phase services for airports can be quite different than other types of clients. The completion of project assignments on an active airfield presents challenges that require a thorough understanding of airport operations. We have been working with airport operators and tenants for over 75 years to develop solutions that meet their specific needs. While many projects look the same on the surface, there are always unique situations with each airport that can have profound effects on the methods required to complete the assignment in a manner that is suitable to that airport.

As an example of this, we would point out that we have completed a multitude of construction management assignments at airports across the Northeast, and no two construction phasing programs have been the same. We approach each project with an open mind as to the type of construction phasing program that will impact each airport the least. We listen very closely to the airport operators, the tenants, and other interested parties to tailor a custom construction phasing program and make every attempt to address the concerns and special needs of every stakeholder in the project. We are familiar with the requirements and drawbacks of night work, have worked with very aggressive schedules, and understand impacts that each has on project costs and quality. We work very hard to balance these costs with the operational costs imposed on the airport.

Leading our Construction Administration / Inspection efforts, is Bob Buerkle, PE (Construction Administration Lead – 38 Years), who will be responsible for providing guidance and supervision to McFarland Johnson's resident engineers and construction inspection staff. Bob's professional experience in the transportation industry includes: aviation, highways, municipal utilities, and facilities, including construction management, project management and overall system management. As former manager of the Cortland County Airport, Bob has experience in the overall management of airport facilities, budgeting, contract management, reviewing and approving payments, negotiating hangar leases, airport tenant relations, community relations, and capital project planning. Bob has an extensive background in airfield and building construction. His experience includes cost estimating, bidding, construction administration and inspection, materials testing, and certification. He has first hand experience working with virtually all of construction firms who commonly bid on airport projects.

D. Evidence of Established Affirmative Action Program

McFarland Johnson is committed to providing Equal Employment Opportunities and supporting Affirmative Action. Our policy on Equal Employment and Affirmative Action includes, but is not necessarily limited to the following:

- No person will be discriminated against or be denied the benefits of any activity, program, or employment process.
- No person will be discriminated against with regard to recruiting, advertising, hiring, upgrading, promotions, transfers, demotions, layoffs, terminations, rehires, employment and rates of pay, and other compensations.
- It is the policy and practice of this firm not to discriminate against any individual because of race, color, religious creed, sex, marital status, national origin, ancestry, present or past history of mental disorder, developmental disability, sexual orientation, learning disability or physical disability, including but not limited to, blindness, except where any of the above is a bona fide occupational qualification or need.

A full copy of McFarland Johnson's EEO policy statement is available upon request.

E. Resumes

Resumes outlining detailed project experience for key staff members can be found on the pages that follow.

Jeffrey R. Wood, CSDP

Program Manager

GENERAL SUMMARY

Helping aviation clients achieve their vision is something that Jeff is passionate about. He demonstrates this passion by assisting in the formulation of Capital Improvement Plans (CIP) that align with the client's vision and garnering funds to achieve those plans. Jeff's high-level guidance and meaningful CIP insight was gained through over 30 years of leading airport planning, design, construction, and environmental assignments. His expertise includes Airport Master Plans, Obstruction Studies, Environmental Assessments, Runway Safety Area Studies, as well as airport business plans and economic impact studies. Jeff is thoroughly familiar with the requirements of Airport Improvement Program. He is a forceful advocate for airports, successfully securing funding for a wide variety of airfield, terminal, and landside development projects. In addition, Jeff is an active participant and frequent presenter at regional and national industry aviation events. In his current role, Jeff has overall responsibility for aviation operations in MJ's New York/Mid-Atlantic region.

REPRESENTATIVE EXPERIENCE

Obstruction Study, Buffalo Niagara International Airport, Buffalo, NY – Project Principal responsible for project oversight, staffing, and stakeholder coordination. This project involves the development of an obstruction study to identify obstructions to various imaginary surfaces identified in CFR 77, Table 3-2 of the FAA AC 150/5300-13A (as adjusted by Engineering Brief 99), the Obstacle Accountability Area, and the VASI/PAPI siting surfaces. Final deliverables include the development of an Obstruction Study Plan set as well as a narrative report. The project will also provide FAA AGIS compatible obstruction data for upload to the FAA's AGIS portal. *Project Owner: Niagara Frontier Transportation Authority*

New Medium Intensity Approach Lighting for Runway 27, Ogdensburg International Airport, Ogdensburg, NY – Client Manager responsible for project formulation, stakeholder coordination, and project oversight. This project involved the design and installation of a new, FAA owned, Medium Intensity Approach Lighting System with Sequenced Flashers (MALSF) for Runway 27. The MALSF will provide an important visual tool for pilots, particularly during poor weather conditions, while adding safety and minimizing delays and disruptions from flight diversions and cancellations. Design and permit coordination through multiple entities including FAA, NYSDOT, NYSDDEC, USACE and National Grid was paramount to the success of this project. The scope of work included MALSF towers and lighting system, threshold lights and foundations, electrical conduit and wiring, gravel access road, paved driveway, guiderail, fencing, and culvert piping. *Project Owner: Ogdensburg Bridge & Port Authority*

Master Plan Update, Tweed - New Haven Airport, New Haven, CT - Project Manager responsible for all aspects of the project including schedule and budget, technical analyses, and stakeholder coordination. MJ was the prime consultant for the Tweed-New Haven (HVN) Airport Master Plan Update. The project includes airport inventory, preparation of scenario-based forecasts of aviation activity, identification of facility requirements, alternatives analysis, and development of an airport layout plan. Key goals of the Master Plan included addressing the severely undersized terminal and associated landside facilities, determining the ultimate disposition of Runway 14-32, which was inactive at the time the Master Plan started, and determining the ultimate length of the primary runway, RW 2-20. The project also included extensive public outreach and evaluation of environmental constraints and permitting requirements. The project will result in an approved airport layout plan and will provide HVN a flexible planning tool to guide future airport development. *Project Owner: Tweed New Haven Airport Authority*

Economic Development & Terminal Revitalization, Buffalo Niagara International Airport, Buffalo, NY – Client Manager responsible for overall project execution, funding agency coordination, and stakeholder coordination. McFarland Johnson prepared a grant application to obtain funding for terminal enhancements at the Airport. MJ is now providing design services in relation to these improvements. The project consists of four major components: (1) Construction of an exterior canopy that extends from the terminal to the parking garage, providing a covered area for passenger vehicle loading and unloading; (2) Development of a Health and Wellness Promenade, and innovative space intended to mitigate traveler stress; (3) Installation of an energy efficient HVAC System with air filtration and sanitation; and (4) Construction of a Parking Facility Guidance Information System to efficiently guide drivers to available parking spaces in the congested parking garage. *Project Owner: Niagara Frontier Transportation Authority*

EDUCATION

BS - SUNY College of Environmental Science and Forestry / Environmental Studies / 1988

Certificate - University of Central Florida / FHWA Traffic Noise Modeling / 1999

Certificate - ACEC New York / Leadership Institute / 2010

Certificate - Association of Energy Engineers / Certified Sustainable Development Professional / 2014



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Chad G. Nixon, MBA/Aviation

Principal-in-Charge

GENERAL SUMMARY

Chad has a broad range of aviation experience including a highly-diversified aviation planning background with specialized experience in airport management, airspace analysis, FAA and DOD liaison duties, and air traffic control. He is involved in the management and strategy of statewide and airport-specific planning projects. Chad's expertise encompasses business planning, RNAV approach planning, master planning, marketing analysis and system planning. He has served as Project Manager, Project Principal and Technical Lead on a wide array of aviation projects.

REPRESENTATIVE EXPERIENCE

Taxiway B, C, E, F & G Reconfiguration, Syracuse Hancock International Airport, Syracuse, NY – Principal-in-Charge responsible for multi-year funding strategy and financial analysis relative to pavement deterioration. This project involved the reconfiguration of exit Taxiways B, C, E, F and G at the Airport. These taxiways were identified as FAA "hot spots" meaning they either have a history or increased potential risk for collision or runway incursion. The taxiways were reconfigured to meet current FAA geometric design standards. A detailed construction safety and phasing program was developed to minimize impacts of construction on airport operations while maintaining a work area that enables the highest quality of construction while still protecting work crews. The project was completed on time and within budget. *Project Owner: Syracuse Regional Airport Authority*

Economic Development & Terminal Revitalization, Buffalo Niagara International Airport, Buffalo, NY – Principal-in-Charge responsible for project oversight. McFarland Johnson prepared a grant application to obtain funding for terminal enhancements at the Airport. MJ is now providing design services in relation to these improvements. The project consists of four major components: (1) Construction of an exterior canopy that extends from the terminal to the parking garage, providing a covered area for passenger vehicle loading and unloading; (2) Development of a Health and Wellness Promenade, and innovative space intended to mitigation traveler stress; (3) Installation of an energy efficient HVAC System with air filtration and sanitation; and (4) Construction of a Parking Facility Guidance Information System to efficiently guide drivers to available parking spaces in the congested parking garage. *Project Owner: Niagara Frontier Transportation Authority*

Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY – Principal-in-Charge responsible to for client contact, regulatory agency communication and project oversight. The project involved the rehabilitation of Runway 7-25 (5000' x 150') and the intersection with Runway 10-28 through the Runway Safety Areas (RSA's). The rehab involved a variable depth mill and overlay to increase pavement thicknesses and to remove the "W" section and in-pavement drainage structures from the runway. The Runway 7-25 edge lighting and signage circuit was replaced with new cable in conduit, base mounted fixtures, and new constant current regulators in the electrical vault. The project was phased to minimize disruption to airport operations and included a 96 hour phase of round-the-clock construction to completely rehabilitate the intersection of Runways 7-25 and 10-28. MJ also provided construction administration. *Project Owner: Jefferson County*

Terminal Expansion Design, Portsmouth International Airport at Pease, Portsmouth, NH - Principal responsible for space planning and development alternatives screening and recommendations. The Portsmouth International Airport at Pease is being expanded to include a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal. This \$18M expansion includes 24,322 sf of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers. *Project Owner: Pease Development Authority*

Master Plan Update, Allegheny County Airport, West Mifflin, PA - Project Manager responsible for adherence to project scope, budget and schedule as well as development of dynamic planning tool. This project involves the development of a Master Plan Update (MPU) to assure the Airport and its environs are safe and efficient and evaluate the growing needs of airport users as well as the aviation needs of surrounding communities. *Project Owner: Allegheny County Airport Authority*

EDUCATION

MBA/A - Embry-Riddle Aeronautical University / Business Administration in Aviation (MBA) / 2004

BS - Embry-Riddle Aeronautical University / Professional Aeronautics & Business / 2000

Certificate - ACEC New York / Leadership Institute / 2009

Certificate - Federal Aviation Administration / Control Tower Operator (4684-8281) / 1998

Certificate - Federal Aviation Administration / Airport Planning Criteria (06401) Training / 2001



Gregory T. Topping, PE

QA/QC Lead

GENERAL SUMMARY

Greg has over 34 years of experience in engineering and management, including over 30 years in the field of consulting. He has served as a program manager for multiple airports and has been responsible for managing hundreds of millions of dollars in aviation projects, working through the life of projects from grant programming through airfield construction. This experience includes overseeing dozens of large-scale pavement rehabilitation and other significant airfield improvement projects, and leading or providing key elements of design on major airports.

REPRESENTATIVE EXPERIENCE

Taxiway A Pavement Rehabilitation Design and Construction Administration, Albany International Airport, Albany, NY - QA/QC Engineer responsible for quality control and project oversight. This project involves pavement rehabilitation and contract administration for Taxiway "A" (75'x 8,500') Pavement at the Albany International Airport. The project primarily consists of a mill and overlay of the existing asphalt paving of the primary parallel taxiway, Taxiway "A". The project includes surface drainage improvements, subgrade improvements, the determination of areas for full depth pavement replacement, and pavement markings. A complex Airport Construction Safety and Phasing Plan was developed to minimize the impacts of construction on airport operations. Deliverables include Engineering Plans and Specifications, Engineer's Design Report with Estimate of Probable Cost, Airport Construction Safety and Phasing Plans, Bid Phase Services, and Engineers Recommendation for Contract Award. *Project Owner: Albany County Airport Authority*

Economic Development & Terminal Revitalization, Buffalo Niagara International Airport, Buffalo, NY - Project Manager responsible for project team and stakeholder coordination, schedule and budget adherence, and QA/QC. MJ prepared a grant application to obtain funding for terminal enhancements at the Airport. MJ is now providing design services in relation to these improvements. The project consists of four major components: (1) Construction of an exterior canopy that extends from the terminal to the parking garage, providing a covered area for passenger vehicle loading and unloading; (2) Development of a Health and Wellness Promenade, and innovative space intended to mitigate traveler stress; (3) Installation of an energy efficient HVAC System with air filtration and sanitation; and (4) Construction of a Parking Facility Guidance Information System to efficiently guide drivers to available parking spaces in the congested parking garage. *Project Owner: Niagara Frontier Transportation Authority*

Taxiway B Extension Design & CI, Wilkes-Barre/Scranton Intl. Airport, Avoca, PA - QA/QC Engineer responsible for quality assurance review. This project involves designs for the extension of Taxiway B on the Runway 4 approach end at the Airport. The scope of work also includes an environmental assessment, relocation of FAA-owned navigational facilities, coordination with the FAA, stormwater management, embankment fill borrow material staging and coordination, taxiway lighting and signage design, and relocation of the Air Traffic Control Tower Access Road. *Project Owner: Wilkes-Barre/Scranton International Airport*

Terminal Apron Design, Elmira Corning Regional Airport, Horseheads, NY - Project Manager responsible for project team and stakeholder coordination, schedule and budget adherence, and QA/QC. This project involved design and construction administration services for the full-depth reconstruction of 84,000 sf of the terminal apron. The 2018 terminal expansion project, which extended the concourse to the east, resulted in jet bridges and aircraft parking positions that were outside of the former concrete parking area. The project required pavement strengthening to accommodate the increased use by heavier aircraft. Pavement, markings, signage and lighting were also provided. *Project Owner: Chemung County*

Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY - QA/QC Engineer responsible for overseeing construction administration and reviewing project documentation quantities calculations, to ensure compliance with company standards. The project involved the rehabilitation of Runway 7-25 (5000' x 150') and the intersection with Runway 10-28 through the Runway Safety Areas (RSA's). The rehab involved a variable depth mill and overlay to increase pavement thicknesses and to remove the "W" section and in-pavement drainage structures from the runway. The Runway 7-25 edge lighting and signage circuit was replaced with new cable in conduit, base mounted fixtures, and new constant current regulators in the electrical vault. The project was phased to minimize disruption to airport operations and included a 96 hour phase of round-the-clock construction for the intersection of Runways 7-25 and 10-28. MJ also provided construction administration. *Project Owner: Jefferson County*

Capital Planning & Environmental Engineering Services, Republic Airport, East Farmingdale, NY - Design Manager responsible for developing conceptual design, phasing, and cost estimates necessary for development of NEPA and capital planning documents. As part of this project, MJ provided environmental and planning assistance associated with managing the capital improvement program for the Airport and to meet Federal Aviation Administration (FAA) requirements associated with the federal Airport Improvement Program (AIP) and state-funded grants. All documents are being completed in accordance with applicable Advisory Circulars and include a full description of the proposed projects as well as impact on environmental resources such as groundwater, wetlands and biological resources. *Project Owner: New York State Department of Transportation*

EDUCATION

BS - Clarkson University / Civil and Environmental Engineering / 1986



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Zachary A. Staff, PP, AICP

Airport Planning Lead

GENERAL SUMMARY

With contributions to the aviation industry recently acknowledged through Airport Business Magazine's prestigious national "Top 40 Under 40" designation, Zach provides airport clients with planning analyses, financial analyses and associated technical research, as well as PFC programming assistance. Zach's expertise also includes federal, state, and local environmental permitting and planning requirements as well as obtaining regulatory approvals. He has an extensive background in geographic information systems (GIS), including data analysis. In addition, he has comprehensive planning experience such as interpreting zoning requirements, analyzing auto traffic flows, completing inventories of public spaces, and preparing and analyzing documents used for public hearings and meetings. As McFarland Johnson's Regional Aviation Planning Manager, Zach serves in a leadership role, supervising and mentoring planning staff throughout the company.

REPRESENTATIVE EXPERIENCE

Obstruction Removal Environmental Assessment, Niagara Falls International Airport, Niagara Falls, NY - Project Manager responsible for project coordination, stakeholder coordination and quality assurance reviews. This project includes the development of a Short Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) and a Full Environmental Assessment Form (FEAF) under the State Environmental Quality Review Act (SEQRA) for the removal of obstructions to Runway 6-24 and 10L-28R at the Niagara Falls International Airport. The Short EA reviews the removal of obstructions to the 14 CFR part 77 (Safe, Efficient Use, and Preservation of Navigable Airspace) Surfaces of all ends, as well as the 20:1, 34:1, 30:1 and 40:1 surfaces as identified in Advisory Circular 150/5300-13A (Airport Design). To assist with the development of the necessary environmental documentation, this project also included the development of conceptual (30%) design plans for appropriate mitigation and/or removal of identified obstructions within Airport-owned property. *Project Owner: Niagara Frontier Transportation Authority*

Obstruction Study, Buffalo Niagara International Airport, Buffalo, NY - Project Manager responsible for project coordination, coordination with aeronautical survey subconsultants, and development of the obstruction study narrative report. This project involves the development of an obstruction study to identify obstructions to various imaginary surfaces identified in CFR 77, Table 3-2 of the FAA AC 150/5300-13A as adjusted by Engineering Brief 99), the Obstacle Accountability Area, and the VASI/PAPI siting surfaces. Final deliverables include the development of an Obstruction Study Plan set as well as a narrative report. The project will also provide FAA AGIS compatible obstruction data for upload to the FAA's AGIS portal. *Project Owner: Niagara Frontier Transportation Authority*

Snow Removal Equipment Acquisition, Canandaigua Airport, Canandaigua, NY - Airport Planner responsible for grant administration, identification of necessary equipment and project coordination. With the recent completion of the Runway 13-31 Extension and Widening Project at the Airport, the Ontario County IDA found itself in need of additional new snow removal equipment to efficiently clear the runway, taxiways, aircraft parking aprons and T-hangar taxilanes. MJ provided grant administration, technical specification writing, liaison/coordination services with grant agencies, equipment vendors, New York State Office of General Services (NYSOGS) and the National Joint Powers Alliance (NJPA), and equipment inspection on this project to acquire a new Case 821F diesel powered front loader, new snowplow and wing, snow pusher bar and a folding v-plow for the existing 10-wheel Sterling plow truck at the airport. MJ coordinated the direct purchase of the loader and attachments, from the NYSOGS contract bid list, maximizing the amount of grant funds available to purchase the equipment, rather than having to put the project out for public bid. *Project Owner: Ontario County Office of Economic Development & Industrial Development Agency*

Snow Removal Equipment Acquisition, Cortland County Airport, Cortland, NY - Airport Planner responsible for grant administration, identification of necessary equipment and project coordination. McFarland Johnson assisted Cortland County with the acquisition of new Snow Removal Equipment (SRE) for use at the Cortland Airport. The SRE consisted of a new Case 821F front loader, Henke plow and wing combination, and a Smith Manufacturing sand spreader body that can be interchanged. MJ provided: grant administration, including completion of the FAA AIP grant application; coordination with equipment vendors and funding agencies; preparation of specifications; and assistance in the direct purchase of the SRE equipment from the NYSOGS and NJPA. MJ was able to maximize the grant funds available for equipment purchase by coordinating closely with equipment vendors, NJPA and NYSOGS for direct purchase of SRE that met the FAA's Buy American requirements, thereby obtaining the maximum level of equipment possible within the grant budget. *Project Owner: Cortland County*

EDUCATION

MA - Binghamton University / Geography / 2007

BA - SUNY Geneseo / Geography / 2005

Certificate - Harris Miller Miller & Hanson / Aviation Environmental Design Tool (AEDT 2b) / 2015



Georgeanna M. Nugent

Environmental Services Lead

GENERAL SUMMARY

Georgie has over 20 years of experience as an environmental professional and a project manager primarily working on municipal, public and transportation projects. She has a thorough understanding of state and federal regulations, including the New York State Environmental Quality Review Act (SEQR), the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), Section 404 of the Clean Water Act (CWA), and Section 4(f) of the USDOT Act. She is also a Certified Hazardous Materials Manager (CHMM) with extensive knowledge and experience with the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). In addition, she has regulatory, fiduciary, and governance oversight experience serving as an appointed board member for two New York State authority boards.

REPRESENTATIVE EXPERIENCE

Capital Planning & Environmental Engineering Services, Republic Airport, East Farmingdale, NY - Project Manager responsible for completion of categorical exclusion documents. As part of this project, MJ provided environmental and planning assistance associated with managing the capital improvement program for the Airport and to meet Federal Aviation Administration (FAA) requirements associated with the federal Airport Improvement Program (AIP) and state-funded grants. All documents are being completed in accordance with applicable Advisory Circulars and include a full description of the proposed projects as well as impact on environmental resources such as groundwater, wetlands and biological resources. *Project Owner: New York State Department of Transportation*

Short Environmental Assessment for Obstruction Removal, Oneonta Municipal Airport, Oneonta, NY - Senior Environmental Analyst responsible for preparation of the Short Environmental Assessment for on and off airport obstruction removal. This project entails preparation of a Short Environmental Assessment (EA) for on and off-airport obstruction removal. The EA includes the evaluation of potential social, environmental and economic impacts associated with land/easement acquisition and removal of approximately 8 acres of on-airport obstructions as well as 10 acres of tree obstructions located on 11 off-airport parcels in the approaches to Runway 6 and 24. In addition, the project is identified as a Type I Action under the NYS Environmental Quality Review (SEQR). MJ is completing the necessary documents of the project under SEQR. *Project Owner: City of Oneonta*

Terminal Area Plan Environmental Assessment, Ogdensburg International Airport, Ogdensburg, NY - Senior Environmental Analyst responsible for completion of the Environmental Assessment. MJ prepared an Environmental Assessment (EA) related to drainage and terminal area improvement projects at the Airport, which was funded with grant assistance from the FAA's Airport Improvement Program and NYSDOT. Preliminary designs and estimates were also provided for these improvements. Drainage improvements involved conveyance and capacity upgrades in the western portion of the airport property and the construction of a new 60-inch culvert under NYS Route 812, discharging to the Oswegatchie River. Improvements to the terminal area included construction of an expanded 3-4 gate passenger terminal building, the expansion of the terminal apron, and the construction of an equipment storage building. *Project Owner: Ogdensburg Bridge & Port Authority*

Runway 5-23 Phase A Construction Administration, Morristown Municipal Airport, Morristown, NJ - Senior Environmental Analyst responsible for review and coordination of soil sampling and off-site disposal of approximately 40,000 cubic yards of impacted soils. This project included evaluations and analysis, environmental analysis and permitting, design, and bidding associated with the construction of airfield pavement and base course, drainage structures, service roads and bridges, retaining walls, runway safety area (RSA) improvements, Engineered Materials Arresting System (EMAS), and instrument landing system (ILS) facilities for the primary runway at this large general aviation airport. *Project Owner: Town of Morristown*

Obstruction Removal Environmental Assessment, Watertown International Airport, Watertown, NY - Senior Environmental Analyst responsible for quality assurance review. This project involved the assessment of acquisition of land and easements, enhancement of existing easements, and tree obstruction removal to address penetrations of airspace of Runways 7-25 and 10-28. The EA included extensive wetland delineations within 52 acres of tree obstruction removal areas. MJ assisted the client by acting as liaison and project coordinator with FAA, landowners, and other stakeholders. Coordination and meetings with affected landowners early in the process was crucial. Close coordination with the client was important to meet the needs of the airport and fine tune the proposed acquisition. Areas of concern addressed in the EA included: cultural resources; wetlands; farmland; impacts to threatened and endangered species and social and economic impacts of land acquisitions. *Project Owner: Jefferson County*

EDUCATION

BS - SUNY Plattsburgh / Environmental Science and Geology / 1998

MS - Colorado School of Mines / Environmental Science and Engineering / 1999

Certified Hazardous Materials Manager (CHMM) / 2011



McFarland Johnson

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Jared P. Moore, PE

Airfield Design Lead

GENERAL SUMMARY

Jared's professional expertise encompasses design and construction inspection for a wide variety of projects at both commercial service and General Aviation (GA) airports. His experience includes the design of rehabilitation, reconstruction, and extension projects for runways, taxiways, and aprons including the design of Visual and Navigational Aids (VISAIDs & NAVAIDs). Specific experience includes design of projects utilizing FAA Advisory Circulars and Orders, FAA airfield pavement design as well as the preparation of contract drawings, bid documents, technical specifications, design reports, and cost estimates. He is also adept at construction inspection, providing oversight of all phases of airfield construction operations including construction phasing and sequencing, large-scale earthwork, drainage, asphalt and concrete paving, electrical, and pavement markings. Other construction inspection responsibilities included leading periodic progress meetings, preparation of periodic estimates, and completion of FAA construction grant closeout items.

REPRESENTATIVE EXPERIENCE

Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY - Senior Engineer responsible for development of the Construction Safety and Phasing Plan (CSPP), design of runway edge lighting and signage, and preparation of the project design report. The project involved the rehabilitation of Runway 7-25 (5000' x 150') and the intersection with Runway 10-28 through the Runway Safety Areas (RSA's). The rehab involved a variable depth mill and overlay to increase pavement thicknesses and to remove the 'W' section and in-pavement drainage structures from the runway. The Runway 7-25 edge lighting and signage circuit was replaced with new cable in conduit, base mounted fixtures, and new constant current regulators in the electrical vault. The project was phased to minimize disruption to airport operations and included a 96 hour phase of round-the-clock construction to completely rehabilitate the intersection of Runways 7-25 and 10-28. MJ also provided construction administration. *Project Owner: Jefferson County*

Taxiway B, C, E, F & G Reconfiguration, Syracuse Hancock International Airport, Syracuse, NY - Project Engineer responsible for grading, drainage, taxiway geometries and related specifications. This project involved the reconfiguration of exit Taxiways B, C, E, F and G at the Airport. These taxiways were identified as FAA "hot spots" meaning they either have a history or increased potential risk for collision or runway incursion. The taxiways were reconfigured to meet current FAA geometric design standards. A detailed construction safety and phasing program was developed to minimize impacts of construction on airport operations while maintaining a work area that enables the highest quality of construction while still protecting work crews. The project was completed on time and within budget. *Project Owner: Syracuse Regional Airport Authority*

New Medium Intensity Approach Lighting for Runway 27, Ogdensburg International Airport, Ogdensburg, NY - Lead Design Engineer responsible for the layout of the MALSF which included design of the approach light profile over NYS Route 68 and associated site infrastructure (gravel roads, electrical conduit, fencing, and drainage). Also developed the Construction Safety and Phasing Plan (CSPP) for the project which included coordinating closure of the runway at the airport (their only runway, so effectively closing the airport). In addition, produced the plans, construction cost estimate, specifications, design report, and completed the bid and award phase for the project. This project involved the design and installation of a new, FAA owned, Medium Intensity Approach Lighting System with Sequenced Flashers (MALSF) for Runway 27. The MALSF will provide an important visual tool for pilots, particularly during poor weather conditions, while adding safety and minimizing delays and disruptions from flight diversions and cancellations. Design and permit coordination through multiple entities including FAA, NYSDOT, NYSDEC, USACE and National Grid was paramount to the success of this project. The scope of work included MALSF towers and lighting system, threshold lights and foundations, electrical conduit and wiring, gravel access road, paved driveway, guiderail, fencing, and culvert piping. *Project Owner: Ogdensburg Bridge & Port Authority*

Taxiway A Pavement Rehabilitation Design and Construction Administration, Albany International Airport, Albany, NY - Senior Engineer responsible for pavement rehabilitation design. This project involves pavement rehabilitation and contract administration for Taxiway "A" (75' x 8,500') Pavement at the Albany International Airport. The project primarily consists of a mill and overlay of the existing asphalt paving of the primary parallel taxiway, Taxiway "A". The project includes surface drainage improvements, subgrade improvements, the determination of areas for full depth pavement replacement, and pavement markings. A complex Airport Construction Safety and Phasing Plan was developed to minimize the impacts of construction on airport operations. Deliverables include Engineering Plans and Specifications, Engineer's Design Report with Estimate of Probable Cost, Airport Construction Safety and Phasing Plans, Bid Phase Services, and Engineers Recommendation for Contract Award. *Project Owner: Albany County Airport Authority*

EDUCATION

BS - Clarkson University / Civil Engineering / 2007

Specialized Training - NYS Department of Environmental Conservation / Erosion & Sediment Control Training / 2011



McFarland & Son

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Adam J. Frosino, PE, PTOE

Landside Design Lead

GENERAL SUMMARY

Adam has valuable experience on landside aviation projects as well as auxiliary aviation building design projects (i.e. fuel farms, ARFF and SRE buildings) involving tasks such as site utility designs, roadway and parking lot designs, pavement analysis, drainage improvements, transportation planning and parking studies. He is familiar with a wide array of software including AutoCAD Civil 3D, Storm and Sanitary CAD, HydroCAD Stormwater Software, HY8 Culvert Design, MUTCD, and AASHTO, and is also well-versed in local and national design guidelines.

REPRESENTATIVE EXPERIENCE

Long-Term Parking Lot Expansion, Elmira Corning Regional Airport, Horseheads, NY - Project Manager responsible for providing design coordination both internally and with the project stakeholders; Also providing leadership to ensure the project schedule was met as well as managing numerous subconsultants. This project consists of the creation of 300 additional parking spaces to the existing long-term lot, including relocation of the exit toll plaza to create a safer and more efficient exit point onto Airport Road and additional queue length for patrons. The project will also realign Airport Road, creating an efficient loop road around the airport parking lots for passenger pick up. MJ also provided land acquisition and re-subdivision services for adjacent parcels, as well as extensive landscaping and aesthetic improvements to the adjacent private hangar facility. An off-site overflow parking lot was also developed to accommodate parking during construction. *Project Owner: Chemung County*

Runway 9-27 Extension & NYS Route 68 Relocation and Terminal Expansion, Ogdensburg International Airport, Ogdensburg, NY - Project Engineer responsible for traffic and parking analysis associated with the expansion to the airport to determine if any off-site roadway mitigation was necessary and to determine the appropriate magnitude of parking required. This \$24.4M project involves environmental permitting, design, and construction administration for the 1,200-foot extension of Runway 9-27 at the Airport, to provide sufficient length to meet the operational requirements of an Airbus A320 aircraft. The project also includes the realignment of NYS Route 68 to accommodate the runway extension, obstruction removal, extension and widening of the parallel taxiway, expansion of the airport terminal building, expansion of the aircraft apron and airport parking facilities. The EA included extensive wetland delineation and environmental impact evaluations as well as extensive coordination. This work was accomplished on an extremely compressed schedule. Conceptual feasibility, planning, NEPA, permitting, design and construction were all completed in 3 years, a process that can take 10 years or more under normal circumstances. Construction commenced less than 20 months after the start of preliminary design and the EA. *Project Owner: Ogdensburg Bridge & Port Authority*

Aircraft Rescue & Fire Fighting (ARFF) Building Design, Watertown International Airport, Watertown, NY - QA/QC Engineer responsible for reviewing all site design and civil infrastructure design prior to finalization of construction documents. The project involves design and construction of a new 10,255-sq ft ARFF building east of the existing fuel farm, with approximate 62,000-sq ft of apron and vehicle parking area on the north and south sides of the building, a new access road off of NYS Rte 12F, associated utilities, and stormwater management. The airport perimeter fence will be relocated to accommodate the new ARFF building. The building was designed per FAA and Airport requirements and include two bays for the storage of ARFF equipment, as well as a third bay to accommodate the maintenance of all airport equipment. Other spaces within the building will include a training room, dormitories, laundry facilities, kitchen/dining room, locker rooms, and restrooms, as well as room for equipment storage. MJ provided grant administration, project management, FAA and NYSDOT coordination, civil/site design, and construction administration, as well as leading the subconsultant architects who provided architectural, code/life safety, lighting, HVAC, structural, and plumbing designs. *Project Owner: Jefferson County*

Snow Removal Equipment Building Design & Bidding Phase Services, Canandaigua Airport, Canandaigua, NY - Project Engineer responsible for site/civil design and site plan approvals, as well as bidding services, construction support and project closeout. McFarland Johnson (MJ) designed a 2,500 sf, pre-engineered metal Snow Removal Equipment (SRE) building to serve as storage for the Airport's sizable inventory of equipment, including a 10-wheel plow truck, front loader and tractor. MJ provided design of the pre-engineered metal building, overhead doors, HVAC, lighting, site/civil and utility services. The building is strategically located along the airport service road with an entrance from Thomas Road, minimizing traffic impacts to aircraft, while still providing fast access to the airfield during snow conditions. The SRE building includes a heated equipment storage area, workspace and dry bulk storage area for materials and other equipment. *Project Owner: Ontario County*

EDUCATION

BS - University of Connecticut / Civil Engineering / 2006

Certificate - Transportation Professional Certification Board / Professional Traffic Operations Engineer / 2017

Certificate - OSHA / Ten-Hour Construction Safety / 2008



McFarland Johnson

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Robert J. Buerkle, PE

Construction Administration Lead

GENERAL SUMMARY

Bob has over 30 years of professional experience in the transportation industry including highways, aviation, municipal utilities, facilities, including planning construction management, project management and overall system management. As former manager of the Cortland County Airport, Bob has experience in the overall management of airport facilities, budgeting, contract management, reviewing and approving payments, negotiating hangar leases, airport tenant relations, community relations, capital project planning, design and construction management. He enjoys an excellent relationship with the FAA – NYADO, FHWA and NYSDOT Aviation Bureau. His experience includes managing projects involving airport safety improvements, airport runways, taxiways, aprons and hangar facilities. Bob's responsibilities included seeking and managing grant funding, grant administration, capital program budgeting and management, system /project planning, preliminary and detailed engineering design, public participation, legislative affairs, cost estimating, bidding, contract / construction administration, construction inspection, materials testing and certification, and construction project management.

REPRESENTATIVE EXPERIENCE

Taxiway B, C, E, F & G Reconfiguration, Syracuse Hancock International Airport, Syracuse, NY - Construction Supervisor responsible for assignment and management of inspection staff. This project involved the reconfiguration of exit Taxiways B, C, E, F and G at the Airport. These taxiways were identified as FAA "hot spots" meaning they either have a history or increased potential risk for collision or runway incursion. The taxiways were reconfigured to meet current FAA geometric design standards. A detailed construction safety and phasing program was developed to minimize impacts of construction on airport operations while maintaining a work area that enables the highest quality of construction while still protecting work crews. The project was completed on time and within budget. *Project Owner: Syracuse Regional Airport Authority*

Taxiway A Pavement Rehabilitation Design and Construction Administration, Albany International Airport, Albany, NY - Construction Supervisor responsible for project staffing and clarifying constructability concerns. This project involves pavement rehabilitation and contract administration for Taxiway "A" (75'x 8,500') Pavement at the Albany International Airport. The project primarily consists of a mill and overlay of the existing asphalt paving of the primary parallel taxiway, Taxiway "A". The project includes surface drainage improvements, subgrade improvements, the determination of areas for full depth pavement replacement, and pavement markings. A complex Airport Construction Safety and Phasing Plan was developed to minimize the impacts of construction on airport operations. Deliverables include Engineering Plans and Specifications, Engineer's Design Report with Estimate of Probable Cost, Airport Construction Safety and Phasing Plans, Bid Phase Services, and Engineers Recommendation for Contract Award. *Project Owner: Albany County Airport Authority*

Runway 7-25 and Intersection Rehabilitation, Watertown International Airport, Watertown, NY – Construction Supervisor responsible for assigning project construction observation personnel and reviewing Project Inspection Reports, QC/QA Materials Testing Reports, Contractor Change Orders and Contractor Applications for Payment. The project involved the rehabilitation of the entirety of Runway 7-25 (5000' x 150') and the full intersection with Runway 10-28 through the Runway Safety Areas (RSA's). The rehab involved a variable depth mill and overlay to increase pavement thicknesses and to remove the "W" section and in-pavement drainage structures from the runway. The entirety of the Runway 7-25 edge lighting and signage circuit was replaced with new cable in conduit, base mounted fixtures, and new constant current regulators in the electrical vault. A new primary wind cone was also added to the center of the airfield. The project was phased to minimize disruption to airport operations and included a 96-hour phase of round-the-clock construction to completely rehabilitate the intersection of Runways 7-25 and 10-28. MJ provided construction administration and oversight of the required quality control program, including material testing throughout the project. *Project Owner: Jefferson County*

Taxilane Relocation Design & Construction Administration, Elmira Corning Regional Airport, Horseheads, NY - Project Manager responsible for plan preparation and client coordination. This project provided for relocation of approximately 1,750 linear feet of existing Taxilane "T" to provide wingtip clearance to the new Concourse and Aircraft parking locations for the terminal revitalization project. The relocation of the Taxilane became necessary to provide adequate wingtip clearance between aircraft parked on the apron and those taxiing on Taxilane "T". Engineering design included Project Administration, Project Management, coordination with the project Sponsor and FAA NYADO, design surveying, geotechnical investigations, preliminary engineering design, development of construction safety phasing plans (CSPP), coordination with local ATCT, final design including preparation of construction plans, technical specifications, and opinion of probable construction cost. *Project Owner: Chemung County*

EDUCATION

AAS - SUNY Broome / Civil Engineering Technology / 1993
Specialized Training - NYSDOT / Bridge Inspection / 1987
Specialized Training - FHWA / Bridge Design Using LRFD / 1995



Kelli R. Walters

Grants & PFC Administration Lead

GENERAL SUMMARY

Kelli leads MJ's Grant Administration Department and has 23 years of experience administering and complying with various State and Federal Grant programs. She is instrumental in assisting our aviation clients in obtaining grant funding for projects and keeping grant allocations on track. The federal and state grant process continues to become more burdensome on airports. We recognize that you don't have a huge support staff at the Airport. Kelli and MJ's grant administrators make it easy on you and your staff to comply with grant-related regulations.

REPRESENTATIVE EXPERIENCE

Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY - Grants Administrator responsible for annual Capital Improvement Plan Updates and data sheets, grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. The project involved the rehabilitation of Runway 7-25 (5000' x 150') and the intersection with Runway 10-28 through the Runway Safety Areas (RSA's). The rehab involved a variable depth mill and overlay to increase pavement thicknesses and to remove the 'W' section and in-pavement drainage structures from the runway. The Runway 7-25 edge lighting and signage circuit was replaced with new cable in conduit, base mounted fixtures, and new constant current regulators in the electrical vault. The project was phased to minimize disruption to airport operations and included a 96 hour phase of round-the-clock construction to completely rehabilitate the intersection of Runways 7-25 and 10-28. MJ also provided construction administration. *Project Owner: Jefferson County*

New Medium Intensity Approach Lighting for Runway 27, Ogdensburg International Airport, Ogdensburg, NY - Grants Administrator responsible for annual Capital Improvement Plan Updates and data sheets, grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project involved the design and installation of a new, FAA owned, Medium Intensity Approach Lighting System with Sequenced Flashers (MALSF) for Runway 27. The MALSF will provide an important visual tool for pilots, particularly during poor weather conditions, while adding safety and minimizing delays and disruptions from flight diversions and cancellations. Design and permit coordination through multiple entities including FAA, NYSDOT, NYSDOT, NYSDOT, USACE and National Grid was paramount to the success of this project. The scope of work included MALSF towers and lighting system, threshold lights and foundations, electrical conduit and wiring, gravel access road, paved driveway, guiderail, fencing, and culvert piping. *Project Owner: Ogdensburg Bridge & Port Authority*

Deicing Apron Rehabilitation, Elmira Corning Regional Airport, Horseheads, NY - Grants Administrator responsible for grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. MJ undertook an extensive program to determine the quantity and quality of the existing pavements, the condition of the drainage structures that service the area, the deicing fluid separation controls, and the geometry of the pavements. The result was the realization that the existing pavements did not meet the structure required to service the current and projected aircraft fleet mix anticipated to utilize the facility. The design called for the complete full depth replacement of the existing asphalt pavements with concrete pavement, the replacement of the runoff collection trench drain system, new heavy duty catch basins, and the installation of new valves and piping to divert stormwater with deicing fluids to a collection and conveyance system. *Project Owner: Chemung County*

Long-Term Parking Lot Expansion, Elmira Corning Regional Airport, Horseheads, NY - Grants Administrator responsible for annual Capital Improvement Plan Updates and data sheets, grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project consists of the creation of 300 additional parking spaces to the existing long-term lot, including relocation of the exit toll plaza to create a safer and more efficient exit point onto Airport Road and additional queue length for patrons. The project will also realign Airport Road, creating an efficient loop road around the airport parking lots for passenger pick up. MJ also provided land acquisition and re-subdivision services for adjacent parcels, as well as extensive landscaping and aesthetic improvements to the adjacent private hangar facility. An off-site overflow parking lot was also developed to accommodate parking during construction. *Project Owner: Chemung County*

EDUCATION

AAS - SUNY Cobleskill / Business Administration / 1991



McFarland Johnson

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Michael A. Eckhardt, PE

M/E/P Lead

GENERAL SUMMARY

Mike is a licensed mechanical engineer with 24 years of experience in engineering design solutions for educational, medical, industrial and commercial clients specializing in engineered plumbing systems, petroleum bulk storage and dispensing systems, compressed air systems, and liquefied petroleum gas storage and distribution systems. He has provided plumbing solutions in compliance with applicable local and state codes, as well as design principles established by ASPE and ASHRAE. His primary design experience is with domestic water distribution systems, sanitary and storm drainage systems, low pressure and medium pressure natural gas and LP gas distributions systems.

REPRESENTATIVE EXPERIENCE

Economic Development & Terminal Revitalization, Buffalo Niagara International Airport, Buffalo, NY – Lead Mechanical Engineer responsible for responsible for overseeing and coordinating the internal and external design team related to replacing 26 HVAC units located throughout the terminal building. McFarland Johnson prepared a grant application to obtain funding for terminal enhancements at the Airport. MJ is now providing design services in relation to these improvements. The project consists of four major components: (1) Construction of an exterior canopy that extends from the terminal to the parking garage, providing a covered area for passenger vehicle loading and unloading; (2) Development of a Health and Wellness Promenade, and innovative space intended to mitigation traveler stress; (3) Installation of an energy efficient HVAC System with air filtration and sanitation; and (4) Construction of a Parking Facility Guidance Information System to efficiently guide drivers to available parking spaces in the congested parking garage. *Project Owner: Niagara Frontier Transportation Authority*

Terminal Expansion & Renovation, Plattsburgh International Airport, Plattsburgh, NY - Project Engineer responsible for plumbing design and plan preparation utilizing Revit. This terminal expansion project involved full engineering design services for a two-story, 87,731 square foot passenger terminal building addition, as well as renovation to the existing 41,380 sf terminal building. The engineering effort included new and renovated architectural, civil, structural, HVAC, plumbing, fire protection, baggage handling, special systems, passenger boarding bridges and electrical systems. An environmental assessment, site improvements, and paving work, as well as relocation of existing utilities are also included. The design also included access and internal roadway improvements as well as new and renovated parking areas to service the terminal expansion project. *Project Owner: Clinton County*

Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - Senior Mechanical Engineer responsible for plumbing system design. The design and construction of the \$61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies, including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. *Project Owner: Chemung County*

Terminal Expansion Design, Portsmouth International Airport at Pease, Portsmouth, NH - Senior Mechanical Engineer responsible for plumbing systems design. The Portsmouth International Airport at Pease is being expanded to include a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal. This \$18M expansion includes 24,322 sf of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers. *Project Owner: Pease Development Authority*

EDUCATION

BS - University at Buffalo / Civil Engineering / 1996

AS - Broome Community College / Engineering Science / 1993



Charles M. Howe, PE, LEED AP

Senior Electrical Engineer

GENERAL SUMMARY

Charles is a former Airport Manager with an education in electrical engineering. As such, he is very familiar with airfield electrical specifications and spends the majority of his time on the design of airfield electrical projects. His expertise encompasses all aspects of airfield electrical and lighting from simple edge lighting to complex switch gear regulators and computer-controlled lighting systems. His experience includes design of NAVAIDS and other airfield lighting/power projects, as well as electrical design for various airport buildings and facilities. He is adept at providing electrical power distribution design, security upgrades, lighting selection and design, field condition surveys, general power device layout, facility electrical load estimates, electrical one-line diagrams, special systems design, technical specifications, QA/QC design calculations, oversight and preparation of contract documents, preparation of cost estimates, preparation of grant applications, review of payment reimbursement requests, and construction inspection. He is also a LEED Accredited Professional, skilled at providing energy saving options.

REPRESENTATIVE EXPERIENCE

Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY - Senior Electrical Engineer responsible for overall electrical design including airfield series lighting circuits and constant current regulator power within the vault. He was also responsible for preparation of electrical technical specifications. The project involved the rehabilitation of Runway 7-25 (5000' x 150') and the intersection with Runway 10-28 through the Runway Safety Areas (RSA's). The rehab involved a variable depth mill and overlay to increase pavement thicknesses and to remove the 'W' section and in-pavement drainage structures from the runway. The Runway 7-25 edge lighting and signage circuit was replaced with new cable in conduit, base mounted fixtures, and new constant current regulators in the electrical vault. The project was phased to minimize disruption to airport operations and included a 96 hour phase of round-the-clock construction to completely rehabilitate the intersection of Runways 7-25 and 10-28. MJ also provided construction administration. *Project Owner: Jefferson County*

Terminal Expansion Design, Portsmouth International Airport at Pease, Portsmouth, NH - Senior Electrical Engineer responsible for QA/QC review. The Portsmouth International Airport at Pease is being expanded to include a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal. This \$18M expansion includes 24,322 sf of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers. *Project Owner: Pease Development Authority*

Taxiway B, C, E, F & G Reconfiguration, Syracuse Hancock International Airport, Syracuse, NY - Senior Electrical Engineer responsible for leading overall electrical design including updated airfield circuits serving elevated and in-pavement runway, taxiway edge lights, and runway guard lights. Also responsible for modifications to the airfield vault including new constant current regulators and parallel input circuits. This project involved the reconfiguration of exit Taxiways B, C, E, F and G at the Airport. These taxiways were identified as FAA "hot spots" meaning they either have a history or increased potential risk for collision or runway incursion. The taxiways were reconfigured to meet current FAA geometric design standards. A detailed construction safety and phasing program was developed to minimize impacts of construction on airport operations while maintaining a work area that enables the highest quality of construction while still protecting work crews. The project was completed on time and within budget. *Project Owner: Syracuse Regional Airport Authority*

New Medium Intensity Approach Lighting for Runway 27, Ogdensburg International Airport, Ogdensburg, NY - Senior Electrical Engineer responsible for overall electrical design for airfield lighting. This project involved the design and installation of a new, FAA owned, Medium Intensity Approach Lighting System with Sequenced Flashers (MALSF) for Runway 27. The MALSF will provide an important visual tool for pilots, particularly during poor weather conditions, while adding safety and minimizing delays and disruptions from flight diversions and cancellations. Design and permit coordination through multiple entities including FAA, NYSDOT, NYSDCE, USACE and National Grid was paramount to the success of this project. The scope of work included MALSF towers and lighting system, threshold lights and foundations, electrical conduit and wiring, gravel access road, paved driveway, guiderail, fencing, and culvert piping. *Project Owner: Ogdensburg Bridge & Port Authority*

EDUCATION

BS - State University of New York at New Paltz / Electrical Engineering / 2003

Certificate - U.S. Green Building Council / LEED Accredited Professional / 2009

Specialized Training - NYS Energy Research and Development Authority / Site Lighting / 2014



McFarland Johnson

STAMP_ITEMNUMB



Jeffrey R. Hughes, PLS

Survey Services Lead



Jeff Hughes joined HUNT in 2001 and has spent over 25 years developing extensive education, experience, and technical skill in land surveying - he became HUNT's Survey Team Manager in 2020. His responsibilities encompass transportation and environmental projects for USDA, FAA, FCC, NYSOGS, NYSDOT, NYSTA, and many counties and municipalities throughout New York. Jeff is knowledgeable of all state technical standards and guidelines and stays up-to-date in other areas, like requirements for ALTA/NSPS Land Title Surveys and the modernization of the National Spatial Reference System coordinate system. Jeff has field experience with GPS, Robotic Total Stations, and modern field-to-finish data collection systems to perform horizontal and vertical control for topographic and land boundary surveys, as well as construction layout. He also enjoys applying GIS to create maps, manage data, and build solutions.

Education

SUNY Alfred, College of Technology, BS, Survey Engineering, 1999

Professional Registration

Professional Land Surveyor, New York, 051095, 2020

Affiliations

NYS Association of Professional Land Surveyors

Continuing Education

OSHA 40 Hour HAZWOPER
ESRI courses

Skills

Elementary Survey Law
Trimble Real Works Laser
Scanning
Arc Map GIS
ArcGIS Pro
Trimble GPS
Drone 2 Map
Geoprocessing

Selected Project Experience

Elmira-Corning Regional Airport, Runway Rehabilitation, Big Flats, NY

Jeff performed Survey work at Elmira Corning Regional Airport to allow for the rehabilitation and new lighting of runway 6-24. His role included establishing and providing survey control, stakeout and volumetric quantity services while keeping runway active.

Federal Aviation Administration, Facility Survey at Elmira-Corning Regional Airport, Big Flats, NY

Determine ownership boundaries, contours, and forest canopy height covering the site surrounding an essential radar antenna.

Town of Big Flats, GIS Mapping for Big Flats Water Department, Big Flats, NY

Jeff worked on a town GIS water systems cloud-mapping project for system operations. Integrated hard-copy maps and data with cloud GPS field locations of water mains and valves for both the office and field work-force real-time access. After training, he transferred data to department personnel for asset tracking, record keeping, maintenance, and location awareness to provide safe and reliable clean water.

Yates County, Municipal Fiber to the Home, Yates County, NY

Jeff successfully developed eligible areas for the US Department of Agriculture ReConnect Loan and Grant Program to bring high-speed Internet to rural communities. Geoprocessing and filtering of Federal Communications Commission census data while excluding areas already deemed served with sufficient access by the New York State Broadband Program Office was an essential part of the process.

NYS Office of General Services, Elmira Correctional Facility, Elmira, NY

Completed stake-out services consisting of roadway, curb, drainage, sewerage, fencing, electrical, lighting, communication, and general grading for C.P. Ward.

NYSDOT Region 6 and Region 9 TASS Agreements

Senior Party Chief on several assignments for each Region. Responsibilities inclusive of survey field work for highway and bridge design projects along with hydraulic, topographic, GPS surveys and horizontal/vertical control networks.

Hohl Industrial Services Inc., Lockheed Martin Facility Construction Stakeout Survey, Owego, NY

As-built least squares analysis of anchor bolt location regression to determine the best fit attachment of a water tank sub-frame structure fitment.



Christopher L. Wood, EIT

Site/Civil Project Engineer

Chris Wood joined HUNT in 2013, bringing with him a wide range of practical experience in the various aspects of civil engineering for the public and private sectors. Mr. Wood is experienced in many aspects of the environmental and site development engineering and his proficiency at developing projects from concept through construction, including client coordination, municipal approvals, permitting, specifications, and construction. He is experienced at communicating among clients, state and local agencies, designing various types of sites, and at providing the end product of plans and specifications for project approvals and construction.

Education

Clarkson University, Potsdam, NY, BS, Environmental and Civil Engineering, 2007

Corning Community College, Corning, NY, AS, Engineering Science, 2006

Corning Community College, Corning, NY, AS, Liberal Arts and Sciences: Mathematics and Sciences, 2006

Professional Registration

Engineer in Training (EIT)
New York, Certificate #084563

Certifications

PA State Conservation Commission Environmentally Sensitive Maintenance of Dirt and Gravel Roads Certification, 2021

8-hour HAZWOPER Certification, 2015

FEMA National Incident Management System (IS-00700)

29CFR1910.120 – OSHA Hazardous Waste Operations & Emergency Response, 40-hour Training

29CFR1910.146 – Permit Required Confined Space Entrant, Attendant and Supervisor Training

Selected Project Experience

Luzerne County, Wilkes-Barre Wyoming Valley Airport, Wilkes-Barre, PA

Project Engineer for the design and construction for the rehabilitation of Runway 7/25. The 3000 ft long runway was cracking due to poor soil conditions beneath the asphalt and sub-base. FAA required a solution that would last 15-20 years. The task was to perform a reclamation process on the existing asphalt, mix with an asphalt emulsion, and then grade to 4" binder/top.

CDI Architects Group, LLC, Airport Project

HUNT assisted CDI Architects Group, LLC with site improvements that included installation of a new hanger, relocation and upgrade of terminal/offices, along with site improvements such as off-street parking, lighting, and stormwater management. Removal and replacement of the existing asphalt pavement, as well as new concrete pad and walk areas, were also included in the proposed improvements. The overall size of the facility increased by approximately 1.4 acres and included additional parking spaces to accommodate for the proposed improvements, and two (2) additional underground stormwater systems to capture any additional discharges developed from the site.

Prattsburgh Central School District, Prattsburgh, NY

Completed multiple site improvements projects for the District as part of their Capital Improvements Plan. These projects have included parking lot/access drive rehabilitations, lot reconfigurations, sidewalk replacements, and septic system improvements. The septic system improvements involved the design of a new septic tank and replacements absorption bed area.

Town of Erwin, Sanitary Sewer Collection System, Cooper Plains, NY

Project Manager for the design and implementation of a new Sanitary Sewer Collection System. After performing a study and assisting the Town of Erwin secure necessary finding, HUNT completed the design of a conventional gravity collection system servicing nearly 280 residential dwelling units and businesses. The collection system consisted of more than nine miles of gravity sanitary sewer within roadway rights-of-way along with back-lot installations to accommodate individual connections based upon former septic system locations. The new system also consists of four primary lift stations discharging to the existing wastewater collection system and wastewater treatment plant.

Village of Waverly, 2020 Water System Improvements, Waverly, NY

Project Manager for a water system improvement project to provide adequate water distribution and standby generators to each of the existing well houses to meet existing and future needs of the community. HUNT provided survey and preliminary plans of proposed improvements, final system design, regulatory submittals, bidding services, and will be performing construction administration. This project is expected to be completed in fall of 2022.



Matthew J. Mentuck

Construction Inspector

Mathew Mentuck is experienced in analyzing blueprints, researching materials pricing, determining manpower costs, and preparing detailed reports. He is proficient in AutoCAD, STADD, and MicroStation. Matt analyzes and designs engineering traffic patterns and road layout and curvatures, using specialized software to analyze traffic patterns. He has a multifaceted skill set, including technical writing, drafting and design, survey, and field inspection. As a certified open-water scuba diver, Matt is often called upon to conduct underwater inspections and certifications of swimming pool facilities. Prior to joining HUNT, Matt worked with a testing company that provided soils, concrete and masonry testing on various highway, bridge and building projects, familiarizing him with plans, specifications, and procedures. He also works in the field as an Instrument specialist on topographic surveys, boundary surveys, and building stakeouts.

Selected Project Experience

Education

University of Buffalo, Buffalo, NY,
BS, Civil Engineering, 2004

Certifications

NYS Department of
Environmental Conservation,
Erosion and Sediment Control,
Certified Inspector

NYS Department of
Environmental Conservation,
Storm Water Pollution Prevention
Plan (SWPPP) Certified Inspector

SDI Certified Open Water Diver,
Scuba Diving International

Continuing Education

HAZWOPER Refresher
Certification, 2021

Permit Required Confined Space
Training, 2021

Fall Protection Training, 2021

40-hour HAZWOPER Training,
2013

OSHA, 10-hour Construction
Industry Outreach Training, 2010

Paving Stone & Retaining Wall
Advancement in Design and
Engineering, 2008

LRFD for Highway Bridge
Superstructures - Concrete,
National Highway Institute, 2007

Community Involvement

Southern Tier Food Bank,
"Canstruction" Fund-raiser,
member of award-winning team,
Elmira, NY

Southern Tier Economic Growth, HUNT Drive expansion, Horseheads, NY
Matt completed the design for the extension of Hunt Drive at Airport Corporate Park in Horseheads, New York, to accommodate a new candy-manufacturing facility. The project included drainage, traffic circle layout, and pavement marking designs.

City of Elmira, Broadway Avenue Street Reconstruction Project, Elmira NY
Construction Inspection for a total street reconstruction from back of side walk to back of sidewalk, that include some sections of new sanitary sewer and storm sewer lines. Project cost was approximately \$1.3 million

City of Corning, Burmese Lane reconstruction, Corning, NY
Construction inspection for project to upgrade storm and sanitary sewer lines. The project was part of a new transportation center for the City of Corning, where sidewalks were added in the alleyway directly behind the buildings, and the alley itself was realigned, and all overhead utilities were placed under ground for a cleaner look.

Watkins Glen International, Race Track, Watkins Glen, NY
Construction inspection for storm pond installation, grandstand installation, and SWPPP inspections.

Town of Southport, Paving Inspection, Southport, NY
Construction inspection for road resurfacing project.

City of Elmira, Walnut Street Bridge Rehabilitation, Elmira, NY
Design and construction inspection for the rehabilitation of the Walnut Street Bridge over the Chemung River in the City of Elmira, NY.

Chemung County, Madison Avenue Conduit Project, Elmira, NY
Design, permitting, and construction observation to install new electrical conduit under Madison Avenue Bridge, to support the County's informational technologies department.

Chemung County, CR-35 Bridge Replacements over Madison Creek, Catlin, NY
Construction Observation for a BridgeNY project that replaced two bridges. The first structure replaced an existing steel multi-girder structure with a prestressed concrete spread box beam superstructure spanning 53'-0" founded on integral abutments supported on steel pile. The second structure replaced an existing steel multi girder structure with a 20 ft clear span skewed precast concrete three-sided rigid frame founded on concrete strip footings pinned into rock. Both structures were constructed within budget and on schedule in 2019.



4 EXPERIENCE

A. Recent Experience in Providing Comparable Quality Airport Projects

With 70 years of continuous aviation experience, MJ's resume is full of interesting and exciting projects. The following pages provide a sampling of the experience McFarland Johnson has with projects similar in nature to the anticipated Elmira Corning Regional Airport projects. Our experience demonstrates MJ's ability to offer the Chemung County a local firm with total in-house capability. As you will see in the following pages, MJ's project experience covers a wide array of projects and airport types, including projects that have won accolades and awards from the very aviation community we serve. *Detailed project experience sheets can also be found at the end of this section. Please refer to Section 5, "Airports Presently Served" for information regarding the airport clients that MJ currently serves and the services that we've provided.*

At McFarland Johnson, we believe that our Quality Assurance Plan, as well as our staff's experience, flexibility, technical diversity and "whatever it takes" attitude allows us to perform at a superior level day in and day out. These qualities, along with our ability to react readily and efficiently to unforeseen challenges makes us well equipped to handle the concerns that may occur with any project assigned to us.

Our Quality Assurance Process is about taking our clients to greater heights through a planned program of continual improvement of our firm's work processes and project management techniques. This translates into client benefits such as saving money, accelerating schedules and reducing problems during construction and start-up.

Airport Design Services

MJ's airport engineering services include a full range of both airside and landside design capabilities. We have airside design specialists that understand the demands of meeting design and phasing requirements that provide a safe construction work area for the contractors, while minimizing the impacts that these same projects have on airport operations. We have a full complement of civil, transportation, mechanical, electrical and structural engineers experienced at providing comprehensive design packages to our airport clients. Beyond airfield pavements, MJ has been involved in all aspects of landside design, including terminal buildings, passenger boarding facilities, airport support buildings, and aviation fuel facilities, as well as access roads and parking.



Recent airside design project experience includes taxiway projects at Elmira, Syracuse, Hamilton, and Morristown; runway extensions at Elmira Corning Regional, Pocono Mountains, and Hamilton Airports and rehabilitations at Finger Lakes Regional, Wellsville, Greater Binghamton, and Syracuse. We have completed apron projects at Elmira Corning Regional, Boston Logan, Hamilton, Manchester-Boston, Morristown and Canandaigua Airports. We have also recently completed obstruction removal projects at Canandaigua, Morristown, Wellsville, and Piseco Airports.

MJ's landside design experience includes equipment storage facilities at Wellsville, Morristown, and Lehigh Valley; new aircraft hangars at Elmira Corning Regional, Hamilton and Pocono Mountains Municipal; a new military derivatives completion center, terminal roof, security upgrades, terminal renovations, and a new restaurant at Elmira Corning; a new airport maintenance facility, security improvements, and terminal renovation projects at Greater Binghamton; a terminal expansion and renovation at Albany International; an award-winning project to relocate the historic terminal building at Manchester-Boston; and access and services roadway projects at Hamilton, Greater Binghamton, Piseco, and Elmira Corning Airports.



MJ AIRPORT DESIGN SERVICES

Runways, Taxiways & Aprons	NAVAIDS	Obstruction Removal
Runway Safety Area Improvements	Airfield Lighting & Signage	AWOS
Engineered Materials Arresting System	Obstruction Lighting	Aircraft Hangars
Equipment Storage & Maintenance Buildings	Arrestor Systems	Parking Lots
Security (Monitoring Systems, Gates, Fences, etc.)	Stormwater Management Studies	Grading & Drainage

Drainage & Stormwater Services: MJ has extensive stormwater experience, including expertise with all state-of-the-art hydrologic models. Our credentials include training and experience in all aspects of fluvial geomorphic field surveys, stability assessment and natural channel design methods. We routinely prepare SWPPP's, including post-construction stormwater management practices for water quality and water quantity control and are familiar with current Erosion and Sediment Control Best Management Practices (BMP's). MJ's experience also includes submissions to FEMA for Letters of Map Revision, a sound understanding of FEMA requirements, and established working relationships with FEMA personnel. Our staff is fully trained and experienced in using the following computer models: HEC-HMS, TR-20/TR-55, HEC-RAS, HY-8, HYDRAIN, HEC-11, HEC-18, HEC-20, HEC-23, as well as, proprietary software such as Haestad Methods PondPack (Stormwater Pond Modeling software) and StormCad (analysis of gravity storm sewer systems).

Aviation Planning Services

McFarland Johnson's airport/aviation planning services include: business planning, revenue enhancement strategies, economic impact analyses, master plans and layout plans, site selection, NAVAID studies, and approach feasibility studies. These services involve the collection and analysis of airport and service area characteristics, supplemented by data obtained through airport user surveys, facility/infrastructure inventories, and consultations with airport management, tenants, and local, state, and federal agencies. This data forms the basis for development of aviation/user demand forecasts, financial pro-formas and the identification of existing and future airport facility requirements.



MJ OFFERS A VARIETY OF AVIATION PLANNING SERVICES, FROM MASTER PLANNING TO OBSTRUCTION STUDIES AND LAND ACQUISITIONS. THE AWARD-WINNING ALLEGHENY COUNTY AIRPORT LAND ACQUISITION & RELOCATION ASSISTANCE PROJECT (ABOVE) IS AN EXAMPLE OF ONE SUCH PROJECT.

Our planning studies also include noise impact assessments, environmental evaluations of the recommended airport development, and customized community/public participation programs. Existing and future airport noise levels are analyzed using FAA's Aviation Environmental Design Tool (AEDT). Customized community noise measurement programs may also be implemented to establish baseline noise levels in adjacent neighborhoods. Final development recommendations are refined to minimize potential community impacts.

McFarland Johnson possesses expertise in comprehensive planning, terminal facilities evaluation, pavement analysis, land use analysis, infrastructure and transportation planning, environmental impact evaluation, and airspace analysis, as well as financial and economic impact analysis. MJ has completed relevant planning studies at airports such as Hamilton, Manchester-Boston, Niagara Falls, Morristown, and Buffalo Niagara Airports, as well as Elmira Corning Regional Airport.

Master Planning: MJ has completed numerous airport master plans and airport layout plan (ALP) updates, ranging from ALP updates at small general aviation facilities to planning studies at some of the largest commercial service airports. These types of airport planning services typically involve a review of existing facilities at the airport and the collection and analysis of airport operational and service area characteristics, supplemented by data obtained through airport user surveys, facility/infrastructure inventories, and consultations with airport management, tenants, airlines and local, state,

and federal agencies. This data forms the basis for development of 20-year aviation/user demand forecasts, and the identification of existing and future airport facility requirements. Once demand and facility needs are established, a set of practical alternatives is developed with detailed cost estimates for consideration by the airport sponsor. Using criteria established for review of the alternatives and coordination with key stakeholders, an alternative that meets the needs of the airport sponsor and the community can be recommended for implementation and becomes the basis for the ALP.

Critical to the master planning process is the ability to provide a planning tool that can be adjusted with fluctuations in the industry and changes at the airport. As such, MJ develops revenue models, airspace analysis tools, flexible forecasting projection and other adjustable planning tools that the airport can use over time rather than static plans that are not easily adjusted to changes at the airport. Additionally, MJ's planners work closely with the airport engineers and construction staff to ensure that a comprehensive plan is developed to avoid conflicts in future construction projects at the airport.

MJ has successfully completed or is currently preparing master plans for many airports across the Northeast, including work at airports such as Buffalo Niagara International Airport, Finger Lakes, Perry Warsaw, Tri-Cities, Piseco and Manchester-Boston Regional Airport.

MJ AIRPORT PLANNING SERVICES		
Business Planning	Terminal Area Plans	Airport Layout Plans
Fee Strategies	Airport Master Plan Updates	Economic Impact Studies
Analyses of Rates & Charges	Runway Safety Area Studies	Obstruction Studies
Concessions Planning	Benefit / Cost Studies	Land Acquisition Services
AJUA Negotiations Support	LPV Approach Studies	Parking / Access Studies

Business Planning: McFarland Johnson's planners are recognized experts in the development of airport business plans, including the analysis of existing facilities and services, preparation of market analyses and financial outlook and identification of revenue enhancement opportunities. These airport business plans typically culminate in a comprehensive document identifying key recommendations to enhance the operational and economic performance of the airport. MJ planners also typically provide executive summaries, brochures and community presentations for each airport business plan that they are involved in. MJ's involvement in this area includes work with state agencies such as the New York State Department of Transportation and the Vermont Agency of Transportation. In total, MJ has developed over 50 business planning documents for airports across the Northeast.

When it comes to airport business planning, MJ is THE most qualified firm to provide these services. MJ knows the market, understands the industry and is adept at identifying specific, practical solutions for airports in New York and across the Northeast.

Obstruction Studies & Airspace Analyses: MJ is an industry leader in obstruction studies and airspace analyses. Our staff is adept in identifying airspace obstructions, evaluating their impact on airport operations, and developing and executing plans to remediate or remove these obstructions. MJ has evaluated obstructions based on a variety of airspace criteria, including the traditional FAR Part 77, ILS/MLS criteria, various TERPS standards, and the still-evolving RNAV and LPV guidance. Within the last seven years, all of MJ's airspace projects have been accomplished through the use of high resolution orthophotography and digital object data, the same basis as required by the new Airports/GIS aeronautical survey program. MJ has developed a variety of techniques to quickly and accurately evaluate and identify obstructions to virtually any airspace surface. Recent obstruction studies completed by MJ include Canandaigua, Hamilton, Wellsville, Morristown Municipal, Capital Cities, and Pennridge Airports.

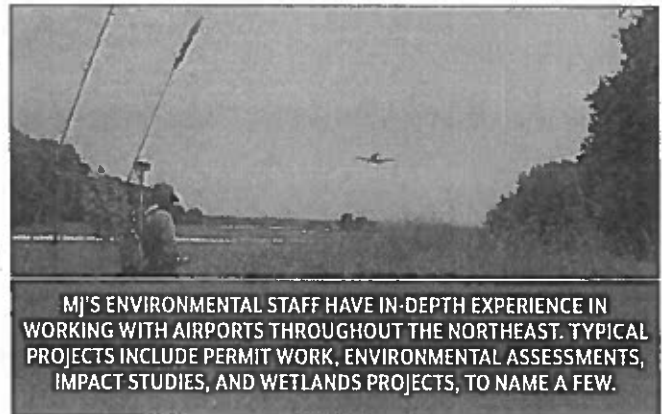
MJ is approved through the FAA Third Party Survey System (TPSS) for the provision of Airport/GIS Survey data into the FAA system and has performed aeronautical studies conducted under the FAA No. 405 guidance, as well as projects done

under both the AC 150/5300-18 and the AC 150/5300-18B guidance. In short, McFarland Johnson has been involved with the survey and analysis of instrument approach environment throughout the development of the current guidance. ***McFarland Johnson is credited with performing the first aerial survey in the Northeast, outside of the standard FAA process, for purposes of developing an LPV approach procedure.***

MJ's approach work includes a statewide RNAV approach feasibility study that was completed for the New York State Department of Transportation. The statewide RNAV study evaluated the feasibility of obtaining improved GPS approaches at various airports in New York State. The study was used to prioritize funding to complete the work necessary to implement these improved approaches across the state. Early on in the implementation of the Airports/GIS guidance, MJ completed aeronautical surveys under these guidelines at Syracuse Hancock International Airport and at Hamilton Municipal Airport.

Airport Environmental Services

MJ has extensive project experience in environmental analysis, resource management, and impact evaluation, at both commercial service and general aviation airports. This experience includes National Environmental Policy Act (NEPA) documentation (EIS's, EA's, and Categorical Exclusion Forms), aquatic and terrestrial inventories, hydro-geological investigations, stormwater permits and management programs, groundwater management studies, air quality studies using the Emissions and Dispersion Modeling System (EDMS), community noise impact assessments using the AEDT, and socioeconomic impact evaluations. Our staff is also experienced in identifying necessary federal and state permits, preparing permit applications, and submitting them for public agency review and approval, prior to construction of airport improvements.



All airport environmental studies and permit applications are designed to satisfy the requirements of the National Environmental Policy Act of 1969, and all subsequent federal, state, and local environmental regulations. As such, all work is conducted in strict accordance with Orders 1050.1F, "Environmental Impacts: Policies and Procedures" and 5050.4B, "National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects", as well as with applicable state and local requirements.

Our environmental project experience includes Environmental Assessments (EA's) at Elmira Corning Regional Airport, Canandaigua Airport, Buffalo Niagara International Airport, Niagara Falls International Airport, Hamilton Municipal Airport, Wellsville Municipal Airport, and Cortland County Airport. These EA's have evaluated a variety of projects including obstruction removal, land acquisition, hangar development, runway safety area improvements and/or runway extensions. ***Our outstanding working relationships with the environmental specialists at the NYADO allows us to specifically adapt our environmental documentation so that it is appropriate for the project and can be approved in an expeditious manner.***

In addition to NEPA and SEQR documents, MJ completes various kinds of environmental services related to design, construction, and operation of airport facilities. These include preparation of stormwater management plans associated with major runway projects including the Runway 6 extension at Elmira Corning Regional Airport, the Runway 17-35 extension at Hamilton Municipal Airport and the rehabilitation of Runway 10-28 at Syracuse Hancock International Airport. MJ has completed wetland delineations and obtained wetland permits for projects at Canandaigua Airport, Hamilton Municipal Airport, and various other airports throughout the Northeast.



MJ AIRPORT ENVIRONMENTAL SERVICES

NEPA Documentation	Stormwater Permitting	Air Quality Studies
Natural Resource Mitigation	Hydraulic/Stream Studies	Floodplain Studies
Ground & Surface Water Management	Endangered / Threatened Species	Regulatory Review
Biological Assessment & Evaluation	Wildlife Surveys & Management	SPCC Plans
Stormwater Pollution Prevention Plans	Hazardous Materials Assessment	Noise Studies
Wetland Delineation & Permits	Socio-Economic Impacts	Water Quality

Construction Supervision & Inspection Services

Construction within the confines of an active airfield is a uniquely challenging task. Our staff at MJ has been successfully completing airport construction projects for more than 75 years. We take great pride in our ability to gather the necessary information to understand the operations at the airport and tailor a safety and phasing program that not only minimizes the impacts on airport operations, but balances these impacts with the environment required to provide a high quality construction project.

MJ has recently provided construction management services for various airside and landside projects at Canandaigua, Hamilton, Elmira Corning Regional, Greater Binghamton, and Syracuse Hancock International Airports, among others. Projects have included runway extensions and rehabilitations, taxiway construction, various airport buildings (hangars, equipment and operations buildings, and terminals), new apron construction and rehabilitations, airfield lighting rehabilitations and runway safety area improvements.

Additional information regarding MJ's construction phase services, as well as details regarding available construction inspection staff can be found within these qualifications, in Section 3 Key Personnel, C - Capability to Furnish Qualified Construction Inspectors.

B. Project Experience Sheets

The following pages of this section showcase a sampling of recent McFarland Johnson projects that are similar in nature to those in ELM's ACIP. With 75+ years of airport consulting experience, we have completed multiple airport master plans; taxiway rehabilitations and extensions; design of SRE and maintenance buildings; equipment and land acquisitions; parking and access studies and improvements; and t-hangar projects, as well as providing construction inspection for the completion of these projects.

PROJECT EXPERIENCE



Taxiway B, C, E, F & G Reconfiguration

MJ provided complete design services for a taxiway reconfiguration project at this busy commercial service airport. The project involved the reconfiguration of exit Taxiways B, C, E, F and G at the Airport. These taxiways were identified as FAA "hot spots" meaning they either have a history or increased potential risk for collision or runway incursion. Existing midfield Taxiways C, F, B, and E located on the north side of Runway 10-28 were demolished. They were replaced by new Taxiways W and U which are aligned with existing Taxiways N and J respectively on the south side of Runway 10-28. Also, as part of the project the removal of Taxiway G, the direct access from the South GA Apron to Runway 10-28.

Two new access points, named Taxiway H2 and H3, connecting the South GA Apron to existing Taxiway H were constructed. The existing taxiways were removed and replaced with new taxiways that are in conformance with current FAA geometric requirements. MJ's design tasks included new pavement design, new runway and taxiway edge lighting, new signage, grading and drainage improvements. Construction Sequencing involved a comprehensive review of the aircraft mix, flight schedules, and typical taxi patterns to determine appropriate work areas for the project. A detailed construction safety and phasing program was also developed to minimize impacts of construction on airport operations while maintaining a work area that enables the highest quality of construction while still protecting work crews.

Design efforts included a topographic survey and the implementation of a Geotechnical Investigation Program to evaluate the pavement design, soils, and presence of groundwater. This information was used to determine pavement section depth and thicknesses for proposed asphalt. The project design efforts also included a review of current pavement markings, and other FAA Standards.

**Syracuse Hancock International Airport
Syracuse, NY**

Owner

Syracuse Regional Airport Authority

Completion Date

2020

Project Cost

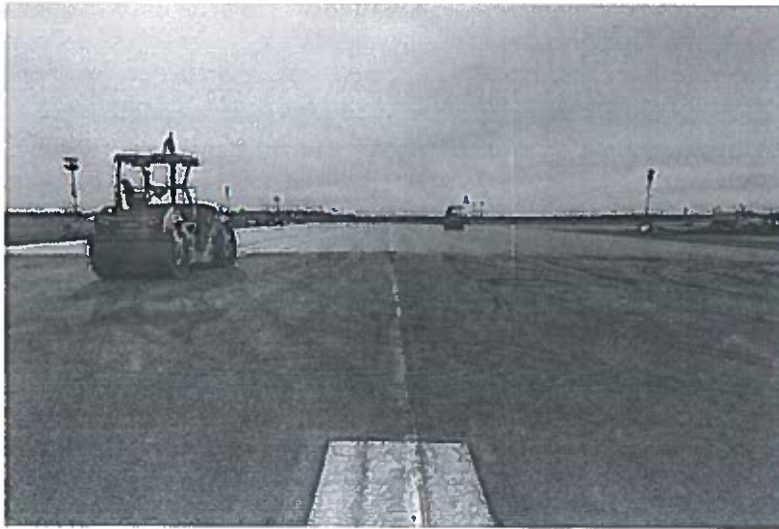
\$7,843,496

Scope of Services

- Construction Safety & Phasing Plan
- Grading & Drainage Improvements
- New Airfield Pavement Design
- Runway & Taxiway Edge Lighting
- Signage
- Taxiway Geometry Improvements



PROJECT EXPERIENCE



Runway 7-25 Rehabilitation

The project involved the rehabilitation of the entirety of Runway 7-25 (5000' x 150') and the full intersection with Runway 10-28 through the Runway Safety Areas (RSA's) at the Watertown International Airport. The rehabilitation involved a variable depth mill and overlay to increase pavement thicknesses and to remove the 'W' section and in-pavement drainage structures from the runway. The entirety of the Runway 7-25 edge lighting and signage circuit was replaced with new cable in conduit, base mounted fixtures, and new constant current regulators in the electrical vault.

A new primary wind cone was also added to the center of the airfield. The project was phased to minimize disruption to airport operations and included a 96-hour phase of round-the-clock construction to completely rehabilitate the intersection of Runways 7-25 and 10-28. MJ provided construction administration and oversight of the required quality control program, including material testing throughout the project.

**Watertown International Airport
Watertown, NY**

Owner

Jefferson County

Completion Date

2021

Project Cost

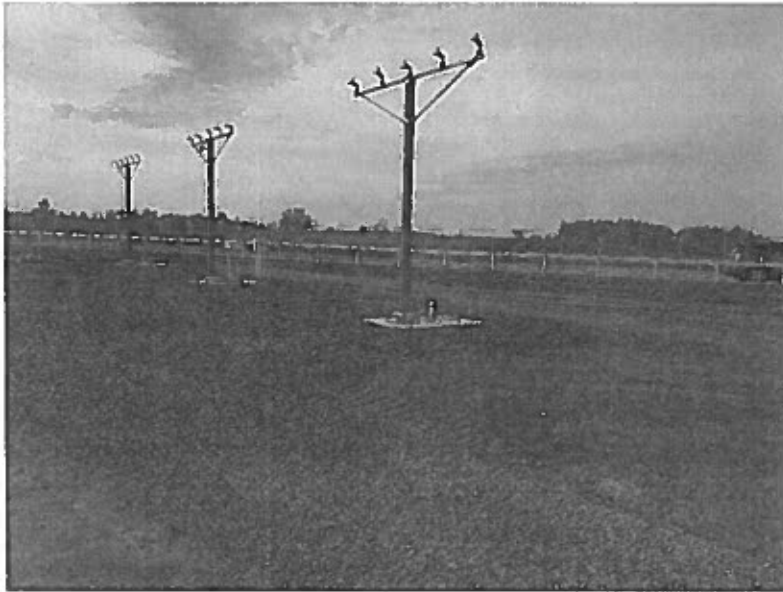
\$7,401,632

Scope of Services

- Pavement Design
- Construction Sequencing
- Drainage
- Grading
- Lighting
- Runway Rehabilitation Design
- Signage



PROJECT EXPERIENCE



New Medium Intensity Approach Lighting for Runway 27

This project involved the design and installation of a new, FAA owned, Medium Intensity Approach Lighting System with Sequenced Flashers (MALSF) for Runway 27. This approach lighting system will provide another important visual tool for pilots while landing at the Airport, particularly during poor weather conditions. This added safety feature is anticipated to minimize delays and disruptions to valued customers by preventing fewer flight diversions and cancellations. Provided design and permit coordination through multiple entities including FAA, NYSDOT, NYSDEC, USACE and National Grid was paramount to the success of this project. Work associated with this project included MALSF towers and lighting system, threshold lights and foundations, electrical conduit and wiring, gravel access road, paved driveway, guiderail, fencing, and culvert piping. Final acceptance of the system will be provided by the FAA following commissioning of the system. A Construction Safety and Phasing Plan was developed to minimize impacts to airport operations during construction.

**Ogdensburg International Airport
Ogdensburg, NY**

Owner

Ogdensburg Bridge & Port Authority

Completion Date

2021

Project Cost

\$1,400,000

Scope of Services

- Boring Utility Conduits under NYS Route 68
- Construction Safety and Phasing Plan Development
- Coordination with NYSDOT for Submission and Approval of: -Use and Occupancy Permit; - Highway Work Permit; - Utility Permit
- FAA Coordination for Reimbursable Agreement and Design
- Lighting and Electrical Design
- MALSF Layout and Access Road Design
- NYSDEC and USACE Coordination for Joint Permit Modification
- Utility Coordination with National Grid
- Wetland Mitigation through Purchase of Bank Credits



PROJECT EXPERIENCE



Taxiway A Pavement Rehabilitation Design and Construction Administration

This project involved pavement rehabilitation and contract administration for Taxiway "A" (75'x 8,500') Pavement at the Albany International Airport. The project primarily consists of a mill and overlay of the existing asphalt paving of the primary parallel taxiway, Taxiway "A". The project included surface drainage improvements, subgrade improvements, the determination of areas for full depth pavement replacement, and pavement markings. The project was completed on a compressed schedule to comply with FAA funding deadlines. During the design phase, on-site field investigations were carefully coordinated with Airport's operations team to avoid impacts to airport operations. Similarly, a complex Airport Construction Safety and Phasing Plan was developed to minimize the impacts of construction on airport operations. Deliverables include Engineering Plans and Specifications, Engineer's Design Report with Estimate of Probable Cost, Airport Construction Safety and Phasing Plan, Bid Phase services and an Engineers Recommendation for Contract Award.

**Albany International Airport
Albany, NY**

Owner

Albany County Airport Authority

Completion Date

2021

Project Cost

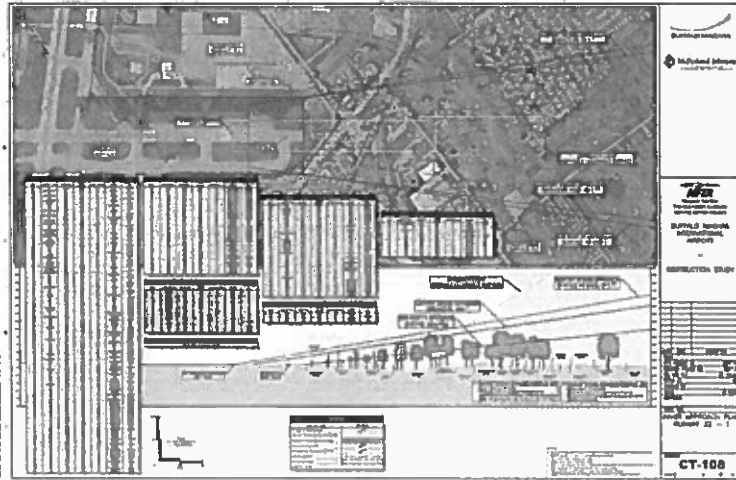
\$5,694,000

Scope of Services

- Pavement Condition Index (PCI) Update
- Survey
- Geotechnical, Soil, and Pavement Testing
- Detailed Project Phasing (CSPP)
- Pavement Geometry/Layout
- Grading
- Determination of Overlay vs Full depth Construction
- FAARFIELD Pavement Design
- Pavement Marking Layout
- Construction Cost Estimate
- Bidding and Recommendation to Award
- Construction Administration and Observation



PROJECT EXPERIENCE



Obstruction Study

This project involved the development of an obstruction study to identify obstructions to various imaginary surfaces identified in CFR 77, Table 3-2 of the FAA Advisory Circular 150/5300-13A (as adjusted by Engineering Brief 99 and 99A), the Obstacle Accountability Area, and the VASI/PAPI siting surfaces. Obstruction data was obtained through the completion of a vertically guided approach survey for both runways at the Airport. The data obtained through the survey was then filtered based on the requirements of each surface analyzed in the study. Final deliverables included the development of an Obstruction Study Plan set as well as a narrative report. The narrative report and plan set identified property owners of parcels where obstacles were identified and provided recommendations for obstruction treatments. The recommendations also included phasing and prioritization of treatments based on potential impacts to existing instrument approach procedures and visual aids. During the course of the project, one meeting was also held with a landowner where obstacles (trees) were identified in the study and a recommendation was made in the study to address the obstacles immediately due to potential impact to instrument approach procedures. The meeting with the landowner resulted in the removal of the trees within several weeks. Lastly, the project provided FAA AGIS compatible obstruction data for upload to the FAA's AGIS portal.

**Buffalo Niagara International Airport
Buffalo, NY**

Owner

Niagara Frontier Transportation Authority

Completion Date

2021

Project Cost

\$99,882 (Fee)

Scope of Services

- Obstruction Identification
- Obstruction Study Plan Set
- Narrative Report
- Data for FAA AGIS Portal



McFarland & Son

PROJECT EXPERIENCE



Master Plan Update

MJ is the prime consultant for the Tweed-New Haven (HVN) Airport Master Plan Update. The previous Master Plan Update had been completed in 2002 and long overdue for an update. The airport is located in an underserved area of Southern Connecticut that is densely populated and has extensive environmental constraints.

Three key project objectives were to (1) identify the ultimate length of Runway 2-20, the primary runway; (2) identify needed terminal area improvements; and (3) determine whether to re-open Runway 14-32, which had been closed for several years due to pavement condition and tree obstructions on both ends. The foundation of the MPU was the aviation activity forecasts, which would ultimately determine terminal and airfield needs. The market analysis and forecasts determined that sizable growth could occur at HVN if the terminal and runway constraints were addressed. FAA was reviewing the proposed forecasts at the onset of the COVID-19 pandemic. As a result, MJ re-evaluated the original forecasts and revised them to reflect anticipated air travel recovery from pandemic.

Facility Requirements identified a need for a roughly 55,000 sf terminal and Runway 2-20 with a minimum of 6,000 feet for all operations. Despite extensive physical constraints, MJ developed an alternative to provide the desired runway length through use declared distances and an Engineered Materials Arresting System. The MPU recommended construction of a new terminal at a new location, on the east side of the airport.

HVN physically lies within two municipalities and has a long history with residential neighbors. An extensive public outreach program was developed that included a project website, two advisory committees, and multiple public meetings. Meetings were converted to virtual format as a result of the COVID-19 pandemic.

Tweed - New Haven Regional Airport New Haven, CT

Owner

Tweed - New Haven Regional Airport
Authority

Completion Date

2021

Project Cost

\$859,339

Scope of Services

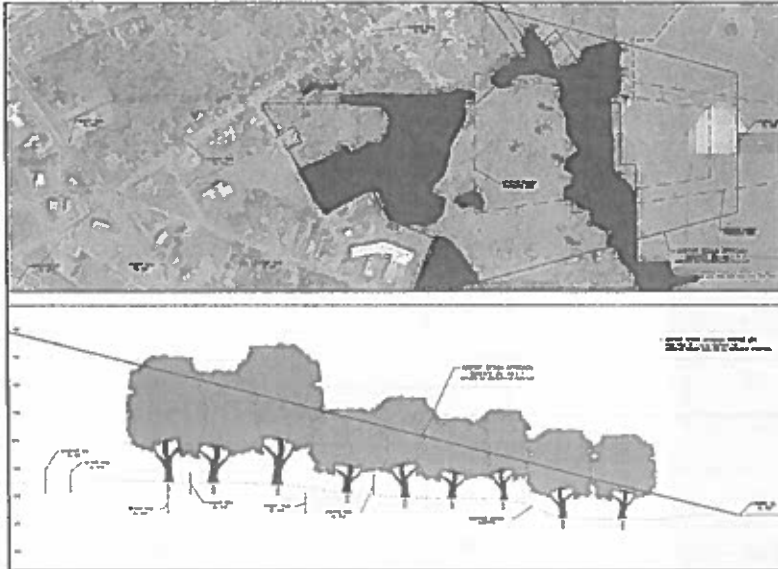
- Airport Inventory
- Airport Layout Plan
- Airport Mapping
- Airport Master Plan Update
- Alternatives
- Environmental Studies
- Facilities Requirements
- Forecasts of Aviation Activity
- Obstruction Analysis
- Public Outreach



McFarland Johnson

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PROJECT EXPERIENCE



Obstruction Removal Environmental Assessment

This project includes the development of a Short Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) and a Full Environmental Assessment Form (FEAF) under the State Environmental Quality Review Act (SEQRA) for the removal of obstructions to Runway 6-24 and 10L-28R at the Niagara Falls International Airport. The Short EA reviews the removal of obstructions to the 14 CFR part 77 (Safe, Efficient Use, and Preservation of Navigable Airspace) Surfaces of all ends, as well as the 20:1, 34:1, 30:1 and 40:1 surfaces as identified in Advisory Circular 150/5300-13A (Airport Design). To assist with the development of the necessary environmental documentation, this project also included the development of conceptual (30%) design plans for appropriate mitigation and/or removal of identified obstructions within Airport-owned property.

**Niagara Falls International Airport
Niagara Falls, NY**

Owner

Niagara Frontier Transportation Authority

Completion Date

2018

Project Cost

\$188,957 Fee

Scope of Services

- Preliminary Design for Obstruction Removal
- Prepare Environmental Assessment
- Prepare SEQRA Documents
- Public Involvement
- Resource Agency Coordination
- Wetland Delineation



McFarland & Son STATEMENT NUMBER

PROJECT EXPERIENCE



Obstruction Removal and Easement Acquisition Environmental Assessment

The project included services associated with the preparation of a Short Environmental Assessment (EA) for the removal of on- and off-airport obstructions and the acquisition of aviation easements at the Canandaigua Airport (IUA). The project was funded through grants provided by the Federal Aviation Administration and the New York State Department of Transportation. The project elements included the acquisition of approximately 43 acres of aviation easements and the removal of approximately 18 acres of obstructions off each of the runway ends, as well as within the vicinity of the Automated Weather Observing System. The EA was prepared in accordance with FAA Order 5050.4B and FAA Order 1050.1F. Environmental coordination and documentation was also provided to adhere to the requirements of the New York State Environmental Quality Review Act (SEQR). Specific tasks within the project included meetings with each of the affected landowners, a site walkover and wetland delineation on each of the affected properties, and the completion of a public comment period.

Canandaigua Airport Canandaigua, NY

Owner

Ontario County Office of Economic
Development & Industrial Development
Agency

Completion Date

2020

Project Cost

\$74,790 (Fee)

Scope of Services

- Environmental Assessment
- SEQR Document Development
- Wetland Delineation
- Landowner Coordination
- Public Comment Coordination



PROJECT EXPERIENCE



Economic Development & Terminal Revitalization

McFarland Johnson prepared a grant application to obtain funding for terminal enhancements at the Airport. MJ is now providing design services in relation to these improvements. The project consists of four major components: (1) Construction of an exterior canopy that extends from the terminal to the parking garage, providing a covered area for passenger vehicle loading and unloading; (2) Development of a Health and Wellness Promenade, and innovative space intended to mitigation traveler stress; (3) Installation of an energy efficient HVAC System with air filtration and sanitation; and (4) Construction of a Parking Facility Guidance Information System to efficiently guide drivers to available parking spaces in the congested parking garage.

Canopy: A 90,000 sf canopy will be constructed that extends from the terminal entrances, over the adjacent roadways, to the parking garage. The canopy will provide a protective covering for passengers using curbside automobile pick up, taxis, shuttle buses, the Metro bus, and other transportation network companies (TNCs) as well as those traversing to the parking garage, while still allowing natural light filtration through a large skylight. This canopy will improve terminal accessibility, increase safety, reduce operations and maintenance cost and enhance the overall passenger experience at the airport.

The intent of this iconic structure is to make a lasting impression on airport patrons. Dynamic lighting will artistically illuminate the canopy, while ceiling-suspended LED lights will provide lighting for the interior roadways. A rainwater collection system will be added which will store water to be used for landscape irrigation. Consideration will also be given to other water features using the captured rainwater. In addition, steel space frames supported by split columns will be used to support the canopy. These support frames will ascend from the viaduct or ground and have an organic tree-like aesthetic.

Health and Wellness Promenade: The new health and wellness promenade inside the terminal will offer world-class food and beverage concessions; an autism sensory room; a meditation room and a community and sunrise lounge.

HVAC Improvements: Heating, Ventilation and Air Conditioning (HVAC) system upgrades will be designed to reduce energy consumption, lower the facility's carbon footprint and overall operational costs, and provide enhanced indoor air quality (IAQ). In addition, only HVAC equipment with a proven track record for COVID mitigation will be specified. The new system will provide state-of-the-art indoor air filtration approaching hospital grade air performance.

Parking Guidance System: A technology-driven parking guidance system will be utilized which includes features such as parking space availability sensors, guidance signs, and most importantly, vacancy identification software that will provide wayfinding to guide visitors to an available parking space in the garage. The system will automatically store the location of the vehicle by reading and recording license plate numbers as the vehicle is parked in a stall. The finished project will significantly enhance the garage parking experience and is highly likely to encourage repeat use and increase parking revenue.

Buffalo Niagara International Airport
Buffalo, NY

Owner

Niagara Frontier Transportation Authority

Completion Date

2023

Project Cost

\$50,000,000 (Estimated)

Scope of Services

- Grant Application
- HVAC System Design



McFarland Johnson

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PROJECT EXPERIENCE



Terminal Expansion Design

The existing 39,928-square foot Portsmouth International Airport at Pease is being expanded to include: a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal.

This \$18M expansion includes 24,322 square feet of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers.

**Portsmouth International Airport at
Pease
Portsmouth, NH**

Owner

Pease Development Authority

Completion Date

2021

Project Cost

\$18,000,000

Scope of Services

- Civil Engineering
- Fire Protection
- M/E/P Engineering



McFarland Johnson

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5 AIRPORTS PRESENTLY SERVED

The following is a listing of the airports we are currently working with. *Detailed project descriptions are provided within the Experience section (Section 4B).*

Airports Currently Served

NEW YORK

Albany Intl. Airport
Albany, NY

Buffalo Niagara International
Buffalo, NY

Canandaigua Airport
Canandaigua, NY

Cortland County Airport
Cortland, NY

Elmira Corning Regional Airport
Horseheads, NY

Floyd Bennett Memorial Airport
Queensbury, NY

Finger Lakes Regional Airport
Waterloo, NY

Francis S. Gabreski Airport
Westhampton, NY

Greater Binghamton Airport
Maize, NY

Greater Rochester International
Rochester, NY

Griffiss International
Rome, NY

Hamilton Municipal Airport
Hamilton, NY

Niagara Falls International
Niagara Falls, NY

Ogdensburg International
Ogdensburg, NY

Oneonta Municipal Airport
Oneonta, NY

Orange County Airport
Montgomery, NY

Perry-Warsaw Airport
Perry, NY

Piseco Airport
Piseco, NY

Plattsburgh International
Plattsburgh, NY

Republic Airport
Farmingdale, NY

Saratoga County Airport
Ballston Spa, NY

Sidney Municipal Airport
Sidney, NY

Syracuse Hancock International
Syracuse, NY

Tri-Cities Airport
Endicott, NY

Watertown Intl. Airport
Watertown, NY

Wellsville Municipal Airport
Wellsville, NY

CAYMAN ISLANDS

Captain Charles Kirkconnel Int.
Cayman Brac, Cayman Islands

CONNECTICUT

Bradley International
Windsor Locks, CT

Hartford-Brainard Airport
Hartford, CT

Waterbury-Oxford Airport
Oxford, CT

Tweed-New Haven Airport
New Haven, CT

Windham Airport
Willimantic, CT

DELAWARE

Delaware Airpark
Dover, DE

Wilmington Airport
Wilmington, DE

FLORIDA

Daytona Beach International
Daytona, FL

Florida Keys Marathon Airport
Fort Lauderdale, FL

Fort Lauderdale-Hollywood Intl.
Marathon, FL

Key West International
Key West, FL

North Perry Airport
Pembroke Pines, FL

Orlando Sanford International
Orlando, FL

GEORGIA

Columbus Airport
Columbus, GA

Valdosta Regional Airport
Valdosta, GA

MAINE

Augusta Regional Airport
Augusta, ME

Bangor Intl. Airport
Bangor, ME

Belfast Municipal Airport
Belfast, ME

Brunswick Executive Airport
Brunswick, ME

Eastern Slope Regional Airport
Fryeburg, ME

Northern Maine Regional
Presque Isle, ME

MARYLAND

College Park Airport
College Park, MD

MASSACHUSETTS

Boston-Logan International
Boston, MA

Cape Cod Gateway Airport
Barnstable, MA

Hanscom Field
Bedford, MA

Martha's Vineyard Airport
Vineyard Haven, MA

Nantucket Memorial Airport
Nantucket, MA

New Bedford Regional Airport
New Bedford, MA

Westover Metropolitan Airport
Westover, MA

Worcester Regional Airport
Worcester, MA

MICHIGAN

Gerald R. Ford International
Grand Rapids, MI

NEW HAMPSHIRE

Keene Dillant-Hopkins Airport
Swansey, NH

Lebanon Airport
West Lebanon, NH

Manchester-Boston Regional
Manchester, NH

Portsmouth Intl. Airport at Pease
Portsmouth, NH

NEW JERSEY

Cape May County Airport
Rio Grande, NJ

Morristown Municipal Airport
Morristown, NJ

Trenton-Mercer Airport
West Trenton, NJ

NORTH CAROLINA

Pitt-Greenville Airport
Greenville, NC

PENNSYLVANIA

Allegheny County Airport
West Mifflin, PA

Allentown Queen City Municipal
Allentown, PA

Altoona-Blair County Airport
Martinsburg, PA

Arnold Palmer Regional Airport
Latrobe, PA

Beaver County Airport
Beaver Falls, PA

Bradford County Airport
Towanda, PA

Erie International
Erie, PA

Franklin County Regional
Chambersburg, PA

Lehigh Valley International
Allentown, PA

Mifflin County Airport
Reedsville, PA

New Castle Airport
New Castle, PA

Pittsburgh-Butler Regional
Butler, PA

Rostraver Airport
Belle Vernon, PA

University Park Airport
State College, PA

Wilkes-Barre/Scranton Airport
Avoca, PA

RHODE ISLAND

Block Island State Airport
New Shoreham, RI

Newport State Airport
Newport, RI

Quonset Airport
North Kingstown, RI

T.F. Green Airport
Warwick, RI

SOUTH CAROLINA

Greenville Downtown Airport
Greenville, SC

Greenville-Spartanburg Intl.
Greer, SC

Sumter County Airport
Sumter, SC

UTAH

St. George Regional Airport
St. George, UT

VERMONT

Burlington International
Burlington, VT

Edward F. Knapp State Airport
Barre, VT

Hartness State Airport
Springfield, VT

Middlebury State Airport
Middlebury, VT

Morrisville-Stowe State Airport
Morrisville, VT

Northeast Kingdom Intl.
Newport, VT

Rutland Southern Vermont
Rutland, VT



6 REFERENCES

A. Reputation for Integrity & Competence

We provide the County with a well-rounded planning and engineering perspective through our depth and diversity of our staff. As you will see by our clients' comments (below), we have an excellent reputation for personal and professional integrity and competence. ***Our repeat airport clients are a testament to our success, and we encourage you to contact them to confirm our qualifications.***

Based on
an anonymous
2021 client satisfaction
survey:

100%

of responding clients
would hire MJ
again.

McFARLAND JOHNSON

Robert Mincer
Airport Manager
Canandaigua Airport
Ontario County IDA
20 Ontario St, Suite 106B
Canandaigua, NY 14424
P: 585-396-4460
E: robert.mincer@co.ontario.ny.us

Grant Sussey
Airport Manager
Watertown International Airport
Jefferson County
22529 Airport Drive
Dexter, NY 13634
P: 315-786-6002
E: gsussey@co.jefferson.ny.us

Steve Lawrence
Executive Director
Ogdensburg International Airport
Ogdensburg Bridge & Port Authority
One Bridge Plaza
Ogdensburg, NY 13669
P: 315-393-4080, ext. 226
E: slawrence@ogdensport.com

Wilkes-Barre/Scranton Airport

"I consider [MJ] to be an important part of the team in accomplishing the strategy, planning and development of projects at our airport."

- Carl Beardsley, Airport Executive Director

Nantucket Memorial Airport

"MJ was recently re-selected for our on-call Engineering and Architectural services not only for their technical expertise, but for their demonstrated abilities to handle complex and unique projects. Their innovation and flexibility were also key attributes considered for selecting them for their Planning services as well. Overall MJ understands the airports needs and completely recognizes the need to act as an extension of our staff."

- Thomas Rafter, Airport Director

Mifflin County Airport

"The individualized service and expertise provided by the McFarland Johnson professionals to Mifflin County Airport is indispensable. They are a significant part of our team." - Beth Reifsnyder

Westmoreland County Airport Authority

"Our Engineers MUST be able and willing to adapt with us. McFarland Johnson has done that. We are relatively new clients of a new company (for us) who had the insight to bring on board the finest group of individuals we have ever worked with. Even as a new company for us, we recognize the extensive knowledge and history that McFarland Johnson brings to the table. We as airport Managers are in the center of scrutiny and judgement from many organizations. We depend on our engineers to support us with knowledge and insight to react to all the existing and future rules and regulations. It is a great pleasure to have McFarland Johnson onboard as a large support group of diverse talent to augment a small staff that serves us. This is good business and the fact that everyone has melded into a new group of professionals will create a strong bond that brings great promise to the task at hand now, and well into the future."

- Gabe Monzo, Executive Director

7 SUBCONSULTANT INFORMATION

As mentioned, MJ's Southern-Tier based Team includes **HUNT**, providing survey services, as well as support for landside design and construction inspection services. HUNT has worked at ELM and was part of the MJ team under our past term contracts.

As needed, additional specialty subconsultants will be selected contingent upon the County's approval, based on their suitability for the project assignment. McFarland Johnson is committed to utilizing DBE subconsultants whenever appropriate to meet DBE goals.

A. Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC (HUNT) | Horseheads, NY

HUNT is familiar with ELM, having provided professional services on 12 (twelve) projects at the Elmira Corning Regional Airport, including transportation engineering, surveying and construction stakeout, geotechnical engineering, and construction inspection/administration. HUNT is headquartered in Horseheads, NY and currently has 12 licensed professionals, a Director of Finance, and a Director of Technology as stockholders. Celebrating over 48 years in business, the firm specializes in consulting and design for state and county transportation facilities, municipal infrastructure, educational, institutional and private sector facilities, and technology consulting and design.

Vendor Responsibility Form

Vendor Name: McFarland-Johnson, Inc.

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under

governmental law?

YES _____ NO X

- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?

YES _____ NO X

- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"

YES _____ NO X

- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?

YES _____ NO X

- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?

YES _____ NO X

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

Authorized Signature: _____

Date: 1/3/2022

(Attach Additional Sheets if Necessary)

STAMP_ITEMNUMB

**NON-COLLUSIVE PROPOSAL CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

A. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

B. A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposal (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Proposer

Chad G. Nixon, President
McFarland-Johnson, Inc.

**WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Consultant and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Proposer

Chad G. Nixon, President

Title

12/17/2021

Date

(Corporate Seal, if any)
(If no seal, write "No Seal"
across this place and sign)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Chad G. Nixon, President

Title

McFarland-Johnson, Inc.

Company Name

12/17/2021

Date

STAMP_ITEMNUMB

12/15/2021

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I

In accordance with State Finance Law §139-I, which generally prohibits the County of Chemung from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: Brown County New York
December 17, 2021

McFarland Johnson Inc.

Name of Bidder

[Signature]

Signature of Authorized Official

Chad G. Nixon, President

Printed or Typed Name of Official and Title

Sworn to before me this
17th day of December, 2021

Linda M. Morfe
LINDA M. MORFE
Notary Public for the State of New York
No. 4202717
Expiring on March 31, 2022
My Comm. Expires 3/31/22



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution approving Change Order No. 1 to agreement with AFT Mechanical, Inc. on behalf of the Chemung County Nursing Facility (Laundry Air Handler Replacement Project)

Resolution #: 22-163

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution approving Change Order #1 to Agreement with AFT Mechanical, Inc. for Laundry Air Handler Replacement Project on behalf of the Chemung County Nursing Facility.

Resolution #21-475 authorizing construction contract of \$176,462 for new Air Handling unit in the laundry department at the Chemung County Nursing Facility requires a change order due to additional work needed during implementation.

Change order amount if \$1,795.55, which would bring the new contract amount to a total of \$178,257.55. Bond Resolution #21-143 authorized \$225,000 for this project. No additional fund appropriations will be necessary.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Change_Order_#1_AFT.pdf	Change Order #1	Cover Memo	3/3/2022

STAMP_ITEMNUMB

CHANGE ORDERCHANGE ORDER NO. 1 DATE 02/09/2022OWNER'S PROJECT NO. RFB-2325 ENGINEER'S PROJECT NO. 2211873PROJECT AHU-5 Replacement OWNER Chemung County Nursing FacilityCONTRACTOR AFT Mechanical Inc. CONTRACT DATE September 15, 2021

TO:

The following changes are hereby made to the Contract Documents:

During construction existing conditions uncovered a section of chilled water piping that has damaged insulation cover and insulation. This is outside the area of work but was noticed when the ceiling was opened up for wall reinforcement. In discussions with the facility and county, it was best to repair this insulation due to the high humidity from the Laundry facility. The electric heat trace circuit requires a 20 Amp GFR breaker, during construction this breaker was not available for the existing electric panel. A field breaker and enclosure was installed to provide GFR protection.

We recommend this change.

The changes result in the following adjustment of Contract Price and Time:

Contract Price Prior To This Change Order \$ 176,462.00Net (Increase) ~~(Decrease)~~
Resulting From This Change Order \$ 1,795.55Current Contract Price Including This Change Order \$ 178,257.55Contract Time Prior To This Change Order 290 Calendar DaysNet (Increase) (Decrease)
Resulting From This Change Order 0 Calendar DaysCurrent Contract Time Including This Change Order 290 Calendar Days

This Change Order shall be approved in the following order:

1) Reviewed By Engineer: _____
By Craig A Oak Date 2/8/20222) Accepted By Contractor: AFT Mechanical, LLC
By Michael [Signature] Date 2/10/223) Reviewed by Project Manager/Owners Representative: _____
By _____ Date _____4) Approved by Owner: _____
By _____ Date _____

CONSTRUCTION NOTICE

Customer Name:	Chemung County Nursing facility	
Project Name:	AHU-5 Replacement	
Project Location:	CCNF, Elmira, NY	
Project Number:	2211873	
RFB Number	2325	
To:	Don Bishop (Chemung County), Gary Morenus (Chemung County),	
From:	C Davis	
Date:	01-20-22	
Construction Notice No.	1.	
Subject:	Insulation Repair & EHT GFR breaker	
Action Necessitated:	<p><i>Following are clarifications or revisions to the Contract Documents. Provide proposed cost for each item. If the item is a no cost change, indicate zero dollar value. When submitting proposed change order, reference this Construction Notice and appropriate item number associated with cost.</i></p>	
		COST:
Item Description: Existing insulation replacement on the existing chilled water piping to remain in laundry room 301. Repair and replacement shall be as directed by owner.		\$ 619
Provide 20 amp GFR breaker and enclosure feeding EHT circuits. The GE electric panel does not have an available the required breaker.		\$1,176.55
Total Cost		\$ 1,795.55
Attachments:		

AFT Mechanical, LLC.

120 Ferris Street Elmira, NY 14904 • Office: (607)734-1118 • Fax: (607)734-5090



CCNF AHU-5 Replacement – Insulation Repairs PCO#1

1/5/2022

Attn: Craig Davis

Drawings:

Addendum:

Inclusions

1. Provide and install insulation to repair existing insulation on chilled water lines.

Total

\$619

STAMP_ITEMNUMB

Quote valid for 30 days. Quoted price does not include any applicable federal or state taxes.



Description: Chilled Water Taps - Insulation Repair

Toby Beers
Project Manager
Southern Tier Insulations

STAMP_ITEMNUMB

AFT Mechanical, LLC.

120 Ferris Street Elmira, NY 14904 • Office: (607)734-1118 • Fax: (607)734-5090



Install GFCI Breaker for Heat Trace PCO#2

2/7/2022

Attn: Craig Davis

Inclusions

Provide and install GFCI breaker for heat trace (updated as requested.)

\$1023.09

OH&P

\$153.46

Total

\$1176.55

STAMP_ITEMNUMB

Quote valid for 30 days. Quoted price does not include any applicable federal or state taxes.

Reference	Description	Quantity	UOM	Unit Price	Extended Price
9000	FOREMAN	7.0000	HR	89.7700	628.39
Subtotal:					628.39
9000	MATERIAL	1.0000	\$	261.2500	261.25
Subtotal:					261.25
9000	OH & Profit - Labor	15.0000	%		94.26
9000	OH & Profit - Material	15.0000	%		39.19
Subtotal:					133.45
Change Order Total:					1,023.09



sonepar
usa

COOPER ELECTRIC
245 CECIL A MALONE DR
ITHACA, NY 14850
607-256-7700 Fax 607-256-7708

Jim.Alling@cooper-electric.com

QUOTE TO:
SCHULER-HAAS ELECTRIC CORP
240 COMMERCE DR
ROCHESTER, NY 14623-3506
585-325-3101

Quotation

QUOTE DATE	QUOTE NUMBER
01/06/22	S046791556
PAGE NO.	
1 of 1	

SHIP TO:
SCHULER-HAAS/PAINTED POST*
598 RITA'S WY
C/O SCHULER HAAS
PAINTED POST, NY 14870
585-325-1060

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB NAME		QUOTED TO	
288375		GFEP				JAMES	
SALESPERSON			SHIP VIA		FREIGHT ALLOWED		EXPIRATION DATE
JIM ALLING			DIRECT		No		11:59pm ET 01/09/22
ORDER QTY	UPC	DESCRIPTION			UNIT PRICE	U	EXT PRICE
1ea	78316432106	GEA THQL1120GFEP 20A 1P BRKR W/GFCI			195.000	e	195.00
1ea	78316402142	GEA TQL100S CB ENCL NEMA-1 FACTORY STOCK FREIGHT ALLOWED			170.000	e	170.00

TERMS & CONDITIONS

OUR PRODUCTS AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.cooper-electric.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID, AND OF NO FORCE OR EFFECT. WIRE & PIPE PRICES ARE ONLY GOOD FOR THE CURRENT DAY.

Subtotal	365.00
S&H CHGS	0.00
Sales Tax	0.00

Amount Due **365.00** **STAMP ITEM NUMB**

Deduct for C/O #2 Material -> (\$103.75)

Adjusted Total -> \$261.25



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Transport Service Agreements on behalf of the Chemung County Sheriff

Resolution #: 22-164

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

A Resolution to renew Agreements with Transport personnel for the Chemung County Sheriff's Office for 2022 calendar year.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Cornacchio_M_2022_Agreement.pdf	Cornacchio, M 2022 Agreement	Cover Memo	2/25/2022
Reynolds_D_2022_Agreement.pdf	Reynolds, D 2022 Agreement	Cover Memo	2/25/2022
Swanson_C_2022_Agreement.pdf	Swanson, C 2022 Agreement	Cover Memo	2/25/2022
Wilkins_R_2022_Agreement.pdf	Wilkins, R 2022 Agreement	Cover Memo	2/25/2022
Zito_G_2022_Agreement.pdf	Zito, G 2022 Agreement	Cover Memo	2/25/2022

STAMP_ITEMNUMB

AGREEMENT

THIS AGREEMENT, made between the **COUNTY OF CHEMUNG**, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

MICHAEL F. CORNACCHIO
258 LAKE ROAD
MILLERTON, PA 16936

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

WHEREAS, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

INSURANCE

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS/INDEMNIFICATION

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

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

COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

GENERAL PROVISIONS

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

MICHAEL F. CORNACCHIO

BY: _____
Authorized Signature
SS#:076-42-9434

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
--------------------	-----------------

UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

AGREEMENT

THIS AGREEMENT, made between the COUNTY OF CHEMUNG, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

DONALD E. REYNOLDS
223 SCOTTWOOD AVE APT B
ELMIRA HEIGHTS, NY 14903

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY, and

WHEREAS, the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The PROVIDER agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

INSURANCE

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS/INDEMNIFICATION

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

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of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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EXECUTORY BASED ON AVAILABILITY OF MONIES

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COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of

loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

GENERAL PROVISIONS

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

DONALD E. REYNOLDS

BY: _____
Authorized Signature
SS#: 133-28-2107

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
--------------------	-----------------

UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

AGREEMENT

THIS AGREEMENT, made between the **COUNTY OF CHEMUNG**, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

**CHARLES R. SWANSON
226 SMITH ROAD
PINE CITY, NY 14871**

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

WHEREAS, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

INSURANCE

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS/INDEMNIFICATION

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

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

COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

GENERAL PROVISIONS

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

CHARLES R. SWANSON

BY: _____
Authorized Signature
SS#:094-60-9482

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
--------------------	-----------------

UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

AGREEMENT

THIS AGREEMENT, made between the COUNTY OF CHEMUNG, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

**ROSEANN WILKINS
410 POTTER PLACE
ELMIRA, NY 14901**

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY, and

WHEREAS, the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The PROVIDER agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

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ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

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TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

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9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

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DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

ROSEANN WILKINS

BY: _____
Authorized Signature
SS#: 060-34-8524

Attachment A = Description of Service
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Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

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ATTACHMENT "B"

BUDGET

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<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
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-AND-

GINA M. ZITO
812 CLAIRMONT AVENUE
ELMIRA, NY 14904

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

WHEREAS, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

GINA M. ZITO

BY: _____
Authorized Signature
SS#:107-40-9410

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

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- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

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<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
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Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of funding for the Alternatives to Incarceration Program from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives on behalf of the Chemung County Probation Department (Project for Bail)

Resolution #: 22-165

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Prior Resolution #21-388

Requesting the Legislature's authorization to apply and accept funds from the NYS Dept. of Criminal Justice Services (DCJS) to finance the Chemung County Project for Bail. The NYS Executive Law Article 13-A Classification/ATI Service Plan Application and Funding represents a contract renewal covering the term from 07/01/22 - 06/30/23.

ATTACHMENTS:

File Name	Description	Type	Upload Date
mematirenewal2022-23.pdf	Memo	Cover Memo	3/3/2022

STAMP_ITEMNUMB



CHEMUNG COUNTY PROBATION DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE

TO: Christopher J. Moss, Chemung County Executive
Chemung County Legislature

FROM: Stephanie M. Fiorini, Probation Director

DATE: March 2, 2022

RE: DCJS Alternatives to Incarceration Application
2022-2023 Contract Renewal

The purpose of this correspondence is to request the Legislature for authorization to apply and accept funds from the New York State Department of Criminal Justice Services (DCJS) to finance the Chemung County for Project for Bail. The NYS Executive Law Article 13-A Classification/ATI Service Plan Application and funding represents a contract renewal covering the term from July 1, 2022 to June 30, 2023. The award for the new contract period is the same as last year, that being \$23,192.

Project for Bail is the pre-trial services agency that monitors and supervises Defendants, except for Adolescent Offenders who are supervised by the Probation Department as part of the County's approved Raise the Age plan. With bail reform, the Court determines which Defendants are eligible and determines the conditions of supervision, using the least restrictive means.

The availability of a pre-trial services program helps to decrease the unsentenced jail population, along with providing Defendants the opportunity to remain in the community pending the outcome of their court proceeding.

Upon approval, the necessary paperwork will be filed with DCJS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stephanie M. Fiorini", is written over a horizontal line.

Stephanie M. Fiorini
Probation Director

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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Memorandum of Understanding with the Chemung County Department of Youth and Recreational Services on behalf of the Chemung County Department of Social Services

Resolution #: 22-166

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Prior Resolution No. 21-305 (January 1, 2021 to December 31, 2021)

ATTACHMENTS:

File Name	Description	Type	Upload Date
Copy_of_YB_Budget_2022-revised_2-9-22.pdf	YB Budget 2022-revised	Cover Memo	2/14/2022
YB_Memo_2022-Revised_2-9-22.pdf	YB Memo 2022 Revised	Cover Memo	2/14/2022

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ATTACHMENT "B"

MEMORANDUM OF UNDERSTANDING

1/1/2022 - 12/31/2022

DSS ACCOUNT NO.	PROJECT CODE	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
10-6010-0100-50408	DSS01.0035	Summer Youth Employment	\$251,220.00	\$251,220.00	\$0.00	\$0.00
10-6010-0100-50408	DSS01.0035	Learn to Earn	\$144,190.00	\$144,190.00	\$0.00	\$0.00
		Total	\$395,410.00	\$395,410.00	\$0.00	\$0.00
10-6010-0200-50408		Safe Harbour	\$800.00	\$0.00	\$800.00	\$0.00
		Total	\$800.00	\$0.00	\$800.00	\$0.00
10-6010-0200-50408	DSS02.0009	Summer Spot	\$20,868.00	\$0.00	\$12,938.16	\$7,929.84
10-6010-0200-50408	DSS02.0009	School Year Spot / Safe Zone Expansion	\$157,754.00	\$0.00	\$97,807.48	\$59,946.52
10-6010-0200-50408	DSS02.0009	Super Saturday	\$16,023.00	\$0.00	\$9,934.26	\$6,088.74
10-6010-0200-50408	DSS02.0009	Southside Community Center	\$56,000.00	\$0.00	\$34,720.00	\$21,280.00
			\$250,645.00	\$0.00	\$155,399.90	\$95,245.10
10-6010-0200-50408	DSS02.0010	Summer Cohesion	\$576,873.00	\$0.00	\$357,661.26	\$219,211.74
		Total	\$576,873.00	\$0.00	\$357,661.26	\$219,211.74
10-6010-0200-50408	DSS02.0041	Juvenile Assigned Work Service (JAWS)	\$82,506.00	\$0.00	\$51,153.72	\$31,352.28
		Total	\$82,506.00	\$0.00	\$51,153.72	\$31,352.28
TOTAL			<u>\$1,306,234.00</u>	<u>\$395,410.00</u>	<u>\$565,014.88</u>	<u>\$345,809.12</u>

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CHEMUNG COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER
425-447 PENNSYLVANIA AVE.

P.O. BOX 588
Elmira, New York 14902-0588
PHONE NO: (607) 737-5405
FAX: (607) 737-5500

BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services
Mindy Banfield, Director of Children and Family Services / Jacqueline Canute, Director of
Economic Security / David Ellis, Youth Bureau Executive Director

FROM: Christine O'Herron, Deputy Commissioner

DATE: February 9, 2022

RE: 2022 DSS & YB MEMORANDUM OF UNDERSTANDING

The purpose of this correspondence is to request Legislative approval to renew the Memorandum of Understanding between the Department of Social Services and the Department of Youth Bureau & Recreational Services for 2022.

The Department of Social Services and the Department of Youth Bureau & Recreational Services will continue to work in collaboration in the strategic planning, monitoring, outreach and technical assistance required in administering internal Youth Bureau programs such as Summer Youth Employment, Learn & Earn, SPOT, Super Saturday, Summer Cohesion and the Juvenile Assigned Work Service Program (JAWS). In addition, both departments will continue to work collaboratively with external various out of school time and juvenile justice programs to better serve the children and families of our community.

The 2022 Summer Youth Employment Program and Learn & Earn Program will not exceed \$395,410 in federal funds. As compared to the 2021 budget, this is an increase of \$34,293. There is no local County share associated.

- The Summer Youth Employment Program (SYEP) is a 6-week summer youth employment & training program for Chemung County income eligible youth ages 14 to 20. Over the course of the 6-week program, youth participate in subsidized work experience opportunities in the community while learning valuable employment, workplace skills and financial literacy through participation in various program trainings and workshops.
- The Learn & Earn Program is a project designed to provide income eligible youth participants, ages 14-18, with an opportunity to learn basic life and soft employment skills that will strengthen their ability to become self-sufficient adults of the future. The goal of the Learn & Earn Program is to enable youth to see themselves as respected, successful, contributing members of the community and workforce with strong goals for their future. In the long term,

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both SYEP and Learn & Earn are intended to identify potential employment and training options in our community and engage youth in a positive employment experience there by reducing reliance on various subsidy assistance programs.

The Summer SPOT Program is requested not to exceed \$20,868 in Community Optional Preventive Services (COPS) funding; \$12,938 (62%) State share, \$7,930 (38%) local share. This is a decrease of \$25,614 as compared to 2021. The Summer SPOT Program holds a series of special events available for all teens 12 to 15 years of age who reside in Chemung County.

The School Year SPOT Program budget is requested not to exceed \$157,754 in Community Optional Preventive Services (COPS) funding; \$97,807 (62%) State share, \$59,947 (38%) local share. As compared to the 2021 request, this is a decrease of \$3,737. *The local share for this program is paid for by the County, City, Towns of Elmira & Southport and the ECSD. The School Year SPOT Program is a free, drop in recreation program for teens 12-15 years of age. School SPOT is a collaborative program between the Chemung county Youth Bureau, City of Elmira, Elmira City Schools District, the Town of Elmira, and the Town of Southport for teens who reside within the Elmira City School District.

The School Year SPOT Program contains the SafeZones program enhancement. SafeZones, through a contract with Pathways, Inc, employs a Youth Program Coordinator to provide community education on diversity, respect, acceptance, and bullying prevention. Pathways facilitates support groups to create an inclusive environment, with a focus on LGBTQ in which all people feel accepted. The Youth Program Coordinator will act as a liaison between schools and human service providers, and will establish working relationships with community providers to ensure the Elmira City School District has the support and guidance needed to best serve youth identifying as LGBTQ. **The entirety of the local share of the SafeZones Program Enhancements is funded by the Elmira City School District.**

The Super Saturday Program is requested for \$16,023 in Community Optional Preventive Services (COPS) funding; \$9,934 (62%) State share, \$6,089 (38%) local share. *The local share for this program is split 5 ways between the County, City, Towns of Elmira & Southport and the ECSD. The Super Saturday Program is a free, supervised recreational & enrichment program for youth K-6th grade who reside in the Elmira City School District. The program operates a 6-week, Saturday morning program in the fall & winter of each year.

The Summer Cohesion Program is requested not to exceed \$576,873 in Community Optional Preventive Services (COPS) funding; \$357,661 (62%) State share, \$219,212 (38%) local share. This is an increase of \$175,215 as compared to 2021. The substantial increase is due mainly because the adjusted minimum wage increase along with the expectations of holding more field trips again. The Summer Cohesion Program will operate in person in 2022. The Summer Cohesion Program is a fee based, 6-week, drop-in recreational, educational, & enrichment program for Chemung County youth 4 to 12 years of age.

The Juvenile Assigned Work Service Program (JAWS) is requested for \$82,506 in Preventive Funding; \$51,154 (62%) State share, \$31,352 (38%) local share. The JAWS Program is designed to provide a level of consequences and accountability to youth 7 to 17 years of age who become engaged in the juvenile justice system due to their poor behaviors and decision-making skills. Each Saturday, youth perform supervised community service assigned to them through Probation and Family Court. Supervised community service projects are performed at numerous not for profit and municipal based sites throughout Chemung County.

Further the Youth Bureau will assist Children's Integrated Services with Safe Harbour programming in the amount of \$800/year. Safe Harbour is 100% State funded.

Lastly, the Youth Bureau will continue to monitor the Southside Community Center program, not to exceed \$56,000 in preventive funding; \$34,720 (62%) State Share, \$21,280 (38%) local share. The Youth Bureau has incurred changes in full-time administrative staffing and salary over the past year. Total in all accounts for reimbursement by Social Services to the Youth Bureau is not to exceed \$1,306,234. If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with the Horseheads Central School District on behalf of the Chemung County Health Department

Resolution #: 22-167

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing an agreement with the Horseheads Central School District on behalf of the Chemung County Dept. of Health. Horseheads School District shall perform pooled COVID-19 testing services for the entire district. Horseheads School District shall furnish such qualified personnel as to meet the requirements specified in the NYS Hospital Code and/or other directives of the NYS Dept. of Health.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with GST BOCES on behalf of the Chemung County Health Department

Resolution #: 22-168

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing agreement with GST BOCES on behalf of the Chemung County Dept. of Health. GST BOCES shall perform pooled COVID-19 testing services for schools in Chemung County. GST BOCES shall furnish such qualified personnel as meet the requirements specified in the NYS Hospital Code and/or other directives of the NYS Dept. of Health.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing a lease agreement with the Elmira City School District on behalf of the Chemung County Department of Mental Hygiene (Children's Integrated Services)

Resolution #: 22-169

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Prior Resolution No. 21-304 for period of January 1, 2021 to December 31, 2021

ATTACHMENTS:

File Name	Description	Type	Upload Date
ECSD_2022_Lease_Memo.pdf	ECSD 2022 Lease Memo	Cover Memo	3/15/2022

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CHEMUNG COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER
425-447 PENNSYLVANIA AVE.

P.O. BOX 588
Elmira, New York 14902-0588
PHONE NO: (607) 737-5405
FAX: (607) 737-5500

BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Christine O'Herron, Deputy Commissioner / Christy Harmer, Children's Integrated Services Coordinator

FROM: Noelle Gross, Director of Administrative Services

DATE: March 14, 2022

RE: **Elmira City School District Lease Agreement**

On behalf of the Chemung County Department of Mental Hygiene, please consider this correspondence as our request to renew a lease agreement with Elmira City School District.

The 2022 occupancy lease will remain \$54,000 in preventive 62% State funding. The Elmira City School District will continue to provide available office space to the Chemung County Department of Mental Hygiene's Children's Integrated Services Division. Recently, Children's Integrated Services shifted locations, from Booth School to Ernie Davis Academy. The Elmira City School District reimburses Chemung County the 38% local share associated with this agreement.

If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.

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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Supplemental Agreement No. 2 with Labella Associates on behalf of the Chemung County Department of Public Works (PIN 6755.28 - CR 69 over Seeley Creek Bridge Rehab)

Resolution #: 22-170

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request a resolution authorizing a supplemental agreement #2 (CI/CS) with Labella Associates for PIN 6755.28 (CR 69 over Seeley Creek Bridge Rehab). This agenda item seeks approval for the addition of Construction Inspection and Construction Support contracts with Labella Associates for PIN 6755.28, Rehabilitation of CR69 Pennsylvania Ave. over Seeley Creek Bridge.

The CI/CS cost for this portion of the project, which is 95% federally funded under the Bridge NY2 Program, is \$282,000.

Attached is the draft agreement with Labella Associates. Construction is slated to begin in early Spring 2022 and be completed by late Fall 2022.

ATTACHMENTS:

File Name	Description	Type	Upload Date
6755.28_s2agree_2021-10-05.pdf	6755.28 s2agree	Cover Memo	2/7/2022

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Chemung County Department of Public Works
NEW YORK

SUPPLEMENTAL AGREEMENT NO. 2

Projects: PIN 6755.28 – Pennsylvania Avenue over Seeley Creek
PIN 6755.29 – Pennsylvania Avenue over Bird Creek

Made this ____ day of _____ 2021, between:

CHEMUNG COUNTY DEPARTMENT OF PUBLIC WORKS, a municipal corporation with offices at 803 Horseheads Street, Horseheads, New York 14845, hereinafter called the “COUNTY”,

and

LaBella Associates, DPC
300 State Street, Suite 201
Rochester, NY 14614

hereinafter called the “CONSULTANT”

WITNESSETH:

WHEREAS, the COUNTY desires Extra Work to be performed more particularly set forth in SCHEDULE “A” attached hereto and made part thereof, and

WHEREAS, the CONSULTANT is desirous of performing such services and the COUNTY is desirous of contracting with the CONSULTANT to provide such services,

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby AGREED as follows:

ARTICLE 1. The COUNTY shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for the work required under this Supplemental Agreement the sum of **\$282,000** set forth in EXHIBIT “A” which is attached hereto and made part thereof, such payment being conditioned on upon the satisfactory performance of the work and the acceptance thereof by the COUNTY.

ARTICLE 2. Except as herein modified, the original agreement dated December 2019 including any amendments or revisions thereto not modified herein, remains in full effect.

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This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one has been delivered to the COUNTY and one to the CONSULTANT.

COUNTY

CONSULTANT

(Signature) (Date)

(Signature) (Date)

(Printed Name)

Brian R. Miller

(Printed Name)

(Title)

Sr. Vice President

(Title)

SCHEDULE A

SCOPE OF SERVICES

Scope of Services included in the original agreement dated December 2019, Section 8 – Construction Support to be added as a supplemental prior to construction and Section 9 – Construction Inspection. Section 9 – Construction Inspection to be added as a supplemental prior to construction

The following is the scope of services for Section 8 – Construction Support and Section 9 – Construction Inspection.



SCOPE OF SERVICES

PIN 6755.28 – Pennsylvania Avenue over Seeley Creek

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions



Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of



education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

<u>NICET LEVEL</u>	<u>NICET CODE</u>	<u>NICET WORK ELEMENT</u>
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor** and **must be consistent with the requirements of the** [NYSDOT Manual of](#)



Uniform Recordkeeping (MURK).¹ The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.

- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged**, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information)².

¹ <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

² <https://www.dot.ny.gov/dotapp/ebo>

EXHIBIT A

FEE

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Salary Schedule

LaBella Associates
 RPR/Construction Inspection
 Pennsylvania Avenue Bridge over Seeley Creek
 PIN# 6755.28

JOB TITLE	ASCE (A) OR NICET (N) GRADE	PRESENT July-21	AVERAGE HOURLY RATES				OVERTIME CATEGORY
			PROJECTED MIDPOINT July-22	MAX. HOURLY RATES			
				2021	2022	2023	
Project Manager	VII (A)	\$62.04	\$63.90	\$69.91	\$72.01	\$74.17	A
Project Engineer	VI (A)	\$44.87	\$46.22	\$54.47	\$56.10	\$57.78	A
Engineer	III (A)	\$37.08	\$38.19	\$43.75	\$45.06	\$46.41	C
Resident Engineer	IV (N)	\$45.70	\$47.07	\$49.00	\$50.47	\$51.98	C
Office Engineer	III (N)	\$39.19	\$40.37	\$42.07	\$43.33	\$44.63	C
Inspector	III (N)	\$39.19	\$40.37	\$42.07	\$43.33	\$44.63	C

NOTE:

It shall be the ENGINEER's responsibility to pay prevailing wage rates and supplement as required by the Labor Department, for services requiring such rates and supplements.

OVERTIME POLICY

Category A - No overtime compensation.
 Category B - Overtime compensated at straight time rate.
 Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day, plus weekends & holidays.

Staffing Table

LaBella Associates
 RPR/Construction Inspection
 Pennsylvania Avenue Bridge over Seeley Creek
 PIN# 6755.28

JOB TITLE	ASCE OR NICET GRADE	2022												(1)	(2)	(3)	(4)	(5)	(6)
		J	F	M	A	M	J	J	A	S	O	N	D						
Project Manager	VII (A)	-	-	4	4	4	4	4	4	4	4	4	-	36	-	\$63.90	-	\$2,300.40	-
Project Engineer	III (A)	-	-	4	16	16	16	24	24	16	8	4	-	128	-	\$46.22	-	\$5,916.16	-
Engineer	III (A)	-	-	-	16	32	32	32	32	32	16	-	-	192	-	\$38.19	-	\$7,332.48	-
NOTES:														356	0			\$15,549.04	\$0.00

NOTES:

** Overtime Hours

(1) Total Hours (straight time)

(2) Total Hours (overtime)

(3) Projected Hourly Rate (straight time rate)

(4) Projected Hourly Rate (premium overtime differential)

(5) Direct Technical Salaries (straight time portion)

(6) Direct Technical Salaries (premium portion)

Total Regular Hours / Cost: 356 \$15,549.04

Total Premium OT Hours / Cost: 0 \$0.00

Total Combined Hours / Cost: 356 \$15,549.04

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Staffing Table

LaBella Associates
RPR/Construction Inspection
Pennsylvania Avenue Bridge over Seeley Creek
PIN# 6755.28

JOB TITLE	ASCE OR NICET GRADE	2022												(1)	(2)	(3)	(4)	(5)	(6)
		J	F	M	A	M	J	J	A	S	O	N	D						
Resident Engineer	IV (N)	-	-	56	168	168	176	160	184	168	168	136	-	1,384	-	\$47.07	-	\$65,144.88	-
Resident Engineer (OT)	IV (N)	-	-	-	8	8	18	16	18	16	8	-	-	-	92	\$47.07	\$23.54	\$4,330.44	\$2,165.68
Office Engineer	III (N)	-	-	8	8	-	-	-	-	-	8	4	-	28	-	\$40.37	-	\$1,130.36	-
Office Engineer (OT)	III (N)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$40.37	\$20.19	-	-
Inspector	III (N)	-	-	-	80	168	176	160	184	168	80	-	-	1,016	-	\$40.37	-	\$41,015.92	-
Inspector (OT)	III (N)	-	-	-	8	17	18	16	18	17	8	-	-	-	102	\$40.37	\$20.19	\$4,117.74	\$2,059.38
NOTES:														2,428	194			\$115,739.34	\$4,225.06

** Overtime Hours

(1) Total Hours (straight time)

(2) Total Hours (overtime)

(3) Projected Hourly Rate (straight time rate)

(4) Projected Hourly Rate (premium overtime differential)

(5) Direct Technical Salaries (straight time portion)

(6) Direct Technical Salaries (premium portion)

Total Regular Hours / Cost: 2,428 \$115,739.34

Total Premium OT Hours / Cost: 194 \$4,225.06

Total Combined Hours / Cost: 2,622 \$119,964.40

STAMP_ITEMNUMBER

Estimate of Direct Non-Salary Cost

LaBella Associates
 RPR/Construction Inspection
 Pennsylvania Avenue Bridge over Seeley Creek
 PIN# 6755.28

1. Travel, Lodging and Subsistence

Description			Miles			Cost
<i>Bi-Weekly Meetings</i>						
16 Trips @	250	Miles per Trip	4,000	(roundtrip Rochester Office to Site)		
<i>Office Engineer Visits</i>						
2.5 Trips @	250	Miles per Trip	625	(roundtrip Rochester Office to Site)		
<i>On-Site Travel for Inspection Staff</i>						
152 Trips @	8	Miles per Trip	1,216	(1 roundtrips around detour per day)		
Total Mileage			5,841	@	\$0.56	\$3,270.96
TOTAL TRAVEL, LODGING, & SUBSISTENCE						\$3,270.96

2. Field Office

Description	Quantity	Rental Period	Unit Price	
Cellular Telephone	0	0 mo.	\$50.00 per mo.	\$0.00
Digital Camera	0		\$200.00 each	\$0.00
TOTAL FIELD OFFICE CHARGE				\$0.00

3. Expendable Items

Cloth Tapes, Asphalt Thermometers and Protective Equipment **\$250.00**

4. Material Testing

Concrete, Soil, and Asphalt **\$7,000.00**

5. Construction Documentation Software

APPIA License 2 ea. @ \$2,200.00 ea. **\$4,400.00**

TOTAL DIRECT NON - SALARY COST (Estimated, Subject to Audit) \$14,920.96

Summary

LaBella Associates
RPR/Construction Inspection
Pennsylvania Avenue Bridge over Seeley Creek
PIN# 6755.28

Description	Total Contract Amount
Item IA, Direct Technical Salaries Construction Support (estimated) subject to audit	\$15,549.04
Item IB, Direct Technical Salaries Construction Inspection (estimated) subject to audit	\$115,739.34
Item IC, Direct Technical Salaries Construction Inspection, Premium Portion of Overtime (estimated) subject to audit	\$4,225.06
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$14,920.96
Item IIIA, Overhead (estimated) subject to audit (131% of IA)	\$20,369.24
Item IIIB, Overhead (estimated) subject to audit (70% of IB)	\$83,975.08
Item IV, Fixed Fee (negotiated) (11% of (IA + IB + IC + IIIA + IIIB + 50%II) ~ ref. §6.5.6 of PLAFAP)	\$27,205.01
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant Cost -)	\$0.00
Total Estimated Cost	\$281,983.73
SAY	\$282,000.00



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.dot.ny.gov

MARIE THERESE DOMINGUEZ
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

May 13, 2021

Mr./Ms. Robert Pepe
LABELLA ASSOCIATES, DPC
300 State Street
Rochester, New York 14614

Dear Mr./Ms. Pepe,

Re: Overhead Billing Rate - FYE - 10/31/2020

We recently received current overhead information based on a review of the CONR 385 submitted for FYE - 10/31/2020.

Based on that information, provisional overhead rates have been approved. The Combined overhead rate is 102%, the Office overhead rate is 131% and the Field overhead rate is 70%. If these rates are lower than or equal to the "NOT TO EXCEED" overhead rates established in a contract with New York State Department of Transportation, you may use these provisional rates for billing purposes, for the referenced period, and for future periods, until superseded by rates established by preaward audit, post audit or until CONR 385 billing rates are issued for a subsequent period. Please review the overhead rates indicated in the Consultant Selection System (CSS) for the current applicable overhead rates for price forwarding.

These submitted rates have not been audited and no audit assurances are provided. This letter is intended for your use, the use of the department and the prime consultants you may be working with in connection with department agreements.

The provisional overhead billing rates are subject to the post audit prior to final payment for completed work.

Sincerely,

Rebecca Quell

for Matt Bromirski
, Deputy Assistant Commissioner

MB: SMB

STAMP_ITEMNU



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution renewing various agreements on behalf of the Chemung County Department of Public Works (2022 materials & services)

Resolution #: 22-171

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda items requests the renewal of various bid items from 2021:

RFB 2233 OEM Parts
RFB 2269 Vendor Placed Pavement
RFB 2270 Fuel Equipment and Services
RFB 2274 Topsoil
RFB 2276 Coarse Aggregates (Stone)
RFB 2276 Coarse Aggregates (Gravel)
RFB 2278 Cold Mix Pavements (Central)
RFB 2279 Culvert Construction
RFB 2280 Incidental Construction
RFB 2281 Infrastructure Construction
RFB 2282 Micro Surfacing
RFB 2284 Pavement Reclamation
RFB 2285 Quick Set Slurry
RFB 2287 Liquid Bituminous Materials (FOB)
RFB 2287 Liquid Bituminous Materials (On-Site)
RFB 2077R Medium/Heavy Duty Truck Parts

Many vendors chose not to renew due to inflation and the uncertainty of the market caused by COVID - both labor and materials issues.

Attached is a summary spreadsheet with projected costs. Also included are the signed vendor renewal letters. All items are budgeted.

Please advise of any questions.

Thanks,
Andy Avery

ATTACHMENTS:

File Name	Description	Type	Upload Date
Copy_of_2022_DPW_Materials__Services_Bids_-_Renewals_from_2021_(NOVUS).pdf	2022 DPW Materials & Services Bids - Renewals from 2021	Cover Memo	2/9/2022
RFB-2077R_Point_Spring_2023_Signed.pdf	RFB-2077R Point Spring 2023 Signed	Cover Memo	2/9/2022
RFB-2233_OEM_Beam_Mack_2023_Signed.pdf	RFB-2233 OEM Beam Mack 2023 Signed	Cover Memo	2/9/2022
RFB-2233_OEM_Bobcat_2023_Signed.pdf	RFB-2233 OEM Bobcat 2023	Cover Memo	2/9/2022
RFB-2269_Dalrymple_2023_Signed.pdf	RFB-2269 Dalrymple 2023	Cover Memo	2/9/2022
RFB-2269_Elmira_Road_2023_Signed.pdf	RFB-2269-Elmira Road 2023	Cover Memo	2/9/2022
RFB-2270_Beavers_2023_signed.pdf	RFB-2270 Beavers 2023 signed	Cover Memo	2/9/2022
RFB-2274_McDonald_2023_Signed.pdf	RFB-2274 McDonald 2023	Cover Memo	2/9/2022
RFB-2275_TMT_Gravel_2023_Signed.pdf	RFB-2275 TMT Gravel 2023	Cover Memo	2/9/2022
RFB-2276_Boru_Holdings_2023_Signed.pdf	RFB-2276 Boru Holdings 2023	Cover Memo	2/9/2022
RFB-2276_Gravel_Dalrymple_2023_Signed.pdf	RFB-2276 Gravel Dalrymple 2023 Signed	Cover Memo	2/9/2022
RFB-2276_Stone_TMT_Gravel_2023_Signed.pdf	RFB-2276 Stone TMT Gravel 2023	Cover Memo	2/9/2022
RFB-2278_Vestal_Aspphalt_2023_Signed_0001.pdf	RFB-2278 Vestal Asphalt 2023 Signed	Cover Memo	2/9/2022
RFB-2279_Wenzel_2023_signed_0001.pdf	RFB-2279 Wenzel 2023	Cover Memo	2/9/2022
RFB-2280_Wenzel_2023_signed_0001.pdf	RFB-2280 Wenzel 2023 signed	Cover Memo	2/9/2022
RFB-2281_Wenzel_2023_signed_0001.pdf	RFB-2281 Wenzel 2023 signed	Cover Memo	2/9/2022
RFB-2282_Vestal_Aspphalt_2023_Signed_0001.pdf	RFB-2282 Vestal Asphalt 2023 signed	Cover Memo	2/9/2022
RFB-2284_Vestal_Aspphalt_2023_signed_0001.pdf	RFB-2284 Vestal Asphalt 2023 signed	Cover Memo	2/9/2022
RFB-2285_Vestal_Aspphalt_2023_Signed_0001.pdf	RFB-2285 Vestal Asphalt	Cover Memo	2/9/2022
RFB-2287_Vestal_Aspphalt_2023_Signed_0001.pdf	RFB-2287 Vestal Asphalt 2023	Cover Memo	2/9/2022

STAMP_ITEMNUMB

2022 Materials and Services Bids - Renewals from 2021

Updated: 2/3/2022

RENEWALS			SOLE	RECOMMENDED VENDORS FOR RENEWAL (1 TO 3)			ALL BIDDERS		ESTIMATED 2022 or
BID	DESCRIPTION	ACCEPTANCE DATE	BIDDER or RENEWER	VENDOR 1	VENDOR 2	VENDOR 3	REJECTED RENEWAL	REBID?	HISTORICAL ANNUAL EXPENSES
2233	OEM Parts	1/27/2022		Bobcat	Beam Mack	-			\$ 50,000.00
2269	Vendor Placed Pavement	1/21/2022		Dalrymple	Elmira Road Materials	-			\$ 50,000.00
2270	Fuel Equipment and Service	1/20/2022	<input checked="" type="checkbox"/>	Beavers Petroleum	-	-			\$ 10,000.00
2272	PVC In-line Drainage Basins	N/A		-	-	-	<input checked="" type="checkbox"/>	NO	Not currently used by County DPW
2273	Steel Shapes	N/A		-	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBD when Rebid
2274	Topsoil	1/24/2022	<input checked="" type="checkbox"/>	McDonald Contracting	-	-			\$ 10,000.00
2275	Stone Filling, Rip Rap	N/A		-	-	-	No	<input checked="" type="checkbox"/>	TBD when Rebid
2276	Coarse Aggregates (Stone)	1/21/2022	<input checked="" type="checkbox"/>	TMT Gravel	-	-			\$ 80,000.00
2276	Coarse Aggregates (Gravel)	1/21/2022		Elmira Road Materials	Dalrymple (FOB)	-			\$ 80,000.00
2276	Coarse Aggregates (Limestone)	N/A		-	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBD when Rebid
2277	Cold Milling	1/20/2022	<input checked="" type="checkbox"/>	Bothar Construction	-	-			\$ 25,000.00
2278	Cold Mix Pavements (Central)	1/25/2022	<input checked="" type="checkbox"/>	Vestal Asphalt	-	-			Not currently used by County DPW
2278	Cold Mix Pavements (Traveling)	N/A		-	-	-	<input checked="" type="checkbox"/>	NO	Not currently used by County DPW
2279	Culvert Construction	1/21/2022	<input checked="" type="checkbox"/>	Wenzel Landscaping	-	-			\$ 50,000.00
2280	Incidental Construction	1/21/2022	<input checked="" type="checkbox"/>	Wenzel Landscaping	-	-			\$ 20,000.00
2281	Infrastructure Construction	1/21/2022	<input checked="" type="checkbox"/>	Wenzel Landscaping	-	-			\$ 100,000.00
2282	Micro Surfacing	1/25/2022	<input checked="" type="checkbox"/>	Vestal Asphalt	-	-			\$ 250,000.00
2283	Pavement In-Place Recycling	N/A		-	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBD when Rebid
2284	Pavement Reclamation	1/25/2022	<input checked="" type="checkbox"/>	Vestal Asphalt	-	-			\$ 100,000.00
2285	Quick Set Slurry	1/25/2022	<input checked="" type="checkbox"/>	Vestal Asphalt	-	-			\$ 30,000.00
2287	Liquid Bituminous Materials (FOB)	1/25/2022	<input checked="" type="checkbox"/>	Vestal Asphalt	-	-			\$ 75,000.00
2287	Liquid Bituminous Materials (On-Site)	1/25/2022	<input checked="" type="checkbox"/>	Vestal Asphalt	-	-			\$ 350,000.00
2300	Ready Mix Concrete	N/A		-	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBD when Rebid
2301	Storm Drain Pipe	N/A		-	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBD when Rebid
2304	Geosynthetics	N/A		-	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBD when Rebid
2077R	Medium/Heavy Duty Truck Parts	1/28/2022	<input checked="" type="checkbox"/>	Point Spring & Drive Shaft	-	-			\$ 50,000.00
2271R	Iron Castings	N/A		-	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBD when Rebid
PROJECTED TOTAL: \$									1,330,000.00

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COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS

803 Chemung Street
Horseheads, NY 14845-2288
www.chemungcounty.com
Telephone (607) 739-3896
Fax (607) 796-2146

Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Point Spring & Driveshaft Co
68 Canton Street
Troy, PA 16947

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Medium and Heavy Duty Vehicle Replacement Parts for Chemung County
Original Legislative resolution #19-355. RFB-2077R.

Date: January 27, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 14, 2022 to Laurie Spencer at lspencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Wayne M Vandegrift Salesman
Typed/Printed name and Title of Person Preparing this Form

Wayne M Vandegrift 1/28/22
Signature of Person Preparing Form Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form Date

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Beam Mack Sales & Services, Inc.
350 Lake Road
Horseheads, NY 14845

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Original Equipment Manufacturer (OEM) for Chemung County
Original Legislative resolution #20-328. RFB-2233.

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at ispencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.	
<u>Robert L. DUNK</u>	<u>GEN MNGR</u>
Typed/Printed name and Title of Person Preparing this Form	
<u>Robert L. Dunk</u>	<u>1/21/22</u>
Signature of Person Preparing Form	Date
We do not want to renew the contract	
_____ Typed/Printed name and Title of Person Preparing this Form	
_____ Signature of Person Preparing Form	_____ Date

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Bobcat of Buffalo
6830 South Transit Rd.
Lockport, NY 14094

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Original Equipment Manufacturer (OEM) for Chemung County
Original Legislative resolution #20-328. RFB-2233.

Date: January 27, 2022

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*****Please confirm receipt of this document*****

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Eric J. Dier Parts Manager

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

1/27/22

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

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COUNTY OF CHEMUNG
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Horseheads, NY 14845-2288
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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Dalrymple Gravel & Contracting Co. Inc.
2105 South Broadway
Pine City, NY 14871

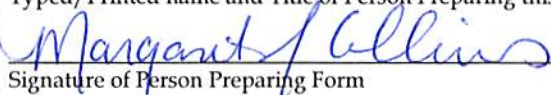
FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Vendor Placed Pavement for Chemung County
Original Legislative resolution #21-331. RFB-2269

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at ls Spencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.	
Margaret J. Collins, Vice President	
Typed/Printed name and Title of Person Preparing this Form	
	1/20/2022
Signature of Person Preparing Form	Date
We do not want to renew the contract	
Typed/Printed name and Title of Person Preparing this Form	
Signature of Person Preparing Form	Date



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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Elmira Road Materials, LLC
170 East Service Road
Binghamton, NY 13901

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Vendor Placed Pavement for Chemung County
Original Legislative resolution #21-331. RFB-2269

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at lspencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

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Jeffrey M. O'Brien, Member

Typed/Printed name and Title of Person Preparing this Form

Jeffrey M O'Brien MEMBER

Signature of Person Preparing Form

1-21-22

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Beavers Petroleum Equip. Co. Inc.
88 B Ridge Road
Horseheads, NY 14845

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Fuel Equipment and Services for Chemung County
Original Legislative resolution #21-331. RFB-2270

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email **no later than January 28, 2022 to Laurie Spencer at lspencer@chemungcountyny.gov**.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Angela A. Beavers, CEO

Typed/Printed name and Title of Person Preparing this Form

Angela A. Beavers
Signature of Person Preparing Form

01/20/2022

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

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DEPARTMENT OF PUBLIC WORKS

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: McDonald Contracting
767 S. Kinyon St.
Elmira, NY 14904

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Topsoil for Chemung County
Original Legislative resolution #21-331. RFB-2274

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at lspencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Michael E. McDonald

Typed/Printed name and Title of Person Preparing this Form

★ *[Signature]*
Signature of Person Preparing Form

01/24/22
Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date



COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS

803 Chemung Street
Horseheads, NY 14845-2288
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Fax (607) 796-2146

Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: TMT Gravel & Contracting, Inc
8792 Rte 549
Millerton, PA 16936

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Stone filling/Rip Rap for Chemung County
Original Legislative resolution #21-331. RFB-2275

Date: January 27, 2022

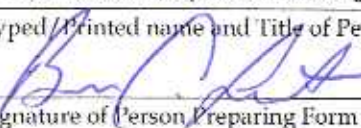
The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 14, 2022 to Laurie Spencer at lspencer@chemungcountyny.gov.

Please confirm receipt of this document

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Brian Latshaw, Operations Manager

Typed/Printed name and Title of Person Preparing this Form



Signature of Person Preparing Form

1/27/2022

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

STAMP_ITEMNUMB



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DEPARTMENT OF PUBLIC WORKS

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Boru Holdings, LLC
170 East Service Road
Binghamton, NY 13901

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Coarse Aggregates (Gravel) for Chemung County
Original Legislative resolution #21-331. RFB-2276

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at ls Spencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Jeffrey M. O'Brien, Member

Typed/Printed name and Title of Person Preparing this Form

Jeff M O'Brien MEMBER
Signature of Person Preparing Form

1-21-22

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

STAMP_ITEMNUMB



COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS

803 Chemung Street
Horseheads, NY 14845-2288
www.chemungcounty.com
Telephone (607) 739-3896
Fax (607) 796-2146

Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Dalrymple Gravel & Contracting Co. Inc
2105 S. Broadway
Pine City, NY 14871

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Coarse Aggregates (Gravel) for Chemung County
Original Legislative resolution #21-331, RFB-2276

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at lspencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Henry Dalrymple, Vice President

Typed/Printed name and Title of Person Preparing this Form

[Signature]

Signature of Person Preparing Form

1/21/22

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: TMT Gravel & Contracting Co. Inc
2105 S. Broadway
Pine City, NY 14871

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Coarse Aggregates (Stone) for Chemung County
Original Legislative resolution #21-331, RFB-2276

Date: January 20, 2022

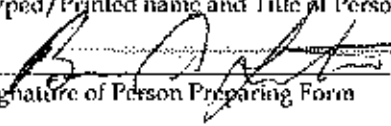
The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at ispencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on May 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Brian Latshaw, Operations Manager

Typed/Printed name and Title of Person Preparing this Form



Signature of Person Preparing Form

1/21/2022

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Vestal Asphalt, Inc
201 Stage Road
Vestal, NY 13850

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Cold Mix Pavements (Central) for Chemung County
Original Legislative resolution #21-331. RFB-2278

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at ls Spencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

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<u>Justin Guiles, CEO</u>	
Typed/Printed name and Title of Person Preparing this Form	
<u>[Signature]</u>	<u>1/25/22</u>
Signature of Person Preparing Form	Date
We do not want to renew the contract	
_____ Typed/Printed name and Title of Person Preparing this Form	
_____ Signature of Person Preparing Form	_____ Date

STAMP_ITEMNUMB



COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Wenzel Landscaping, LLC
170 Prescott Ave
Elmira Heights, NY 14903

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Culvert Construction for Chemung County
Original Legislative resolution #21-331. RFB-2279

Date: January 20, 2022

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*****Please confirm receipt of this document*****

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Mark C. Squires, President
Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

1/21/22
Date

~~We do not want to renew the contract~~

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

STAMP_ITEMNUMBER



COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Wenzel Landscaping, LLC
170 Prescott Ave
Elmira Heights, NY 14903

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Incidental Construction for Chemung County
Original Legislative resolution #21-331. RFB-2280

Date: January 20, 2022

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*****Please confirm receipt of this document*****

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Mark C. Squires, President
Typed/Printed name and Title of Person Preparing this Form

[Signature]
Signature of Person Preparing Form

1/21/22
Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

STAMP_ITEMNUM



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Fax (607) 796-2146

Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Wenzel Landscaping, LLC
170 Prescott Ave
Elmira Heights, NY 14903

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Infrastructure Construction for Chemung County
Original Legislative resolution #21-331. RFB-2281

Date: January 20, 2022

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*****Please confirm receipt of this document*****

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Mark C Squires, President
Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

1/21/22
Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Vestal Asphalt
201 Stage Road
Vestal, NY 13850

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal for Micro Surfacing for Chemung County
Original Legislative resolution #21-331. RFB-2282

Date: January 20, 2022

The term of the above contract ends on May 31, 2022. This contract can be extended for one additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than January 28, 2022 to Laurie Spencer at ls Spencer@chemungcountyny.gov.

*****Please confirm receipt of this document*****

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Justin Guiles, CEO

Typed/Printed name and Title of Person Preparing this Form

[Signature]
Signature of Person Preparing Form

1/25/22
Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

STAMP ITEMNUMB



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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Vestal Asphalt, Inc
201 Stage Road
Vestal, NY 13850

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal Pavement Reclamation for Chemung County
Original Legislative resolution #21-331. RFB-2284

Date: January 20, 2022

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*****Please confirm receipt of this document*****

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Justin Guiles, CEO

Typed/Printed name and Title of Person Preparing this Form

[Signature]
Signature of Person Preparing Form

1/25/22
Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date



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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Vestal Asphalt, Inc
201 Stage Road
Vestal, NY 13850

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal Quick Set Slurry for Chemung County
Original Legislative resolution #21-331. RFB-2285

Date: January 20, 2022

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*****Please confirm receipt of this document*****

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Justin Guiles, CEO

Typed/Printed name and Title of Person Preparing this Form

[Signature]
Signature of Person Preparing Form

1/25/22
Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

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Horseheads, NY 14845-2288
www.chemungcounty.com
Telephone (607) 739-3896
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Andrew P. Avery, P.E.
Commissioner

CONTRACT RENEWAL REQUEST FORM

TO: Vestal Asphalt, Inc
201 Stage Road
Vestal, NY 13850

FROM: Laurie Spencer, Chemung County Department of Public Works

RE: Contract Renewal Liquid Bituminous Materials (FOB) for Chemung County
Original Legislative resolution #21-331. RFB-2287

Date: January 20, 2022

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*****Please confirm receipt of this document*****

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Justin Guiles, CEO

Typed/Printed name and Title of Person Preparing this Form

[Signature]

Signature of Person Preparing Form

1/25/22

Date

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Supplemental Agreement No. 1 with New York State Department of Transportation on behalf of the Chemung County Department of Public Works (PIN 6755.28 Penna. Ave. over Seeley Creek Bridge Rehab)

Resolution #: 22-172

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item seeks review and approval for the addition of \$2,581,300 in construction and construction inspection funding to the CR69 Penna. Ave. over Seeley Creek bridge rehabilitation project.

95% of these funds are federally reimbursable; project is budgeted in the County's 2022 Capital Plan.

Bridge is anticipated to be closed beginning April 4, 2022, and reopening November 18, 2022.

Attachments include:

NYSDOT Cover Letter
NYSDOT Supplemental Agreement
Signature Page
Sample Resolution (PDF)
Sample Resolution (DOCX)

Please contact me with any questions.

Regards,

Andy Avery
DPW Commissioner

ATTACHMENTS:

File Name	Description	Type	Upload Date
BNY2_Chemung_Co_675528_Supp_1_Sample_BNY_Resolution.pdf	BNY2 Chemung Co 675528 Supp1 Sample BNY Reso	Cover Memo	2/14/2022
PIN_6755.28_NYSDOT_Supplemental_Agreement_1_(C-CI).pdf	PIN 6755.28 NYSDOT	Cover Memo	2/14/2022

STAMP_ITEMNUMB

	Supplemental Agreement 1		
PIN_6755.28_NYSBOT_Supplemental_Agreement_1_(C-CI)_Sample_Resolution.pdf	PIN 6755.28 NYSDOT Supplemental Agreement Sample Reso	Cover Memo	2/14/2022
PIN_6755.28_NYSBOT_Supplemental_Agreement_1_(C-CI)_Signature_Page.pdf	PIN 6755.28 NYSDOT Supplemental Agreement Signature Page	Cover Memo	2/14/2022
PIN_6755.28_Supplemental_Agreement_1_(C-CI)_Cover_Letter.pdf	PIN 6755.28 Supplemental Agreement Coverletter	Cover Memo	2/14/2022

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Bridge Project)

RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the Bridge NY (2) Bridge Rehab (BIN 3331480) CR 69 – Pennsylvania Avenue – over Seeley Creek, Town of Southport, Chemung County, P.I.N. 6755.28 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Chemung will design, let and construct the Project: and

WHEREAS, the County of Chemung desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the Chemung County Legislative Board, duly convened does hereby

RESOLVE, that the Chemung County Legislative Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Chemung County Legislative Board hereby authorizes the County of Chemung to pay 100% of the cost of Design and Construction/Construction Inspection work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$3,213,300 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the Chemung County Legislative Board hereby agrees that the County of Chemung shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the County of Chemung; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the County of Chemung shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that County of Chemung hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Chemung County Executive be and is hereby authorized to execute on behalf of the County of Chemung all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the County of Chemung 's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STAMP_ITEMNUMB

Sponsor: **County of Chemung**
 PIN: **6755.28** BIN: **3331480**
 Comptroller's Contract No. **D036099**
 Supplemental Agreement No. **01**
 Date Prepared: **1/31/2022** By: **dls**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036099 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Chemung (the Sponsor)
 Acting by and through the **Chemung County Executive**
 with its office at **PO Box 588, Elmira, New York 14902.**

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

☒ Amends a previously adopted Schedule A by (*check as applicable*):

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (*check and enter the # phase(s) as applicable*):
 - ☒ adding phase **C/C** which covers eligible costs incurred on/after **8/24/2021**
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☐ increasing funding for a project phase(s)
 - ☐ adding a pin extension
 - ☐ change from Non-Marchiselli to Marchiselli
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

☒ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☐ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

☐ Amends the text of the Agreement as follows (*insert text below*):

Sponsor: **County of Chemung**
 PIN: **6755.28** BIN: **3331480**
 Comptroller's Contract No. **D036099**
 Supplemental Agreement No. **01**
 Date Prepared: **1/31/2022** By: **dls**
 Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **CHEMUNG**

On this _____ day of _____, 20____ before me personally came _____ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law '112

STAMP_ITEMNUMB

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	“Current” or “Old” entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
6755.28.121	Current	NHPP	\$632,000.00	\$600,400.00	\$0.00	\$31,600.00
	Old	NHPP	\$632,000.00	\$600,400.00	\$0.00	\$31,600.00
6755.28.321	Current	NHPP	\$2,581,300.00	\$2,452,235.00	\$0.00	\$129,065.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$3,213,300.00	\$3,052,635.00	\$ 0.00	\$160,665.00

C. Local Deposit(s) from Section A:

\$ 0.00

Additional Local Deposit(s)

\$0.00

Total Local Deposit(s)

\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$3,052,635.00	\$ 0.00	\$ 0.00	\$160,665.00	\$3,213,300.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

 Name: Dawn L. Sutfin, Contract Mgmt. Specialist
 Phone No: 607-324-8415

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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- This is a Bridge NY (2) project. Reimbursement for this project is capped at the amount shown above. Funding can be used for any phase of this project.
- Projects must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within thirty months (2.5 Years) of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore, Sponsors are strongly encouraged to have projects substantially complete within eighteen months (1.5 Years) of commencing construction.
- Bridge NY (2) projects are funded with 95% federal aid with the addition of toll credits as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (ie., local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the Project Sponsor.
- This Supplemental Schedule A has been amended to add the Construction/Construction Inspection phase funding.
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, 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 other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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-

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a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure of \$100,000 or more, or

\$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY
(Bridge Project)
RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the Bridge NY (2) Bridge Rehab (BIN 3331480) CR 69 – Pennsylvania Avenue – over Seeley Creek, Town of Southport, Chemung County, P.I.N. 6755.28 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Chemung will design, let and construct the Project: and

WHEREAS, the County of Chemung desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the Chemung County Legislative Board, duly convened does hereby

RESOLVE, that the Chemung County Legislative Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Chemung County Legislative Board hereby authorizes the County of Chemung to pay 100% of the cost of Design and Construction/Construction Inspection work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$3,213,300 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the Chemung County Legislative Board hereby agrees that the County of Chemung shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the County of Chemung; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the County of Chemung shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that County of Chemung hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Chemung County Executive be and is hereby authorized to execute on behalf of the County of Chemung all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the County of Chemung 's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STAMP_ITEMNUMB

Sponsor: **County of Chemung**
 PIN: **6755.28** BIN: **3331480**
 Comptroller's Contract No. **D036099**
 Supplemental Agreement No. **01**
 Date Prepared: **1/31/2022** By: **dls**
 Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **CHEMUNG**

On this _____ day of _____, 20____ before me personally came _____ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law '112

STAMP_ITEMNUMB



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

BRIAN KELLY, P.E.
Regional Director

February 1, 2022

Mr. Andrew P. Avery, P.E.
Commissioner of Public Works
Chemung County
803 Chemung Street
Horseheads, NY 14845

Re: PIN: 6755.28, D036099, BRIDGE NY (2) Supplemental #1
Bridge Rehab (BIN 3331480) CR 69 over Seeley Creek
Town of Southport, Chemung County


Dear Mr. Avery:

Enclosed please find two (2) copies of Supplemental Agreement #1, five (5) additional signature pages, and a Sample Resolution for the above noted BRIDGE NY (2) project. This Supplemental Agreement has been amended to add the Construction/Inspection phase funding. Would you please review this material and present it to the Chemung County Legislative Board for their action, returning one (1) signed full Supplemental Agreement along with the five (5) additional signature pages, and three (3) embossed Resolutions. These Supplemental Agreements require the signature of the Municipal Official who is authorized to enter into an Agreement with the State of New York, the Municipal Attorney and to be notarized. A fully executed and approved Supplemental will be returned to you later for your records.

This revised funding cannot be guaranteed before this Supplemental Agreement is fully executed and approved by the Division of the Budget and the Office of the State Comptroller. Be reminded, the Municipality and Contractor/Consultant must establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract.

All BRIDGE NY (2) projects must be fully completed within 2.5 years of commencing construction. Therefore, Sponsors are strongly encouraged to have projects substantially complete within eighteen months of commencing construction.

If you have any questions regarding this material, please contact me at 607-324-8415.

Sincerely,


Dawn L. Sutfin
Contract Management Specialist

dls
Enclosures



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with New York State Department of Transportation 2021 Bridge NY Program on behalf of the Chemung County Department of Public Works (PIN 6755.52 CR51 over Lattabrook)

Resolution #: 22-173

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing the approval of the State Local Agreement for replacement of CR51 over Lattabrook. This was a recently awarded Bridge NY 3 project. The project is 95% reimbursable using federal highway funding. This agreement covers the cost of design, totaling \$494,000. The local share of the design cost is \$24,700, while the federal share is \$469,300.

Since the project was not awarded by NYS until well after the County Budget was approved, this project is not budgeted. With approval, the DPW will utilize 2022 Capital Highway funding to cover the local cost. Construction is slated for 2024. Supplemental Agreements will be forwarded at a future date to add and approve construction and inspection funding as needed.

See attachments

ATTACHMENTS:

File Name	Description	Type	Upload Date
BNY3_Chemung_Co_675552_Orig_BNY_Sample_Resolution.docx	BNY3 Chemung County	Cover Memo	3/7/2022
NYS DOT_BNY3_Award_Letter_-_CR51_over_Lattabrook_Bridge_(12-15-2021).pdf	NYS DOT BNY3 Award Letter	Cover Memo	3/7/2022
PIN_6755.52_CR51_over_Lattabrook_-_State_Local_Agreement_(Proposed).pdf	PIN 6755.52 over Lattabrook	Cover Memo	3/7/2022
PIN_6755.52_CR51_over_Lattabrook_-_State_Local_Agreement_(Sample_Resolution).pdf	PIN 6755.52	Cover Memo	3/7/2022
PIN_6755.52_CR51_over_Lattabrook_-_State_Local_Agreement_(Signature_Page_-_need_5).pdf	PIN 6755.52	Cover Memo	3/7/2022
PIN_6755.52_CR51_over_Lattabrook_-_State_Local_Agreement_Cover_Letter.pdf	PIN 6755.52	Cover Memo	3/7/2022

STAMP_ITEMNUMB

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Bridge Project)

RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the Bridge NY (3) Bridge Replacement (BIN 3331360) County Road 51 over Latta Brook, Town of Horseheads, Chemung County P.I.N. 6755.52 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Chemung will design, let and construct the Project: and

WHEREAS, the County of Chemung desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the County of Chemung Legislative Board, duly convened does hereby

RESOLVE, that the County of Chemung Legislative Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the County of Chemung Legislative Board hereby authorizes the County of Chemung to pay 100% of the cost of federal and non-federal share of the cost of Design and Right of Way Incidentals phase work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$494,000 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the County of Chemung Legislative Board hereby agrees that the County of Chemung shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the County of Chemung; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the County of Chemung shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that County of Chemung hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the County Executive of the County of Chemung be and is hereby authorized to execute on behalf of the County of Chemung all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the County of Chemung's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STAMP_ITEMNUMB



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

NICOLAS A. CHOUBAH, P.E.
Acting Chief Engineer

December 15, 2021

Mr. Andrew Avery, PE
Commissioner of Public Works
Chemung County
803 Chemung Street
Horseheads, NY 14845

Dear Mr. Avery, PE:

The New York State Department of Transportation is pleased to announce that the Chemung County application for County Route 51 over the Latta Brook has been approved for funding through the 2021 BRIDGE NY program in the amount of \$2,298,792.

Projects were selected through a competitive scoring process and consideration of available funds. A representative from the Department's regional office will contact you to discuss the next steps of your project.

If you have any questions regarding this award, feel free to contact Nicolas Choubah at (518) 485-0937 or Nick.Choubah@dot.ny.gov.

Sincerely,

A handwritten signature in black ink that reads "Marie Therese Dominguez".

Marie Therese Dominguez
Commissioner

DEC 22 REC'D

MUNICIPALITY/SPONSOR: **COUNTY OF CHEMUNG**

PROJECT ID NUMBER: **6755.52** BIN: **3331360**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D040473**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **County of Chemung** (the "Municipality/Sponsor")
acting by and through **Chemung County Executive**
with its office at **P.O.Box 588, Elmira, New York 14902**.

This Agreement covers eligible costs incurred on or after / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Bridge NY (3): Bridge Replacement (BIN 3331360) CR 51 over Latta Brook, Town of Horseheads, Chemung County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: **COUNTY OF CHEMUNG**

PROJECT ID NUMBER: **6755.52** BIN: **3331360**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the **County Executive** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

MUNICIPALITY/SPONSOR: **COUNTY OF CHEMUNG**

PROJECT ID NUMBER: **6755.52** BIN: **3331360**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

MUNICIPALITY/SPONSOR: **COUNTY OF CHEMUNG**

PROJECT ID NUMBER: **6755.52** BIN: **3331360**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

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5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion,

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reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties

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hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

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- (a) Via 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.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Roger A. Hogle**

Title: **Regional Local Project Liaison, Professional Engineer 1**

Address: **NYS Department of Transportation, 107 Broadway, Hornell, New York 14843**

Telephone Number: **607-324-8515**

Facsimile Number: **607-324-4986**

E-Mail Address: **roger.hogle@dot.ny.gov**

[Municipality/Sponsor] County of Chemung

Name: **Andrew P. Avery**

Title: **Commissioner of Public Works**

Address: **Chemung County, 803 Chemung Street, Horseheads, New York 14845**

Telephone Number: **607-739-3896**

Facsimile Number: **607-796-2146**

E-Mail Address: **aavery@chemungcountyny.gov**

17.2 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 email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State

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Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **CHEMUNG**)

On this _____ day of _____, 20____ before me personally came _____ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

A. Summary of <u>allocated</u> MARCHISELLI Program Costs FOR ALL PHASES							
For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00 *	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
6755.52.121	Current	NHPP	\$484,000.00	\$459,800.00	\$0.00	\$24,200.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
6755.54.221	Current	NHPP	\$10,000.00	\$9,500.00	\$0.00	\$500.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$494,000.00	\$469,300.00	\$ 0.00	\$24,700.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$469,300.00	\$ 0.00	\$ 0.00	\$24,700.00	\$494,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)
Name: Dawn L. Sutfin, Contract Mgmt, SpecialistPhone No: 607-324-8415

STAMP_ITEMNUMB

NYSDOT/State-Local Agreement – Schedule A**Footnotes:** (See [LPB's website](#) for link to sample footnotes)

- This is a Bridge NY (3) project. Reimbursement for this project is capped at the amount shown above. Funding can be used for any phase of this project.
- Projects must begin construction no later than 24 months after award: Award is defined as approved State/Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within thirty (30) months (2.5 Years) of commencing construction: construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore, Sponsors are strongly encouraged to have projects substantially complete within eighteen (18) months (1.5 years) of commencing construction.
- Bridge NY (3) projects are funded with 95% federal aid with the addition of toll credits as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (ie. local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the Project Sponsor.
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|--------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, 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 other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

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12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Bridge Project)

RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the Bridge NY (3) Bridge Replacement (BIN 3331360) County Road 51 over Latta Brook, Town of Horseheads, Chemung County P.I.N. 6755.52 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Chemung will design, let and construct the Project: and

WHEREAS, the County of Chemung desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the County of Chemung Legislative Board, duly convened does hereby

RESOLVE, that the County of Chemung Legislative Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the County of Chemung Legislative Board hereby authorizes the County of Chemung to pay 100% of the cost of federal and non-federal share of the cost of Design and Right of Way Incidentals phase work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$494,000 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the County of Chemung Legislative Board hereby agrees that the County of Chemung shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the County of Chemung; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the County of Chemung shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that County of Chemung hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the County Executive of the County of Chemung be and is hereby authorized to execute on behalf of the County of Chemung all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the County of Chemung's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STAMP_ITEMNUMB

MUNICIPALITY/SPONSOR: **COUNTY OF CHEMUNG**

PROJECT ID NUMBER: **6755.52** BIN: **3331360**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **CHEMUNG**)

On this _____ day of _____, 20____ before me personally came _____ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

BRIAN KELLY, P.E.
Regional Director

February 24, 2022

Mr. Andrew P. Avery, P.E.
Commissioner of Public Works
Chemung County
803 Chemung Street
Horseheads, NY 14845

Re: PIN: 6755.52, D040473 Original Agreement
Bridge NY (3) Bridge Replacement (BIN 3331360)
County Route 51 over Latta Brook
Town of Horseheads, Chemung County

Andy
Dear Mr. Avery:

Enclosed are two (2) Original Agreements, a Sample Bridge NY Resolution, and an additional five (5) signature pages for the above noted project. Please review this material and present it to the Chemung County Legislative Board for their action, returning one (1) complete set of the signed Agreement, three (3) signed and embossed Resolutions, and five (5) additional signature pages to this office. These Agreements require the signature of the Municipal Official who is authorized to enter into an Agreement with the State of New York, the Municipal Attorney and to be notarized. A fully executed and approved copy will be returned to you later for your records. Agreement funding cannot be guaranteed before this contract is fully executed and approved by the Attorney General and Office of the State Comptroller.

Because of the strict time restraints on Bridge NY projects, sponsors must expeditiously progress their execution of the State-Local Agreement. All Bridge NY (3) projects must begin construction no later than twenty-four (24) months after the State/Local Agreement is approved by the State Comptroller with project construction fully completed within thirty months (2.5 Years) of commencing construction.

Be reminded, the Municipality and Contractor must establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract.

If you have any questions regarding this material, please contact me at 607-324-8415.

Sincerely,

Dawn L. Sutfin
Contract Management Specialist

dls
Enclosures

ecc: Jason French, Deputy Commissioner of Public Works, City of Elmira, Chemung County
Carl Martel, Project Manager, City of Elmira, Chemung County
Josh Kohut, Project Manager, City of Elmira, Chemung County
Laurie Spencer, Account Clerk, City of Elmira, Chemung County
Kim Seymour, Account Clerk, City of Elmira, Chemung County



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Fagan Engineers & Land Surveyors, PC on behalf of the Chemung County Sewer Districts (General Services Agreement)

Resolution #: 22-174

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

CCSD is requesting authorization for a general services agreement with Fagan Engineers for 2022. The attached proposal outlines a one-year term with a not-to-exceed fee of \$ 20,000. The attached proposal provides a detailed scope of services. Services will only be billed upon written authorization and direction from CCSD of the task items included in the proposal.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Fagan_2022.pdf	Fagan 2022	Cover Memo	2/14/2022

STAMP_ITEMNUMB



January 6, 2022

Mr. Roland Holmes
Maintenance & Inspection Supervisor
Chemung County Sewer District No. 1
Chemung County Elmira Sewer District
1700 Lake Street
Elmira, NY 14901

RE: Engineering Services Proposal
2022 Engineering Services Term Contract

Dear RC:

Thank you for your request to submit a master services / term contract for Fagan Engineers & Land Surveyor, PC to continue to provide engineering consulting and survey services to the Chemung County Sewer Districts. The proposal is consistent with previous years agreements. We have developed the following proposal based upon our recent previous few years' experience:

SCOPE OF SERVICES

Fagan Engineers & Land Surveyors, P.C. (FE) will provide engineering review services on an as-needed basis. Individual tasks shall be assigned by the Sewer District staff. At that time FE personnel shall provide an estimate of the amount of time / fee for the individual task utilizing rates based on our billing rate schedule (2019 Billing Rates - Attachment 1). The following is a list of potential services provided by FE, including, but not limited to:

1. Sanitary Sewer System Design Review – Fagan Engineers will provide review sanitary sewer service applications for sanitary sewer extensions. FE will utilize one of our Project Managers that designs these types of facilities and who is familiar with NYSDOH/NYSDEC requirements and "Ten State" Standards.
2. Sanitary Sewer System Studies – Fagan Engineers will provide support to the Sewer District to complete studies for improvements and upgrades to the District's infrastructure such as:
 - Sewer system infiltration/inflow studies.
 - Sewer capacity studies.
 - Pump station/forcemain capacity studies.
 - Retaining specialty sub-consultants as needed.

3. Design and CAD Drawing Services – Fagan Engineers will provide support to the Sewer District for minor sewer system designs of system upgrades and modifications for non-bid projects intended for in-house installations.
4. GIS and Mapping Services – Fagan Engineers will provide Land Surveying support to the Sewer District for GIS and mapping services such as:
 - Convert CAD drawings and files to GIS format, including system data development;
 - Incorporate location / planning mapping as part of system upgrades and bid document preparation;
 - Provide GIS training on data creation and data management.

FEES

Fagan Engineers & Land Surveyors, P.C. will provide all services as requested by the Sewer District Staff on a time-and-materials basis for a not-to-exceed fee of \$20,000. Time expended on the contract will be billed on a monthly basis according to the rate schedule included in Attachment 1. Direct expenses will be added to the billings as detailed in Attachment 1. Subsequent invoices will be submitted monthly and will be due and payable within 30 calendar days of their submission to you.


CONTRACT TERM

The Term of this Contract shall be for a period of one year commencing on the 1st day of January 2022 and terminating on the 31st day of December 2022.

Should this proposal for engineering services be acceptable, please sign the acceptance section below which will constitute an agreement between us. Please return one executed copy for our files. Thank you for the opportunity to submit this proposal, and we look forward to working with you on this project.

Sincerely,

FAGAN ENGINEERS & LAND SURVEYORS, P.C.


James B. Gensel, P.E., CPESC
President

STAMP_ITEMNUMB

AGREEMENT ACCEPTANCE SECTION

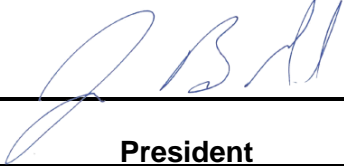
CHEMUNG COUNTY
SEWER DISTRICTS

FAGAN ENGINEERS
& LAND SURVEYORS, P.C.

ACCEPTED BY: _____

TITLE: _____

DATE: _____



President

January 1, 2022



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of Local Waterfront Revitalization Program grant funding from the New York State Department of State on behalf of the Chemung County Planning Department

Resolution #: 22-175

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Chemung County Planning Department will coordinate and oversee the completion of the City of Elmira Local Waterfront Revitalization Program. The LWRP will provide a shared vision, goals, and strategies for improving the City's Chemung River waterfront. The plan will identify opportunities to address waterfront connectivity, resilience, and economic development. Information on the LWRP can be found online at the following link: <https://dos.ny.gov/local-waterfront-revitalization-program>

The local match is \$15,000 (\$85,000 grant plus \$15,000 local match for a total project budget of \$100,000). The City of Elmira has given an informal commitment to provide \$7-8,000 to split the local match. Money is available in 50408 to transfer funds needed)

ATTACHMENTS:

File Name	Description	Type	Upload Date
2021_CFA_Guide.pdf	2021 CFA Guide	Cover Memo	1/12/2022
CFA_#108034_Chemung_County_Award_Letter.pdf	Chemung County Award Letter	Cover Memo	1/12/2022

STAMP_ITEMNUMB



Regional Economic Development Councils

AVAILABLE CFA RESOURCES



2021

STAMP_ITEMNUMB

A Division of Empire State Development

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Introduction

In 2011, Governor Andrew M. Cuomo created ten Regional Economic Development Councils (REDC) and the Consolidated Funding Application (CFA) to advance the administration's efforts to improve New York's business climate and expand economic growth.

New York State drives economic growth by making investments that enforce four interconnecting strategies:

- **Placemaking** - The notion that where investment occurs matters. In order to attract a talented workforce, our built environment must emphasize creating accessible job centers, sustainable infrastructure, and livable communities.
- **Workforce** - The belief that people drive the economy. Targeted job training and education ensures that jobs in high-paying, in-demand, tradeable sectors are filled in an equitable way.
- **Tradeable Sectors** - The industries New York State is targeting to increase export based employment opportunities. They are the industry sectors that are part of a global market like manufacturing, agricultural products, and energy.
- **Innovation** - The strategy of investing in and creating synergies between research and commercialization to drive the economy forward.

Over the past ten years, the Regional Councils have revitalized the state's economy through a bottom-up, community-based, and performance-driven approach to economic development. Through the comprehensive strategic planning process, every region across the state has succeeded in creating private sector jobs, driving private investment, bolstering workforce development, and revitalizing long-neglected cities, towns, and neighborhoods. This year, the expertise of the Councils will be an essential component of the post-COVID recovery.

The unprecedented economic devastation caused by COVID-19 has highlighted the importance of inclusive growth and resilient strategies. Public, private, and civic collaboration has been the cornerstone of this process since its inception and the partnerships forged through the Regional Economic Development Councils will be vital to the recovery of New York's economy. Each region's strategic plan, implementation agenda and progress reports can be found online at www.regionalcouncils.ny.gov

For Round XI, Regional Councils will once again focus on the implementation of each region's strategic plan, and continue to identify and invest in significant economic development projects. Round XI includes core capital and tax-credit funding that will be combined with a wide range of existing agency programs totaling over \$750 million. The core funding includes \$225 million in grants and tax credits to fund high value regional priority projects. The Budget also makes over \$525 million in resources from state agencies available to support community revitalization and business growth consistent with the existing REDC plans through the CFA process.

In order to be responsive to the immediate needs of the development community and as the state is making crucial investments to generate economic activity, the \$150 million in grant funds from Empire State Development will be made available to projects on a continuous and competitive basis this round.

This year, there are over 30 programs available through 9 state agencies, including Empire State Development; NYS Canal Corporation; NYS Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; New York Power Authority; Office of Parks, Recreation and Historic Preservation; Department of State; and Department of Environmental Conservation. In an effort to provide the most appropriate state resources through this process, participating agencies will be able to review and potentially provide funding to a project

that did not specifically apply to that program, if the materials submitted at time of application satisfy the requirements for that program and allow for fair review under the circumstances. In addition, all programs contained in this document will use regional distribution standards to ensure projects are funded throughout the state.

Please be advised that all CFA grants are subject to the New York State Executive Law Article 15-A which requires, where applicable, the establishment of 30% minority-and women-owned business enterprises ("M/WBE") contract goals.

In 2014, the Service-Disabled Veteran-Owned Business Act was signed into law. The new law created the Division of Service-Disabled Veterans' Business Development in Office of General Services to certify, promote and encourage economic development among disabled veterans throughout the state. Project applicants are urged to work with Service-Disabled Veteran-Owned Businesses (SDVOBs) and a directory can be found at <https://ogs.ny.gov/Veterans>.

This document outlines information about each agency's grant programs, including eligibility, scoring criteria, applicant requirements, and agency contact information.

2021 Available Resources

Programs subject to the 4:00 PM July 30 Deadline

Empire State Development: Up to \$29.5 million

- Up to \$2 million for Strategic Planning and Feasibility Studies
- Up to \$15 million for Market New York
- Up to \$12.5 million for Business Incubator & Innovation Hot Spot Support Program

Homes and Community Renewal: Up to \$26.2 million

- Up to \$20 million for New York State Community Development Block Grant Program
- Up to \$6.2 million for New York Main Street Program

Office of Parks, Recreation and Historic Preservation: Up to \$21.4 million

- Up to \$19.5 million for Environmental Protection Fund Grants Program for Parks, Preservation and Heritage (EPF)
- Up to \$1.9 million for Recreational Trails Program

Department of State: Up to \$36.25 million

- Up to \$27.75 million for the Local Waterfront Revitalization Program
- Up to \$3.5 million for the Brownfield Opportunity Area Program
- Up to \$1 million for the Smart Growth Comprehensive Planning Grant Program
- Up to \$4 million for Local Government Efficiency Program

New York State Canal Corporation: Up to \$1 million

- Up to \$1 million for the Canalway Grants Program

New York State Energy Research and Development Authority: Up to \$30 million

- Up to \$15 million for Carbon Neutral Economic Development Program
- Up to \$15 million for Commercial and Industrial (C&I) Carbon Challenge

Department of Environmental Conservation: Up to \$79 million

- Up to \$11 million for the Climate Smart Communities Grant Program
- Up to \$65 million for the Water Quality Improvement Project (WQIP) Program
- Up to \$3 million for the Non-Agricultural Nonpoint Source Planning and Municipal Separate Storm Sewer System (MS4) Mapping Grant Program

Environmental Facilities Corporation: Up to \$17.5 million

- Up to \$15 million for the Green Innovation Grant Program
- Up to \$2.5 million for NYS EFC Wastewater Infrastructure Engineering Planning Grant Program

Open Enrollment Programs

Empire State Development: Up to \$225 million

- Up to \$150 million for ESD Grant Funds
- Up to \$75 million for Excelsior Jobs Program

New York State Energy Research and Development Authority: Up to \$3 million

- Up to \$3 million for Energy Efficiency Programs

New York State Power Authority: Up to 22 Megawatts

- Up to 22 Megawatts for the ReCharge NY Program

Federal Industrial Development Bond Cap: Up to \$300 million

- Up to \$300 million for Industrial Development Bond Cap (IDBC)

Open Enrollment programs will continue to accept applications on an ongoing basis and are not subject to the July 30 deadline

Empire State Development

Empire State Development Grant Funds

Funding Available: Up to \$150 million

DESCRIPTION:

ESD has \$150 million of capital grant funding from the Regional Council Capital Fund available for the State's Regional Economic Development Council Initiative, which helps drive regional and local economic development across New York State in cooperation with ten Regional Economic Development Councils ("Regional Councils").

Capital grant funding is available for capital-based economic development projects intended to create or retain jobs; prevent, reduce or eliminate unemployment and underemployment; and/or increase business or economic activity in a community or Region.

Grant funding will be allocated among the ten regions, each represented by a Regional Council. Funding decisions will be based on each Regional Council's development and implementation of a five-year strategic plan that sets out a comprehensive vision for economic development and specific strategies to implement that vision, coupled with New York State's economic growth priorities. Funding will be allocated to projects, including priority projects identified by the Regional Councils, identified as significant, regionally supported and capable of stimulating economic investment.

In addition, special consideration shall be given to projects supporting the Downtown Revitalization Initiative and Strategic Community Investment, Improving Access to Child Care, and Environmental Justice.

Funding will be awarded by the New York State Urban Development Corporation (d/b/a Empire State Development) at its discretion.

ELIGIBLE TYPES OF APPLICANTS:

Eligible Applicants include but are not limited to: for-profit businesses, not-for-profit corporations*, business improvement districts, local development corporations, public benefit corporations (including industrial development agencies), economic development organizations, research and academic institutions, incubators, technology parks, municipalities, counties, regional planning councils, tourist attractions and community facilities.

* If awarded funding, prior to ESD Directors' approval and execution of a contract with ESD, a not-for-profit corporation must be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau and the New York State Office of the State Comptroller's VendRep System and must be prequalified in the New York State Grants Gateway.

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT REQUIREMENTS:

Applicants applying for ESD Grant Funds should clearly describe the scope and budget for the "project" for which funds are being requested. For example, an Applicant may be planning a larger project that would include multiple phases, such as in the case of a major infrastructure project or redevelopment of a specific geographic area. However, the "project" for which funds are being requested via the CFA might consist of only one phase of the larger project. In such situations, the request for ESD Grant funds should be specific to the phase, NOT the overall multi-phase project.

Assistance generally falls into three categories:

1. Strategic Community Development Investment:

Grant funds may be used to finance strategic community development investments within a downtown, mixed-use commercial district in order to attract new businesses and expand existing businesses, thereby fostering further investment. Strategic community development investments include but are not limited to capital expenditures for infrastructure including transportation, parking garages, water and sewer, communication, and energy generation and distribution. Applicants must demonstrate how the project will result in a benefit to the viability of the area it is located in and how it will lead to increased economic activity. Applicants that propose a project within a specific area where there are other proposed or ongoing projects may be looked upon favorably as a way to redevelop a specific area as opposed to standalone projects without other investments within an area.

Strategic community development investment projects that are able to provide job commitments will be viewed favorably. It is important, however, to note that (1) few strategic community development investment projects are anticipated to be able to provide job commitments and (2) if the employer will be an entity other than the Applicant, a third party guarantee of the Applicant's job commitment must be provided by the prospective employer and both the prospective employer and the third party guarantor must be found by ESD to be creditworthy.

Strategic community development investment projects may also include planning or feasibility studies relating to a specific capital project, site, or downtown, mixed-use district.

2. Business Investment:

Business investments are capital expenditures that facilitate an employer's ability to create new jobs in New York State or to retain jobs that are otherwise in jeopardy. Five-year job commitments will be required of all award recipients because it is by underwriting these job commitments that ESD is best able to forecast the economic benefits of providing assistance to any particular project. Applicants will therefore be required to commit to the number of jobs at risk (of relocation or loss) that will be retained by the proposed project, the number of net new full-time jobs that will be created by the project, and the average salaries of each. Failure to achieve or maintain these employment commitments will subject a funding recipient to potential recapture of assistance.

3. Economic Growth Investment:

An Economic Growth Investment initiative fosters economic growth through cultural activity, higher education activity, agribusiness initiatives, other local or regional initiatives, planning or feasibility studies relating to a specific capital project or site, improvements to facilities in highly distressed areas, commercial revitalization activities in central business districts or commercial strips, or other types of projects that may not have direct job creation goals. Economic Growth Investment projects that are able to provide direct job commitments will be viewed favorably.

GRANT FUNDS MAY BE USED FOR:

- Acquisition of land, buildings, machinery and/or equipment;
- Demolition and environmental remediation;
- New construction, renovation or leasehold improvements;
- Acquisition of furniture and fixtures;
- Soft costs of up to twenty-five percent (25%) of total project costs; and
- Planning and feasibility studies related to a specific capital project or site.

INELIGIBLE ACTIVITIES:

The following types of expenses may be included in budgets but shall not be eligible for reimbursement by grant funds:

- Developer fees;

- Training;
- Residential development, although program funds may only be used for the commercial component of a mixed-use project; and
- Block grant projects or revolving loan funds

PRE-APPLICATION REQUIREMENTS:

Applicants must complete and submit a Consolidated Funding Application (CFA) for review by ESD and the Regional Council for the region in which the proposed project is located.

SUCCESSFUL APPLICANT REQUIREMENTS:

Awards are offered as an incentive to undertake a project. Therefore, the project should not begin, and expenses should not be incurred, before funding awards have been announced. Expenses incurred prior to submission of a CFA should not be included in CFA project budgets, nor should expenses that will be incurred after submission of a CFA but prior to an award announcement.

The amount of an award from ESD is based on a number of factors including, but not limited to, the project's alignment with the state and regional priorities, as well as the potential for direct and indirect job creation, direct and indirect fiscal benefit to the state and local governments, overall economic activity, community development and private investment. Generally, applicants should not apply for, nor will be considered for, more than twenty percent (20%) of the financing for any particular project based on the eligible total project cost. Typically, awards will be less than 20% of the eligible total project cost and the likelihood of winning an award improves as the percentage of ESD assistance is reduced and private investment or other sources are better leveraged. Exceptions to this limit may be made at the sole discretion of ESD in cases where it is found that a project or projects will have an unusual or extraordinary regional or statewide impact.

ESD requires that the Applicant contribute a minimum of ten percent (10%) of the total project cost in the form of equity contributed after the Applicant's acceptance of ESD's incentive proposal. Equity is defined as cash injected into the project by the Applicant or by investors and should be auditable through the Applicant's financial statements or accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project or grants from a government source.

The Applicant must always disclose whether it is pursuing or intends to pursue multiple ESD funding sources, including grants, loans and tax incentives.

SELECTION CRITERIA:

In addition to the criteria noted below, ESD shall have the discretion to consider additional factors in determining the relative merits of projects.

Vision and Regional Economic Development Strategies:

- The overall economic impact that the project identified in the application will have on a region, including, but not limited to, the amount of capital investment and the level of increased economic activity from the proposed capital investment;
- The economic and community benefit to the viability of the area in which the project is located in;
- The number and impact of any direct or indirect jobs that will be created;
- The number of new jobs created and/or at-risk jobs that will be retained;
- The likelihood that the project identified in the application would be located outside of New York State or would not occur in New York State but for the availability of state or local incentives.

Public/Stakeholders:

- Whether the project has demonstrated support from local government and private sector leaders in the locality and the region where the project will be located;
- Whether the project will have a significant regional impact or is likely to increase the subject community's economic and social viability and vitality; and

- The degree of economic distress in the area where the Applicant will locate the project identified in its application, including downtown revitalization and brownfield areas.

Implementation:

- The degree of project readiness and likelihood of completion, including, where applicable for real estate development projects, if there are identified tenants for a completed project; and
- The degree of the Applicant's financial viability and strength of financials/operating history/ESD credit score.

Leveraged Resources:

- The amount of private financing leveraged; and
- The amount of public financing leveraged.

Performance Measures:

- The estimated return on investment that the project identified in the application will provide to New York State;
- For downtown areas, whether or not the project concerns the preservation of the architectural character of a building or neighborhood;
- Whether, where applicable, there are identified tenants for a completed project;
- The degree to which the project supports the principals of smart growth, energy-efficiency (including but not limited to, the reduction of greenhouse gas and emissions and the Leadership in Energy and Environmental Design [LEED] green building rating system for the project identified in its application), and sustainable development; and
- The degree to which the project identified in the application supports New York State minority- and women-owned business enterprises.

Significant Statewide Programs:

- Proposed projects that are part of the following initiatives will be looked upon favorably:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Improving Access to Child Care

Despite record investments in child care, many New Yorkers still struggle to access high quality child care. This issue forces families to choose between quality child care and employment or places families in the position to use unlicensed child care providers. Applicants should provide any information about their project that works to improve access to child care.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues.

AWARD CRITERIA DETAILS:

- Notice of a funding award will be given in the form of an incentive proposal outlining the terms of the proposed assistance. The award is subject to approval of the ESD Directors and compliance with applicable laws and regulations. Project funding may only be used for expenses incurred after the date that notice of the funding award is given. Applicants are strongly encouraged to review and countersign ESD's incentive proposal prior to starting the project.
- All Applicants will be requested to certify and agree that any decrease in the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, may result in ESD's reduction of the award, in ESD's sole discretion, in an amount proportionate to any such decrease.
- All Applicants will be requested to certify and agree that any expansion of the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, will not result in the increase of the award by ESD.
- The awarded grants are transferable at the sole discretion of ESD.
- The essential terms for the disbursement of assistance are included in the incentive proposal. Although funding is offered prior to project commencement as an inducement to undertake the project, funds are disbursed in arrears, as reimbursement for eligible project expenditures.
- Grant funds will be subject to pro rata recapture if property is sold within 5 years of disbursement of funds.
- It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. If awarded, the Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary and terminate the project at any point if the applicant fails to provide such documentation in a timely manner.
- For Business Investment projects, partial funding is disbursed upon project completion and interim job creation/retention milestones, with additional funding disbursed upon achievement of job creation/retention milestones. For Infrastructure Investment and Economic Growth Investment projects, funding is typically is disbursed upon project completion.
- Projects generally are presented to the ESD Directors once all project expenditures have been undertaken and disbursement of ESD assistance is sought.
- All required public approvals must be in place prior to the start of construction and approval by the ESD Directors, including State Environmental Quality Review (SEQR) and consultation with the State Historic Preservation Office, if applicable. Physical work on an ESD-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.
- For projects with job creation and/or retention, job numbers will be verified using the employer's NY-45 and NY-45 ATT and/or payroll reports prior to disbursement of funds and annually thereafter through the required reporting period.

- In accordance with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts, projects awarded funding shall be reviewed by ESD's Office of Contractor and Supplier Diversity, which will set business and participation goals for minorities and women. Such goals shall typically be included in the incentive proposal.

Please note that ESD's agency-wide MWBE utilization goal is 30%. Each project will be assigned an individual contract-specific goal, which may be higher or lower than 30%. Should an Applicant receive a funding award, the Applicant shall be required to use good faith efforts to achieve the prescribed MWBE goals assigned to this project. Applicants must maintain such records and take such actions necessary to demonstrate such compliance. Failure to achieve the specified MWBE goal may result in award reduction.

- In 2014, the Service-Disabled Veteran-Owned Business Act was signed into law. The new law created the Division of Service-Disabled Veterans' Business Development in Office of General Services to certify, promote and encourage economic development among disabled veterans throughout the state. Project Applicants are urged to work with Service-Disabled Veteran-Owned Businesses (SDVOBs) and a directory can be found at <https://ogs.ny.gov/Veterans>.
- In accordance with State law, after approval by the ESD Directors, a public hearing will be required if the project involves the acquisition, construction, reconstruction, rehabilitation, alteration or improvement of any property. ESD will schedule a public hearing in accordance with the *New York State Urban Development Corporation Act* ("UDC Act") and will take such further action as may be required by the UDC Act and other applicable law and regulations. The ESD Directors must reconsider the matter if any negative testimony is received at the public hearing. (Generally, this hearing occurs the month after the Directors' initial approval). Approval by the Public Authorities Control Board ("PACB"), New York State Comptroller ("OSC") and the New York State Attorney General ("AG") may then be required. Following approval by the ESD Directors and PACB, OSC and AG approval, if required, the documents for processing the grant award will be prepared by ESD. Notwithstanding the process outlined above, no project shall be funded if sufficient resources are not received by ESD for such project.
- A \$250 Application Fee, payable when funding is documented in an Incentive Proposal, and a one percent (1%) non-reimbursable commitment fee based on the grant amount awarded will be assessed to all awardees. The commitment fee will be due when the Applicant executes documents required for processing the award, after approval by the ESD Directors. The Applicant will be obligated to pay for out-of-pocket expenses incurred by ESD in connection with the project, including, but not limited to, expenses related to attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, public hearing expenses and other requirements deemed appropriate by ESD.
- Grant funds originally awarded to projects that have since been cancelled or terminated will be repurposed for economic development projects by ESD at its discretion in consultation with the REDCs.
- Projects having a hotel as a principal function will be required to demonstrate compliance with Section 2879-b of Public Authorities Law regarding labor peace if funding is awarded. Public Authorities Law Section 2879-b prohibits public authorities from providing financing for any project that includes, as one of the principal functions, a hotel with more than fifteen employees unless a labor peace agreement ("LPA") is entered into with a labor organization representing hotel or convention center employees in the State, for a period of at least five years. An LPA is an agreement between the project developer (or its contractors) and a labor organization prohibiting

the labor organization and its members from engaging in labor activities that disrupt the hotel's operations.

ADDITIONAL RESOURCES:

For more information, eligible Applicants should contact the local Empire State Development Regional Office. A complete list of the ESD Regional Offices can be found at <http://esd.ny.gov/RegionalOverviews.html>

Excelsior Jobs Program

Funding Available: Up to \$75 million

DESCRIPTION: The Excelsior Jobs Program, established in Chapter 59 of the Laws of 2010, provides job creation and investment incentives to firms in targeted industries such as biotechnology, pharmaceutical, high-tech, clean-technology, green technology, financial services, agriculture and manufacturing, not inclusive. Firms in these industries that create and maintain net new jobs or make significant financial investment are eligible to apply for up to five tax credits. The Program encourages businesses to expand in and relocate to New York while maintaining strict accountability standards to guarantee that businesses deliver on job and investment commitments.

Firms in the Excelsior Jobs Program may qualify for five, fully refundable tax credits. Businesses claim the credits over a multi-year period. To earn any of the following credits, firms must first meet and maintain the established job and investment thresholds.

Effective April 3, 2020 an enhanced tax credit was introduced for “green projects” operating in strategic industries inclusive of agriculture, manufacturing, software development, and scientific research and development.

A “green project” means a project that makes products or develops technologies that are primarily aimed at reducing greenhouse gas emissions or supporting the use of clean energy.

"Green project" shall include, but not be limited to, the manufacture or development of products or technologies or supply chain components primarily for renewable energy systems as defined in section sixty-six-p of the public service law, vehicles that use non-hydrocarbon fuels and produce zero or near zero emissions, heat pumps, energy efficiency, clean energy storage and other products that significantly reduce greenhouse gas emissions by minimizing the utilization of depletable resources or by improving industrial efficiency.

“Green project” shall not include a project primarily composed of (i) necessarily local activities such as retail, building construction, or the, deployment or adoption of an energy product or technology at an end user’s site, or (ii) the production of products or development of technologies that would produce only marginal and incremental energy savings or environmental benefits ancillary to the core function of the product or technology.

Effective with the passing of the 2021-2022 budget an enhanced childcare investment tax credit and childcare services tax credit component were introduced for childcare expenses for projects operating in a qualified strategic industry.

“Childcare services” means those services undertaken or sponsored by a participant in this program meeting the requirements of “child day care” as defined in paragraph (a) of subdivision one of section three hundred ninety of the social services law or any child care services in the city of New York whereby a permit to operate such childcare services is required pursuant to the health code of the city of New York.

"Net new childcare services expenditures" means the calculation of new, annual participant expenditures on childcare services whether internal or provided by a third party (including coverage for full or partial discount of employee rates), minus any revenues received by the participant through a third-party operator (i.e. rent paid to the participant by the childcare provider) or employees and may be further defined by the commissioner in regulations. For the purposes of this definition, expenditures for childcare services that a participant has incurred prior to admission to this program shall not be eligible for the credit.

The Excelsior Jobs Tax Credit:

- A credit of up to 6.85 percent of wages per new job to cover a portion of the associated payroll cost
- For “green projects” a credit of up to 7.5 percent of wages

The Excelsior Investment Tax Credit:

- Valued at two percent of qualified investments
- For “green projects”, a credit valued at 5 percent of qualified investments
- For investments in child care a credit up to 5 percent of qualified investments

The Excelsior Research and Development Tax Credit:

- A credit of 50 percent of the Federal Research and Development credit up to 6 percent of eligible research expenditures in NYS
- For “green projects” a credit of 50 percent of the Federal Research and Development credit up to 8 percent of eligible research expenditures in NYS

The Excelsior Real Property Tax Credit:

- Available to firms locating in certain distressed areas and to firms in targeted industries that meet higher employment and investment thresholds (Regionally Significant Project).

The Excelsior Childcare Services Tax Credit:

- A credit of up to 6 percent of net new childcare services expenditures for the operation, sponsorship or direct financial support of a childcare services program.

ELIGIBLE TYPES OF APPLICANTS: For-profit business entities including corporations, limited liability companies, partnerships, sole proprietorships.

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT REQUIREMENTS:

Agriculture: agricultural production (establishments performing the complete farm or ranch operation, such as farm owner-operators, tenant farm operators, and sharecroppers) and agricultural support (establishments that perform one or more activities associated with farm operation, such as soil preparation, planting, harvesting, and management, on a contract or fee basis).

Back Office Operations: a business function that may include one or more of the following activities: customer service, information technology and data processing, human resources, accounting and related administrative functions.

Distribution Center: a large-scale facility involving processing, repackaging and/or movement of finished or semi-finished goods to retail locations across a multi-state area.

Entertainment Company: means a corporation, partnership, limited partnership, or other entity principally engaged in the production or post production of (I) motion pictures, which shall include feature-length films and television films, (II) instructional videos, (III) televised commercial advertisements, (IV) animated films or cartoons, (V) music videos, (VI) television programs, which shall include, but not be limited to, television series, television pilots, and single television episodes, or (VII) programs primarily intended for radio broadcast. Entertainment Company shall not include an entity (I) principally engaged in the live performance of events, including, but not limited to, theatrical productions, concerts, circuses, and sporting events, (II) principally engaged in the production of content intended primarily for industrial, corporate or institutional end-users, (III) principally engaged in the production of fundraising films or programs, or (IV) engaged in the production of content for which

records are required under section 2257 of Title 18, United States Code, to be maintained with respect to any performer in such production.

Financial Services: “Financial services data centers or financial services customer back office operations” means operations that manage the data or accounts of existing customers or provide product or service information and support to customers of financial services companies, including banks, other lenders, securities and commodities brokers and dealers, investment banks, portfolio managers, trust offices, and insurance companies.

Life Sciences: means agricultural biotechnology, biogenetics, bioinformatics, biomedical engineering, biopharmaceuticals, academic medical centers, biotechnology, chemical synthesis, image analysis, marine biology, medical devices, medical nanotechnology, natural product pharmaceuticals, proteomics, regenerative medicine, RNA interference, stem cell research, medical and neurological clinical trials, health robotics and veterinary science.

Manufacturing: the process of working raw materials into products suitable for use or which gives new shapes, new quality or new combinations to matter which has already gone through some artificial process by the use of machinery, tools, appliances, or other similar equipment. "Manufacturing" does not include an operation that involves only the assembly of components, provided, however, the assembly of motor vehicles or other high value-added products shall be considered manufacturing.

Music Production: means the process of creating sound recordings of at least eight minutes, recorded in professional sound studios, intended for commercial release. Music Production does not include recording of live concerts, or recordings that are primarily spoken word or wildlife or nature sounds or produced for instructional use or advertising or promotional purposes.

Scientific Research and Development: conducting research and experimental development in the physical, engineering, and life sciences, including but not limited to agriculture, electronics, environmental, biology, botany, biotechnology, computers, chemistry, food, fisheries, forests, geology, health, mathematics, medicine, oceanography, pharmacy, physics, veterinary, and other allied subjects. For the purposes of this article, scientific research and development does not include medical or veterinary laboratory testing facilities.

Software Development: the creation of coded computer instructions and includes new media; the application of information technology to traditional communications outlets, particularly through interactive modes such as the Internet, including video games, web search portals, interactive web-based content, and interactive advertising.

SUCCESSFUL APPLICANT REQUIREMENTS: Because awards are offered as an incentive to undertake a project, the project should not begin, and expenses should not be incurred, before funding award notification. Expenses incurred prior to submission of a CFA should not be included in CFA project budgets.

Excelsior Jobs Program eligibility is based on the predominant activity of the proposed project. The Program is limited to projects making a substantial commitment to growth – either in employment or through investing significant capital in a New York facility.

The Job Growth Track comprises 75% of the Program and includes projects creating net new jobs in New York.

Targeted Activity	Minimum Job Creation Threshold
Agriculture	5
Back Office	25
Distribution	50
Entertainment Company	100

Financial Services	25
Life Sciences	5
Manufacturing	5
Music Production	5
Scientific R&D	5
Software Development	5

The Investment Track comprises 25% of the Program and includes projects with targeted activities that make significant new capital investments in a New York facility but cannot project the minimum job threshold. Applicants with manufacturing activities must retain at least 5 jobs; all other eligible activities must retain at least 25 jobs. Applicants admitted to the Program under the Investment Track must meet a benefit-cost threshold of at least \$10 of investment and new wages for every \$1 of tax credit.

INELIGIBLE ACTIVITIES: A not-for-profit business entity, a business entity whose primary function is the provision of services including personal services, business services, or the provision of utilities, a business entity engaged predominantly in the retail or entertainment industry, other than a business operating as an entertainment company as defined above or a business entity engaged in music production, and a business entity engaged in the generation or distribution of electricity, the distribution of natural gas, or the production of steam associated with the generation of electricity are not eligible to participate in the program.

SELECTION CRITERIA: In addition to the criteria noted below, ESD shall have the discretion to consider additional factors in determining the relative merits of projects.

- The overall economic impact that the project identified in the application will have on a region, including, but not limited to, the number and impact of any direct or indirect jobs that will be created;
- The number of new jobs created and/or at-risk jobs that will be retained;
- The amount of capital investment and the level of increased economic activity from the proposed capital investment;
- The likelihood that the project identified in the application would be located outside of New York State or would not occur in New York State but for the availability of state or local incentives
- Special consideration shall be given to projects supporting Regional Economic Development Council Opportunity Agenda priorities, Veterans' Related Projects and Downtown Revitalization Initiative projects.

AWARD CRITERIA DETAILS: Notice of a funding award will be given in the form of an incentive proposal outlining the terms of the proposed assistance, establishing a schedule of job and investment requirements and tax credit benefits. The award is subject to compliance with applicable laws and regulations. Project funding may only be used for expenses incurred after the date that notice of the funding award from the Commissioner of the NYS Department of Economic Development. Applicants are strongly encouraged to review and countersign ESD's incentive proposal prior to starting the project.

Each participant must submit a performance report annually demonstrating that the applicable job and investment requirements are achieved. A participant may receive benefits under the program based on interim milestones up to the limits established in the formal agreement.

ADDITIONAL RESOURCES: Program Contact: 518/292-5240
<http://esd.ny.gov/BusinessPrograms/Excelsior.html>

Strategic Planning and Feasibility Studies

Funding Available: Up to \$2 Million

DESCRIPTION

ESD's Urban and Community Development Program promotes economic development in the State of New York by encouraging economic and employment opportunities and stimulating development of communities and urban areas. Total program funding of up to \$2 million is available for working capital grants of up to \$100,000 each to support 1) strategic development plans for a city, county, or municipality or a significant part thereof and 2) feasibility studies for site(s) or facility(ies) assessment and planning. Projects should focus on economic development purposes, and preference shall be given to projects located in highly distressed communities. In addition, special consideration shall be given to projects supporting the Regional Economic Development Council Initiative, the Downtown Revitalization Initiative, and Strategic Community Investment projects. Each grant requires a minimum of 50% of total project costs in matching funds, which should include at least 10% of total project costs in the form of cash equity contributed by the Applicant organization. Funding will be awarded by the New York State Urban Development Corporation (d/b/a Empire State Development) at its discretion.

ELIGIBLE TYPES OF APPLICANTS:

- Cities
- Counties
- Municipalities
- Business Improvement Districts
- Local Development Corporations
- Not-for-profit Economic Development Organizations*

* If awarded funding, prior to ESD Directors' approval and execution of a contract with ESD, a not-for-profit corporation must be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau and the New York State Office of the State Comptroller's VendRep System and must be prequalified in the New York State Grants Gateway.

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT REQUIREMENTS:

Assistance is available in the following two categories:

- Preparation and development of strategic development plans for a city, county or municipality or a significant part thereof; and
- Studies, surveys or reports, and feasibility studies and preliminary planning studies to assess a particular site or sites or facility or facilities for any economic development purpose other than residential, though mixed-use facilities with a residential component are allowed.

INELIGIBLE ACTIVITIES: For Site Assessment and Site Planning grants:

- Residential development, although program funds may be used for a study involving a mixed-use project.

PRE-APPLICATION REQUIREMENTS: Applicants must complete and submit a Consolidated Funding Application (CFA) for review by ESD and the Regional Council for the region in which the proposed project is located.

SUCCESSFUL APPLICANT REQUIREMENTS: Because awards are offered as an incentive to undertake a project, the project should not begin, and expenses should not be incurred, before funding awards have been announced. Expenses incurred prior to submission of a CFA should not be included in CFA project budgets, nor should expenses that will be incurred after submission of a CFA but prior to an award announcement.

ESD requires that the Applicant contribute a minimum of ten percent (10%) of the total project cost in the form of equity contributed after the Applicant's acceptance of ESD's incentive proposal. Equity is defined as cash injected into the project by the Applicant or by investors, and should be auditable through the Applicant's financial statements or accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project or grants from a government source.

The Applicant must always disclose whether it is pursuing or intends to pursue multiple ESD funding sources, including grants, loans and tax incentives.

Projects should focus on economic development purposes, such as increasing viability of existing businesses, stimulating new enterprises, and analyzing potential development opportunities or obstacles to development.

Priority will be given to projects located in Highly Distressed Areas

In determining whether a project is in a highly distressed area, ESD considers whether the area is characterized by pervasive poverty, high unemployment, and general economic distress based on characteristics including but not limited to:

- a former Empire Zone (investment zone areas);
- a poverty rate of at least twenty percent, or if the area does not contain a census tract or tracts, a block numbering area, or a city, town, or village, a poverty rate of at least thirteen percent;
- an unemployment rate of at least 1.25 times the statewide unemployment rate;
- significant job loss from one employer or in a particular industry;
- the United States President declares the area a natural disaster area;
- closure or realignment of a defense or military base or facility;
- contraction or discontinuance of a State hospital or mental hygiene facility;
- population and employment decline, increase in unemployment and public assistance recipients, decline in real property values, decline in per capita income, abandoned property and deteriorated industrial, commercial, and residential properties, a decline in business establishments, obsolescence in plant capacity, loss of markets to foreign competition, the unavailability of expansion financing, poor access to markets, and other indicators of chronic and severe economic distress;
- potential to attract private investment that will employ unemployed or economically disadvantaged persons;
- substantial public and private commitments to a long-term economic revitalization program and the capacity to manage the program;
- a plan that states the area's needs, proposals for meeting such needs, the process for routine periodic evaluation of progress in implementing the plan and compilation of essential information for such evaluation;
- applicable land use laws or regulations allow the use of at least twenty-five percent of the area for commercial or industrial activity; and
- Twenty-five percent or more of the area is vacant, abandoned, or otherwise available for industrial or commercial development.

SELECTION CRITERIA: In addition to the criteria noted below, ESD shall have the discretion to consider additional factors in determining the relative merits of projects.

Vision and Regional Economic Development Strategies:

- The overall economic impact that the project identified in the application will have on a region;
- The project's ability to increase viability of existing businesses, stimulate new enterprises, and analyze potential development opportunities or obstacles to development;
- Whether the project will have a significant regional impact and/or is likely to increase the subject community's economic and social viability and vitality; and

- The degree of economic distress in the area where the applicant will locate the project identified in its application, including downtown revitalization and brownfield areas.

Public/Stakeholders:

- Whether the project has demonstrated support from local government and private sector leaders in the locality and the region where the project will be located; and
- The project's plans for promoting and sharing information, tools or processes related to and resulting from the planning or feasibility study.

Implementation:

- The clarity of the proposed work plan, including description of tasks undertaken by all involved entities and schedule for completion of each task.
- The degree of project readiness and likelihood of completion; and
- The degree to which the Applicant can provide actionable deliverables.

Leveraged Resources:

- The degree to which the project is leveraged with additional resources and funds, including a minimum of 50% of total project costs in matching funds, including at least 10% cash equity.
- The degree to which future funding sources are in place and the amount expected to be committed to implementing the recommendations from the plan or study.

Performance Measures:

- The Applicant's demonstrated organizational capacity and experience in completing strategic development plans, feasibility studies, site assessments, or similar plans or studies, or ability to acquire the expertise through a consultant or another entity;
- The estimated return on investment that the project identified in the application will provide to New York State;
- The project's consistency with existing local, county and regional plans such as a local or county master or comprehensive plan and the Regional Economic Development Council's Strategic Plan;
- For downtown areas, whether or not the project concerns the preservation of the architectural character of a building or neighborhood;
- Whether, where applicable, there are identified tenants or potential tenants for a prospective development project;
- The degree to which the project supports the principals of smart growth, energy-efficiency (including but not limited to, the reduction of greenhouse gas and emissions and the Leadership in Energy and Environmental Design [LEED] green building rating system for the project identified in its application), and sustainable development; and
- The degree to which the project identified in the application supports New York state minority and women business enterprises.

AWARD CRITERIA DETAILS:

- Notice of a funding award will be given in the form of an incentive proposal outlining the terms of the proposed assistance. The award is subject to approval of the ESD Directors and compliance with applicable laws and regulations. Project funding may only be used for expenses incurred after date that notice of the funding award is given. Applicants are strongly encouraged to review and countersign ESD's incentive proposal prior to starting the project.
- All Applicants will be requested to certify and agree that any decrease in the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, may result in ESD's reduction of the award, in ESD's sole discretion, in an amount proportionate to any such decrease.

- All Applicants will be requested to certify and agree that any expansion of the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, will not result in the increase of the award by ESD.
- Awarded grants are **not transferable** and reimbursement payments may only be made to the awardee.
- The essential terms for the assistance are included in the incentive proposal. Although funding is offered prior to project commencement as an inducement to undertake the project, funds are disbursed in arrears, as reimbursement for eligible project expenditures.
- Projects generally are presented to the ESD Directors once all project expenditures have been undertaken and disbursement of ESD assistance is sought.
- It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. If awarded, the Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary and terminate the project at any point if the applicant fails to provide such documentation in a timely manner.
- All required public approvals must be in place prior to the start of construction (should the project result in construction) and approval by the ESD Directors, including State Environmental Quality Review (SEQR) and consultation with the State Historic Preservation Office, if applicable.
- In 2014, the Service-Disabled Veteran-Owned Business Act was signed into law. The new law created the Division of Service-Disabled Veterans' Business Development in Office of General Services to certify, promote and encourage economic development among disabled veterans throughout the state. Project Applicants are urged to work with Service-Disabled Veteran-Owned Businesses (SDVOBs) and a directory can be found at <https://ogs.ny.gov/Veterans>.
- In accordance with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts by providing opportunities for MBE/WBE participation, projects awarded funding shall be reviewed by ESD's Office of Contractor and Supplier Diversity, which will set business and participation goals for minorities and women. Such goals shall typically be included in the incentive proposal.

Please note that ESD's agency-wide MWBE utilization goal is 30%. Each project will be assigned an individual contract-specific goal, which may be higher or lower than 30%. Should an Applicant receive a funding award, the Applicant shall be required to use good faith efforts to achieve the prescribed MWBE goals assigned to this project. Applicants must maintain such records and take such actions necessary to demonstrate such compliance.

- Following approval by the ESD Directors, the New York State Comptroller, and the New York State Attorney General, as required, the documents for disbursement of the grant award will be prepared by ESD. Notwithstanding the process outlined above, no project shall be funded if sufficient resources are not received by ESD for such project.
- If applicable, the Applicant will be obligated to pay for out-of-pocket expenses incurred by ESD in connection with the project, which may include, without limitation, expenses related to attorney fees, filing fees, and fees associated with other requirements deemed appropriate by ESD. There are no application fees.

ADDITIONAL RESOURCES: For more information, eligible Applicants should contact the local Empire State Development Regional Office. A complete list of the ESD Regional Offices can be found at <http://esd.ny.gov/RegionalOverviews.html>.

Market New York

Funding Available: Up to \$15 Million

Description

Market New York is a grant program established to strengthen tourism and attract visitors to New York State by promoting destinations, attractions and special events. Funding is available for tourism marketing initiatives, capital/construction projects and the recruitment and/or execution of special events, including meetings, conferences, conventions, festivals, agritourism/craft beverage events, athletic competitions and consumer and industry trade shows. The *Market New York* program and each funded proposal will work to support the long-term strategic plans for economic growth as put forth by the Regional Economic Development Councils (REDCs). For the 2021-2022 Fiscal Year, \$15 million is projected to be available through *Market New York*.

Funding is available for eligible projects that will create an economic impact by increasing tourism throughout the state. Grant funding will be allocated among the ten (10) REDC regions, based on each REDC's five-year strategic plan that sets out a comprehensive vision for economic development and specific strategies to implement that vision. REDC strategic plan information can be found at: <http://regionalcouncils.ny.gov/>.

There are two categories of funding available under *Market New York*, each with varying requirements. \$15 million is projected to be available for the following project categories:

- 1) **Regional Tourism Marketing (Working Capital) - \$7 million (projected);**
(only minimum grant requests of \$50,000 or more will be considered, not including grantee match); and
- 2) **Tourism Capital- \$8 million (projected);**
(only minimum grant requests of \$150,000 or more will be considered, not including grantee match).

*Applicants with projects that include both marketing and capital expenditures will need to meet the requirements and demonstrate separate matches for both funding tracks and clearly indicate this information in their CFA application. Also, select both capital and working capital in the CFA application when requested.

ESD reserves the rights to grant awards lower than the \$50,000 and/or \$150,000 minimum requested amounts based upon availability of funds available.

ELIGIBILITY REQUIREMENTS

Applicants must complete and submit a Consolidated Funding Application (CFA) which will be reviewed by Empire State Development (ESD) and the REDC. Projects that are statewide or multi-regional will be scored by the REDC where the project is mainly located headquartered, or by the REDC sponsoring the project.

Projects must clearly demonstrate in both the CFA application and the project plan that the project is tourism related. Projects that fail to establish a direct tourism impact will be determined ineligible and will not be scored.

Entities that may apply for funding include not-for-profit corporations, municipalities, Tourism Promotional Agencies (TPAs), public benefit corporations and for-profit companies. **Individuals, SUNY schools and NYS agencies are not eligible to apply for this grant.** Not-for-profit corporations are subject to New York State's Not-For-Profit Corporation Law and must have proof

of incorporation (or equivalent document) from the NYS Department of State or NYS Board of Regents, a charities registration number from the NYS Office of the Attorney General and proof of tax-exempt status under the IRS code.

Businesses must be certified in New York State. Business that operate in a state other than New York State are required to submit, as part of your application, a Certificate of Authority provided by New York State Department of State.

Note to Not-For-Profit Organizations:

Not-for-profit organizations who are successful in receiving grants must meet the following requirements prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement: 1) be prequalified in New York State Grants Gateway; 2) be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau; and 3) be registered and up-to-date with the New York State Office of the State Comptroller's VendRep System. It is strongly advised that all Not-For-Profit organizations register with Grants Gateway upon application.

ESD's Non-Discrimination & Contractor and Supplier Diversity Policies

In accordance with the requirements of Article 15-A of the New York State Executive Law: Participation by [certified] Minority Group Members and Women with Respect to State Contracts, projects awarded funding shall be reviewed by ESD's Office of Contractor and Supplier Diversity, which may set business and participation goals for minorities and women. Established goals for awarded projects will be designated in the Incentive Proposal.

Please note that ESD's agency-wide MWBE (Minority and Women Owned Business Enterprise) utilization goal is 30 percent (30%). Each project will be assigned an individual contract-specific goal, which may be **higher or lower than 30 percent (30%)**. Should an applicant receive a funding award, the applicant shall be required to use good faith efforts to achieve the prescribed MWBE goals assigned to this project.

Applicants must maintain records and take the necessary actions to demonstrate such compliance, which includes, but is not limited to updating compliance and utilization records in the New York State Contract System. Failure to comply with MWBE requirements may result in award reductions.

In 2014, the Service-Disabled Veteran-Owned Business Act was signed into law. The new law created the Division of Service-Disabled Veterans' Business Development in Office of General Services to certify, promote and encourage economic development among disabled veterans throughout the state. Project Applicants are urged to work with Service-Disabled Veteran-Owned Businesses (SDVOBs) and a directory can be found at <https://ogs.ny.gov/Veterans>.

SIGNIFICANT STATEWIDE PROGRAMS

Proposed projects that are part of the following initiatives will be looked upon favorably:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Improving Access to Child Care

Despite record investments in child care, many New Yorkers still struggle to access high quality child care. This issue forces families to choose between quality child care and employment or places families in the position to use unlicensed child care providers. Applicants should provide any information about their project that works to improve access to child care.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues.

SIGNIFICANT TOURISM INITIATIVES

Proposed tourism projects that focus on one of the following components will be looked upon favorably:

COVID Impacted Tourism Projects, Events and Businesses

Tourism industry businesses, attractions and organization who have been directly impacted by event cancellations, venue closures and other economic hardships due to the coronavirus.

Projects that market/promote/showcase, on at least a regional basis, New York State's:

- Unique, world-class destinations and unique special events;
- Broad array of available activities; and /or
- Strength in creating family memories through activities including but not limited to outdoor recreation, historic sites and museums, food and drink, festivals and the performing arts.

FUNDING CATEGORY INFORMATION

I. Regional Tourism Marketing (Working Capital)

Up to \$7 million

Only minimum requests of \$50,000 or more will be considered, not including the grantee match. Any grant requests under \$50,000 will be found ineligible and will not be scored.

Applications will be accepted for projects that *Market New York State* regional tourism destinations or attractions. Applicants must demonstrate how the tourism marketing project will promote and forward the tourism goals of the corresponding REDC's strategic plan, in addition to increased visitation or increase spending per visitor.

Successful tourism marketing projects will also complement the goals and strategies of I LOVE NY, namely to make New York State the destination of choice for families looking to create meaningful memories and those elements highlighted above in ***Significant Tourism Initiatives***. Special measurement criteria include: increases in room nights, visitor frequency, visitor spending and length of stay. New York State will employ strategies to achieve these goals including television, digital, out-of-home and other advertising, activations at live events, international marketing, public relations efforts, social media engagement and other initiatives.

*Projects developed collaboratively between businesses and tourism promotion agencies (TPA) will be looked upon favorably.

*Please note that it is strongly suggested that applicants include a **project plan** outlining the specifics of the project, the budget and specifically how the grant funds and the grantee equity will be used as well as any other information that the applicant would like to share with the scoring teams. It is also strongly advised that applicants provide information that clearly and specifically addresses the Scoring Criteria listed later in these guidelines. The budget in the project plan should reflect the same total project costs indicated in the budget section of the CFA application.*

Eligible Expenses

Eligible costs that may be covered by a grant include direct costs incurred, by the Grantee only, for the development and delivery of a regionally-based tourism marketing project and must not include organizational costs that would have otherwise been incurred by the applicant (e.g. finance, office related and/ or operational costs).

In general, eligible tourism marketing costs include, but are not limited to, the following:

- purchase of recognized media advertising;
- production costs of print collateral and/or audio/visual;
- licensing/talent fees to ensure ownership of finished product;
- website design/updates;
- fees paid to artists, musicians, performers, special guests & speakers;
- rental of event amenities (e.g. chairs, tents, tables, staging, lighting, fencing, etc.);
- consultation/vendor events services (e.g. security, AV, sound, lighting crews, etc.);
- site expenses & services (e.g. convention center fees, security, shuttle buses, etc.);
- event producer or other consultant costs;
- supplies and materials as approved by ESD;
- administrative costs up to a maximum of 10 percent (10%) of the total project cost as approved by ESD (administrative costs are defined as- staff costs to execute the project/grant program only and must be demonstrated at the time that reimbursement is requested through payroll journals, cashed payroll checks and other sources deemed appropriate by ESD. These costs are not meant to include any general overhead costs of everyday business);
 - Note administrative costs will be eligible toward the grantee's match only and not reimbursed by grant funds; and
- other costs deemed reasonable by ESD.

Ineligible Expenses

Ineligible expenses include, but are not limited to, the following:

- food and / or beverages for consumption, including alcoholic beverages (these costs can be used towards the grantee match ONLY);
- loan, finance, interest and/or tax fees;
- mini-grants or reallocation of funds to other organizations (other than approved subcontractors for the project);
- legal fees, insurance/liability insurances and / or membership fees;
- in-kind, donated, volunteer services (not reimbursable nor can they be used toward the match); any costs incurred for events held outside New York State;
- wayfinding signage;
- fireworks (these costs can be used towards the grantee match ONLY) competition prizes, prize money and monies paid to participants;
- salaries, wages and / or staff time (outside of the 10% administrative cost);

- fringe benefits (such as health insurance, retirement benefits and other non -mandated benefits);
- expenses reimbursed from any other source or agency;
- capital expenditures (e.g. equipment, hardware, vehicles, computers, etc.). For these purposes, "capital expenditures" are defined as: funds spent to acquire/upgrade physical non-consumable fixed assets in order to maintain or increase the scope of operations. (e.g. property, renovations/upgrades, building construction, long term assets, etc.);
- permanent wayfinding signage (signage produced to be placed on city, county, state roads);
- training;
- operational/overhead expenditures (e.g. rent, utilities, office supplies, etc.); and
- other expenses deemed ineligible by ESD.

Note that travel costs (transportation, lodging, mileage, etc.) as well as Administrative Costs (up to 10% of the Total Project Cost), as approved by the Division of Tourism, will be eligible toward the grantee's match only and not reimbursed by grant funds;

Required Match

25% of Total Project Cost

ESD generally seeks to provide no more than seventy-five percent (75%) of the financing for Regional Tourism Marketing projects. **An actual cash match of at least 25% of the total project cost is required.** In-kind matches and/or staff time are not eligible for the match requirement. Additionally, funds from any other state agency (including I LOVE NY Matching Funds and the ESD Fund) are ineligible to be used for the match. All expenditures, including the matched expenses, are required to be demonstrated that they were expended from the grantee's account(s). If working with a partner, the partner will need to transfer any cash match into the grantee's account(s). Match Example: the minimum request of \$50,000 (75%) would require a match of \$16,667 (25%) or more, for a total project cost of \$66,667 or more.

Another example: if your total project cost is \$200,000 you can apply for 75%, which would be \$150,000 grant request, and a required match of \$50,000 (25%) would need to be demonstrated.

Payment Process

The grantee will receive an Award Letter after the grants have been announced. The grantee will be required to submit a final budget to the department upon being awarded, even if the budget hasn't changed from the CFA. After that time, the grantee will then receive an Award Confirmation Letter outlining the requirements of the grant program, what is expected of the grantee if they choose to accept the grant, and authorizing spending against the grant. The project will then be brought before the ESD Board of Directors for approval. If approval is received, the grantee will be required to enter into a contract (Grant Disbursement Agreement/GDA) with ESD, which will be sent to the grantee after Board approval.

ESD will pay the grantee on a **reimbursement basis**, no more frequently than quarterly, up to 75% of the total eligible costs that are supported by invoices, paid receipts and other documentation as required. (This means that the Grantee will need to show a minimum of 25% of their match for each reimbursement request. Reimbursement forms and requirements will be included in the GDA.) No financial payment of the grant will be made upfront. **The grantee should be prepared to subsidize the project for a term of up to 6 months or more.**

Expenses incurred prior to the award of a CFA grant can not be included in CFA project budgets. Additionally, expenses incurred after submission of a CFA but **prior** to an award announcement are not eligible for reimbursement.

All Regional Tourism Marketing Projects are required to complete projects within two years of the date of the award letter.

Please note: awarded grants are not transferable and project expenditures (grant and match) must be shown to have been expended from the Grantee's accounts.

Fees

There are no fees associated with the Regional Tourism Marketing funding track.

Reporting

All projects will require that a "Project Performance Measure" report and a final report be completed before a final reimbursement will be made. Requests for reimbursement will be outlined with successful awardees in the GDA, and may be submitted no more frequently than quarterly, up to 75% of the total eligible costs. Reimbursements are eligible for request after the successful grantee has a signed/approved grant disbursement agreement (GDA). Please note all MWBE and SDVOB requirements must be in compliance and Grants Gateway accounts in pre-qualified status for non-profit organizations, in order for payments to be processed.

II. Regional Tourism Capital

Up to \$8 million

(only minimum requests of \$150,000 or more will be considered)

Any grant requests under \$150,000 will be found ineligible and will not be scored.

Applications will be accepted for projects that include plans to expand, construct, restore or renovate New York State tourism destinations and attractions. Applicants must demonstrate how the tourism capital project will work to promote and forward the tourism goals of the corresponding REDC's strategic plan, in addition to increased visitation and visitor spending.

Successful tourism marketing projects will also complement the goals and strategies of I LOVE NY, namely, to make New York State the destination of choice for families looking to create meaningful memories and those elements highlighted in ***Significant Tourism Initiatives***. Special measurement criteria include increases in room nights, visitor frequency, visitor spending and length of stay. New York State will employ strategies to achieve these goals including television, digital, out-of-home and other advertising, activations at live events, international marketing, public relations efforts, social media engagement and other initiatives.

*Projects developed collaboratively between businesses and tourism promotion agencies (TPA) will be looked upon favorably.

Projects that include a hotel (with more than 15 employees) as a principal function and/or a convention center are required to demonstrate compliance with Section 2879-b of Public Authorities Law regarding labor peace.

*Please note that it is **strongly suggested that applicants include a project plan** outlining the specifics of the project, the budget and specifically how the grant funds and the grantee equity will be used and any other information that the applicant would like to share with the scoring teams. It is also strongly advised that applicants provide information that clearly and specifically addresses the Scoring Criteria listed later in these guidelines. Additionally, the project plan budget should reflect the same expenditures costs and total project costs indicated in the CFA application budget section.*

Eligible Expenses

Eligible projects costs should be associated with the construction of a new tourism destination/attraction or adding on to and/or restoring an existing tourism destination/attraction, and/or with permanent structures or other infrastructure associated with a special event.

In general, eligible tourism capital costs include, but are not limited to, the following:

- acquisition or leasing of land, buildings, machinery and / or equipment;
- pre-development costs;
- remediation costs;
- improve accessibility services;
- purchase of equipment and/or event amenities (ex. permanent staging, fixed assets, etc.)
- acquisition of an existing business and/or assets; and
- new construction, renovation or leasehold improvements.
- Administration- administrative costs up to a maximum of 10 percent (10%) of the total project cost as approved by ESD (administrative costs are defined as- staff costs to execute the project/grant program only and must be demonstrated at the time that reimbursement is requested through payroll journals, cashed payroll checks and other sources deemed appropriate by ESD. These costs are not meant to include any general overhead costs of everyday business);

Ineligible Expenses

Ineligible expenses include, but are not limited to, the following:

- developer fees;
- training;
- recapitalization/refinancing;
- expenses reimbursed from any other source or agency;
- food and/or beverages for consumption, including alcoholic beverages;
- legal fees, insurance/liability insurances and / or membership fees;
- mini-grants or reallocation to other organizations (other than approved subcontractors for the overall project);
- loan, finance, interest and/or tax fees; any costs incurred for capital event costs held outside New York State;
- competition prizes, prize money and monies paid to participants;
- in-kind, donated, volunteer services (not reimbursable nor can they be used toward the match);
- fringe benefits (such as health insurance, retirement benefits and other non-mandated benefits);
- wayfinding signage (signage produced to be placed on city, county, state roads);
- operational/overhead expenditures (e.g. rent, utilities, etc.);
- residential development, although program funds may be used for the commercial component of a mixed-use project; and
- other expenses deemed ineligible by ESD.

Note: Expenses incurred prior to submission of a CFA may not be included in CFA project budgets; anticipated expenses that might be incurred after submission of a CFA but prior to an award announcement will not be reimbursed.

Required Match

80% Match Required

ESD generally seeks to provide no more than twenty percent (20%) of the financing for Tourism Capital projects. **An actual cash match of 80% of the Total Project Cost is required.** In-kind matches and/or staff time is not eligible for the match requirement. Funds from any other state agency (including, but not limited to I LOVE NY Matching Funds and the ESD Grant Fund) are ineligible to be used for the match. Match Example: Match Example: the minimum request of \$150,000 (20%) grant would require a match of \$600,000 (80%) or more, for a total project cost of \$750,000. Another example: if your total project cost is \$1,000,000 you can apply for 20% which would be a \$200,000 grant request, and a required match of at least \$800,000 would need to be demonstrated.

Payment Process

The grantee will receive an Award Letter after the grants have been announced. After that time, the grantee will receive an Incentive Proposal outlining the requirements of the grant program and what is expected of the grantee if they choose to accept the grant. The grantee will then alert their ESD project manager when their capital project is approximately one (1) month from completion. The project will then be brought before the ESD Board of Directors for approval. If approval is received, the project will be set up (by ESD) for a public hearing. The grantee will be invoiced for these associated fees. The project will then be presented for approval to the Public Authorities Control Board (PACB). If approved, the grantee will be required to enter into a contract (Grant Disbursement Agreement/GDA) with ESD, which will be sent to the grantee after Board approval.

ESD will pay the grantee on a **reimbursement basis**, up to the total award amount, and disbursed in a lump sum upon project completion as evidenced by attainment of a certificate of occupancy and/or other documentation verifying project completion as ESD may require, and receipt of documentation verifying project expenditures for the total project cost being expended from the Grantee's accounts only. No financial payment of the grant will be made upfront. Grant funds are not transferable.

Because awards are offered as an incentive to undertake a project, the project should not begin, and expenses cannot be incurred, before funding awards have been announced. Expenses incurred prior to submission of a CFA may not be included in CFA project budgets nor should expenses be incurred after submission of a CFA but prior to an award announcement.

Please note: awarded grants are not transferable and project expenditures (grant and match) must be shown to have been expended from the grantee's account(s).

Fees

The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned and a 1% (of the awarded grant) commitment fee, due after ESD Directors' approval and at the time a Grant Disbursement Agreement is executed. In addition, the recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees and other requirements deemed appropriate by ESD.

Reporting

All projects will require that a "Project Performance Measure" report and a final report, be completed before a final reimbursement will be made. Requirements for such reports/requests will be outlined in the GDA with successful awardees. Reimbursements may be eligible for request after the successful grantee has a signed and approved grant disbursement agreement (GDA). Please note all Grants Gateway accounts (for non-profit organizations) and MWBE compliance must be up to date in order for payments to be processed.

*****FOR ALL APPLICANTS WHO APPLY FOR FUNDS UNDER EITHER REGIONAL TOURISM MARKETING OR CAPITAL FUNDING SOURCES:**

- Awarded grants are not transferable.
- All project expenditures (grant and match) must be demonstrated to have been expended from Grantees accounts.
- Expenditures made by partners and/or consultants are not eligible unless the grantee can demonstrate that the partner and/or consultant was directly reimbursed by the grantee for the expenses and/or services rendered.
- Reimbursement payments may only be made to the awardee (other than approved subcontractors for the overall project).
- Mini-grants and/or reallocation of funds to other organization will not be eligible to apply.
- Any use of the I LOVE NY logo as part of the funded project must conform to ESD guidelines and be approved in advance by ESD; non-compliance may result in a reduction and/or termination of an award.
- In the event that I LOVE NY / NYS Division of Tourism would choose to record video footage related to the project or grantee for state tourism purposes, have a tourism promotion presence at public events related to the project or put on by the grantee, and/or distribute I LOVE NY marketing materials at sites controlled by the grantee, no further money would be exchanged for these purposes, including but not limited to rights and space fee(s).
- If the information in the application regarding a project match fails to show any demonstrated “match” for the program, the overall project may be deemed ineligible.
- Applicants must demonstrate how *Market New York* funding for these expenses will be used to support the desired outcome of their enhancement project, and how these expenses are expected to stimulate increased visitation and spending in the corresponding region of New York State.
- Being awarded a grant does not imply automatic approval of elements in the submitted marketing plan if they do not comply with local/state/federal laws and/or regulations, including the requirements of the *Market New York* grant program itself.
- *Market New York* grants are meant to initiate new projects and/or provide support to expand a project beyond what an organization can do on its own. Therefore, projects that have been funded in three (3) consecutive rounds may be deemed ineligible. It is also likely that funding for multi-year or ongoing projects will decrease for each year after the first year of funding in order to facilitate self-sufficiency of these tourism projects
- All grantees are fully responsible for being aware of any taxes required to be paid as a part of accepting an awarded grant. Empire State Development is not able to advise on your tax reporting status.
- All projects will require that a Project Performance Measure report (included in the Grant Disbursement Agreement-Exhibit B), a final report, be completed before a final reimbursement will be made.
- Any changes of an awarded project budget (including the match) over 10% or \$1,000, whichever is greater, and/or major changes to the scope of the project may cause a reduction of award amount or termination of your awarded grant.
- Regional Tourism Marketing projects requests must be for \$50,000 or more, projects below this minimum request will be deemed ineligible.
- Regional Tourism Capital projects requests must be for \$150,000 or more, projects below this minimum request will be deemed ineligible
- Both working capital/capital projects will be required to meet all applicable insurance requirements; Applicants selected to receive an award of less than \$10,000 will first be

required to negotiate the budget and work plan with the DEC OCC program manager and supply insurance information as described below under Insurance Requirements.

- **Insurance Requirements**
 - Grantees will be required to carry appropriate insurance as specified in Attachment A-1 Program Specific Terms and Conditions and to agree that each project consultant, project contract, and project subcontractor secures and delivers to the Grantee appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. Policies held by the grantee must name the State of New York and the NYS Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-1030 as an additional insured and certificate holder, with appropriate limits, covering Grantee's public liability and property damage insurance, Grantee's contingency liability insurance, "all-risk" insurance, workers' compensation, and disability coverage for the project. Additional insurance or insurance riders may be requested by the Department based on the project work plan.
- Satisfactory progress includes, but is not limited to, timely submission of all necessary documents needed for contract execution, such as, required proofs of insurance, and an M/WBE Utilization Plan.

MARKET NEW YORK SELECTION CRITERIA

(Applies to both Regional Tourism Marketing and Capital projects)

ESD will establish an internal technical review committee that will score each eligible application (applications determined to be ineligible will not be scored). Accepted applications will be reviewed by applying the review criteria described below. Reviewers' final scores will be combined to provide a *final average score* for each Proposal.

An Executive Review Team may then also consider additional or subsequent information pertaining to the Proposals that may not have been available for the reviewers to consider and award up to thirty points to each proposal.

Applications will be scored, by the internal technical review team, upon the following criteria and combined with **up to 20 points** to be scored by the REDC.

I.ESD TECHNICAL REVIEW [50 Points Total]

INCREASED TOURISM IMPACT [up to 15 Points]

How well does the project plan demonstrate:

- evidence that the project will increase tourism to and within New York State;
- that the theme and/or scope of this project will support the REDC strategic plan for the affected region(s);
- the project's overall positive economic impact on the region(s);
- if the project relates to one attraction/destination, how the project will economically benefit the region(s).

I LOVE NEW YORK ALIGNMENT [up to 15 Points]

How well does the project plan demonstrate that the proposed project aligns with the goals and strategies of I LOVE NY, increasing the perception and consideration of New York State as a travel destination, increasing visitation and creating a positive economic impact.

For example, how well does the project market/promote/showcase, on at least a regional basis, New York State's:

- Unique, world-class destinations;
- Broad array of available activities; and /or
- Strength in creating family memories through activities including but not limited to outdoor recreation, historic sites and museums, food and drink, festivals and the performing arts.

Additional consideration in this category will be given for:

- Information demonstrating project partnerships, such as how the applicant will collaborate with regional partners on the project, particularly with TPAs; and/or
- Applicants who demonstrate that the project is a part of, or will potentially further a Downtown Revitalization and/or a Strategic Community Investment projects, and/or demonstrates how the project will improve access to child care, and/or demonstrate how the potential project actively works to address Environmental Justice.

BUDGET [up to 10 points]

How well does the project budget demonstrate:

- how the ESD reimbursed funds will be specifically spent;
- how the Grantees Match will be specifically spent;
- an overall clear budget in which all financial figures match throughout the application and project plan.

PROJECT TIMELINE & PERFORMANCE MEASURES/METRICS [up to 5 points]

How well does the project plan demonstrates:

- a timeline for individual project steps;
- performance measures/metrics to quantify the ROI and demonstrate the economic impact.

GRANT MATCH REQUIREMENT [up to 5 points]

How well does the project plan/budget evidence the necessary minimum cash match for total project costs (+ 25% for Region Tourism Marketing projects and/or+ 80% for Capital Tourism projects and projects with any capital components) with information like:

- letter(s) from partners confirming financial support/sponsorship;
- a letter from the grantee committing a specific amount of actual cash to the project;
- or
- a letter from a bank showing a bank loan committed to the project, etc.

*Additional consideration will be given for applications demonstrating additional funding for the proposal outside of the minimum required.

II. ESD EXECUTIVE REVIEW [30 Points Total]

ESD will consider additional factors pertaining to the Proposals, as part of the Executive Review that may not have been available for the reviewers to consider and award **up to 30 points** to each proposal. This review will take into account such factors as:

- Alignment with the mission of the Division of Tourism;
- Past Market New York compliance and contractual history;
- Geographic/regional distribution of projects awarded through the current round of Market New York funding;
- And other mitigating factors as determined by ESD.

Requested award amounts may be reduced for proposals out of proportion to the overall amount of funding available in the current round of Market New York grants.

III. REGIONAL COUNCIL SCORE [20 Points Total]

Regional Economic Development Council scoring teams will score projects from their region up to a maximum of 20 points.

TOTAL POSSIBLE SCORE FOR PROPOSAL – [100 Points Total]

MORE INFORMATION/ASSITANCE

For more information please contact the New York State Division of Tourism staff at RegionalTourism@esd.ny.gov.

New York State Business Incubator and Innovation Hot Spot Support Program

Funding Available: Up to \$12.5 Million

DESCRIPTION

The New York State Business Incubator and Innovation Hot Spots Support Program were enacted initially as part of the 2013-14 State Budget and will provide significant continued financial support for business incubators in the state. This underscores the importance of business incubation and technology transfer to the Governor's overall economic development strategy.

Business incubation is the process of accelerating the development of entrepreneurial companies through a structured array of business support resources and services targeted to the needs of start-up companies. The business incubator is the entity responsible for organizing and managing these support services.

Empire State Development (ESD) is administering the competitive process for the designation of New York State Business Incubators and New York State Innovation Hot Spots. Applications will be received and reviewed through the Consolidated Funding Application (CFA) process by both the Regional Councils and ESD.

In this competition, ESD anticipates making ten NYS Business Incubator designations and five Innovation Hot Spot designations. ESD anticipates that one Innovation Hot Spot will be designated in each of the following economic development regions: Western NY, the Finger Lakes, the Southern Tier, Central NY, and the North Country.

Awardees will receive operating funds from ESD to expand and create services. Designation as an Innovation Hot Spot brings significant state income and sales tax benefits for the start-up companies within the Hot Spot, for a period of five years. These benefits include:

- Being subject only to fixed dollar minimum tax or able to deduct income attributable to operations as part of Hot Spot; and
- Receiving credit or refund for sales tax on related goods and services.

The goal of the program is to improve the quantity and quality of incubator services provided to young companies, thereby enabling these businesses to successfully transition from start-up phase to larger scale commercialization of their products and services. This was one of the strategies laid out by Governor Cuomo more effectively harness our innovation assets and better serve inventors and entrepreneurs. Importantly, this program will provide ESD with valuable information on the companies which are at the early stage of entry into the state's innovation pipeline. ESD will seek to connect these companies with other state programs, such as the NY Innovation Venture Capital Fund and state-funded research assets, to better serve the growth needs of young companies.

ELIGIBILITY

An entity wishing to be designated as a designated NYS Business Incubator must currently be providing a business incubation program which has been in existence for three or more years. Applicants must provide a strategic plan for their incubator and demonstrate that their services align with industry best practices. Applicants must demonstrate how this funding will enable and/or expand services they provide to their tenant clients and demonstrate a

2:1 match of state funds. Applicants are strongly encouraged to demonstrate regional partnerships with incubators or organizations assisting entrepreneurs and early stage companies. Applicants should demonstrate a track record of transitioning academic research to the marketplace.

Any entity seeking designation as a New York State Innovation Hot Spot must meet the requirements of a NYS Business Incubator and must demonstrate a strong affiliation with one or more colleges, universities or independent research institutions by providing a Memorandum of Understanding (MOU) describing such affiliation. Applicants are strongly encouraged to demonstrate regional partnerships with incubators or organizations assisting entrepreneurs and early stage companies. Applicants should demonstrate a track record of transitioning academic research to the marketplace. Only applicants within the New York State economic development regions of Western New York, Southern Tier, Finger Lakes, Central New York, and North Country will be eligible for a New York Innovation Hot Spot Designation in this round.

FUNDING

Successful applicants will be awarded operating grants to expand the services and programs provided to start-up companies served by the incubator.

Up to \$125,000 will be provided annually for five years to entities designated as a New York State Business Incubator. Ten awards are anticipated in this category funding.

Up to \$250,000 will be provided annually for five years to entities designated as a New York State Innovation Hot Spot. Five awards are anticipated in this category for CFA funding.

Successful Applicant Requirements

Entities seeking designation as New York State Business Incubator will be required to:

- Be a not-for-profit organization located in New York State;
- Have operated an incubator for three or more years;
- Have a demonstrated link to regional sources of innovation and expertise;
- Commit to financially and programmatically maintain the incubator for five years from date of designation;
- Commit to best practices of incubation;
- Provide a strategic plan that describes how it intends to positively impact the regional entrepreneurial environment;
- Detail the process it uses to accelerate the development and commercialization of its clients products and services;
- Expand scope of services or provide new services;
- Provide a two-to-one match¹ of the grant funds it receives for the operation of the incubator;
- Submit data as required by ESD on the operations and performance of the incubator including a list of business enterprises currently being served by the incubator.

¹ At least 50% of the match must be cash

SELECTION CRITERIA

The CFA application will be scored by its respective Regional Council. In addition to review and evaluation by the Regional Councils, applications will be reviewed and scored by ESD. The programmatic goal of this solicitation is to have applicants (not-for-profits) focus on services related to one or more industry verticals instead of general business development services. This program is intended to expand, enhance, and improve existing programs and services offered by the entity.

Applications will be evaluated and judged using the following criteria:

- The additional resources which will be leveraged by state grant assistance
- The number of clients served
- Demonstrated success in graduating clients from the incubator
- Alignment with regional strategies, priorities, assets and opportunities
- Type and quality of services provided
- How well the services and programs offered by the incubator conforms to best practices
- Effectiveness in accelerating the growth of start-up companies
- The financial and programmatic support of the institution or communities it serves
- Commitment and support of the business sector
- Demonstrated commitment to growing the entrepreneurial and innovation network

SCORING

Applications will be scored using the following methodology:

- 1). Alignment with Regional Strategy and Priorities scored by the Regional Economic Development Council (REDC) (20 percent)
- 2). Incubation Effectiveness (20 percent)
 - What is the track record of the incubator in accelerating growth of start-ups?
 - Increased jobs, investment, and other metrics determining successful incubation and effectiveness.
 - Graduation rates and illustrative examples
- 3). Expansion of Services (15 percent)
 - What new or expanded programs or services will be provided to start-up companies within the region as are result of the grant funding?
 - Does this application involve a partnership with other incubators, Regional Innovation Hot Spot, or other innovation resources?
- 4). Financial Soundness and Sustainability (20 percent)
 - Does the applicant's operating budget demonstrate financial soundness and strength?
- 5). Regional Incubator Leadership Assistance (15 percent)
 - How does the applicant propose to assist in the growth of the region's entrepreneurial and innovation network?
- 6). Alignment to one or more Significant Statewide Programs (10 percent)

Proposed projects that are part of the following initiatives will be looked upon favorably:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues.

PERFORMANCE MEASUREMENTS

New York State Business Incubators will be required to provide bi-annual performance reports documenting their success in assisting companies to transition from their start-up stage to commercialization of products and services. These reports will include a list of every business served by the Business Incubator and the progress that has been made in growing these companies. These metrics as well as other documentation will be required to receive funds on a reimbursement basis from the state.

New York State Homes and Community Renewal

Community Development Block Grant Program

Funding Available: Up to \$20 million

Description:

The Community Development Block Grant (CDBG) Program is a federally funded program authorized by Title I of the Housing and Community Development Act of 1974. The CDBG Program is administered by the Office of Community Renewal (OCR) under the direction of the Housing Trust Fund Corporation (HTFC). For 2021, the OCR may make up to \$20 million available.

NYS CDBG funds provide communities and counties in New York State with an opportunity to undertake activities that focus on community development needs such as creating or expanding job opportunities, providing safe affordable housing, and/or addressing local public infrastructure and public facilities issues. The primary statutory objective of the CDBG program is to develop viable communities by providing decent housing and a suitable living environment by expanding economic opportunities, principally for persons of low and moderate income. The state must ensure that no less than 70% of its CDBG funds are used for activities that benefit low- and moderate-income persons. A low- and moderate-income person is defined as being a member of a household whose income is less than 80% of the area median income for the household size. A principal benefit to low- and moderate-income persons requires at least 51% of the project beneficiaries to qualify as low- and moderate-income.

Eligible Activities / Program Benefit Requirements:

NYS CDBG applicants must address and resolve a specific community or economic development need within one of the following areas: (1) Public Infrastructure (2) Public Facilities (3) Community Planning.

1) Public Infrastructure

The NYS CDBG Public Infrastructure program consists of two funding activities: drinking water/clean water/stormwater and public works. Eligible projects for NYS CDBG Public Infrastructure may include the repair or replacement of existing systems, construction of new systems, or expansion of existing systems into areas previously unserved that are in compliance with the NYS Smart Growth Public Infrastructure Act (Chapter 433 of the Laws of 2010) and principally benefit low- and moderate-income persons. Under the Public Infrastructure category, the benefit to low- and moderate-income persons is most commonly achieved through an area benefit. For more information regarding National Objective Compliance, refer to the <https://hcr.ny.gov/community-development-block-grant#funding-round-materials> located on the OCR website.

The drinking water/clean water/stormwater activity includes, but is not limited to, water source development, storage, and distribution; sanitary sewage collection and treatment; flood control and storm water drainage. These types of projects *may* also include ancillary public works components such as sidewalks, streets, parking, open space, and publicly owned utilities. Note that ancillary activities, such as homeowner service lateral replacement, should not exceed 10% of the grant amount without formal approval from OCR.

The Public Works activity consists of, but is not limited to, standalone public works components such as streets, parking, open space, and publicly owned utilities. Public works activities should be creatively designed to leverage the availability of other Consolidated Funding Application (CFA) funding sources to the greatest extent possible.

Funding for standalone residential water and sewer lateral connections is not available as part of the CFA. These types of applications may be available separately as part of HCR's Housing Funding Category, which may be announced later this year. For more information please <https://hcr.ny.gov/funding-opportunities> .

OCR may consider certain eligible pre-award costs for water or sewer/stormwater projects only, which may include pre-development costs necessary to complete the environmental review process required for all CDBG projects under the National Environmental Policy Act (NEPA). This will encourage projects that are more "shovel-ready" upon award. These expenses may include, but are not limited to:

- Engineering or design work needed to obtain approval from state or federal agencies
- Administrative costs incurred consulting with state and federal agencies
- Permitting activities needed to complete the Environmental Review Record (ERR) and/or Request for Release of Funds (RROF). This includes addressing State Environmental Quality Review Act (SEQRA) process requirements as applicable

Pre-development costs incurred up to 12 months prior to grant award may be eligible for reimbursement. Eligible costs must still meet all CDBG rules and regulations including federal procurement and civil rights requirements and must be in compliance with 2CFR 200. **Applicants are strongly urged to contact OCR prior to considering incorporating pre-award costs into the project budget to ensure that those costs are eligible.**

2) **Public Facilities**

The NYS CDBG Public Facility program activities include, but are not limited to, structures to house or serve special-needs populations; senior services; child care centers; removal of architectural barriers for the disabled (installing lifts, automatic doors, ramps, etc.); sidewalks; and multi-purpose buildings housing several qualifying activities where benefits are provided principally to low-and moderate-income persons. Removal of architectural barriers is not eligible in new construction. Under the Public Facilities category, the benefit to low- and moderate-income persons is achieved most commonly through a presumed benefit, which is applicable for seniors, the severely disabled, or abused children. National Objective compliance for public facilities can also be met through the Low/Mod Area (LMA) benefit. For more information regarding National Objective Compliance, refer to the OCR website at <https://hcr.ny.gov/community-development-block-grant#funding-round-materials>.

NYS CDBG funds can be used for construction or renovation of facilities, but cannot be used to cover the day-to-day operational costs of an assisted facility, nor can funds be used for buildings that are primarily for the general conduct of government business (e.g. town halls), however, the removal of architectural barriers in a building for the general conduct of government may be eligible. Any public facility funded with NYS CDBG funds must be maintained in the same capacity as funded for a period of five (5) years after the project is formally closed out by OCR. OCR reserves the right to monitor the use of such facilities during the five (5) year period to substantiate compliance.

3) **Community Planning**

The NYS CDBG Planning program consists of two activities: Community Needs Assessments and Preliminary Engineering Reports. Any planning proposal must address an activity which, if implemented, meets at least one of two national objectives under the CDBG program. That is, it must be shown that either 1) at least 51% of the persons who would benefit from implementation of the plan are low- and moderate- income persons, or 2) the plan addresses a slum or blighted area in the community.

The Community Needs Assessment activity must be used by eligible applicants to identify the assets of a community and determine potential concerns that it faces. The needs assessment analysis may focus on one or more of the following: 1) Public Infrastructure, 2) Public Facilities and/or 3) Economic Development.

Eligible planning activities for Public Infrastructure include assisting eligible applicants to develop preliminary engineering reports for a municipality's drinking water, clean water and/or stormwater needs. The goal of this infrastructure planning grant is to help initiate a planning process that will result in follow-up implementation plans to address these critical infrastructure needs.

Eligible planning activities for Public Facilities includes, but is not limited to Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, energy conservation plans, building studies, and asset management plans. Comprehensive Plans, Strategic Plans, and Master Plans are not eligible for funding under this round of the CFA.

Market studies and feasibility studies are eligible planning activities for determining economic development needs if performed on behalf of the grant recipient to determine the market for some type of facility or business. Market studies and feasibility studies performed on behalf of a particular business are **not** eligible planning activities. For example, studying the need for a new hotel downtown would be eligible for planning assistance but conducting a study of a specific proposed hotel project would not be eligible for planning assistance.

Successful applicants must propose a Community Needs Assessment or Preliminary Engineering Report activity designed to assist the municipality in seeking future funding opportunities from NYS CDBG or other State and Federal agencies that will result in a benefit to low-and moderate-income persons. Requests for assistance that are not designed to assist the municipality in implementing a specific future project may not be considered.

- NYS CDBG can fund up to 95% of the total project cost, not to exceed the maximum grant amount.
- NYS CDBG Planning funds may be used as match for other CFA funded planning activities when other funding agencies permit the use of CDBG funds as match.

At least 5% of the total project cost must be provided as a cash match through other non-CDBG funding sources. In-kind services, force account and volunteer services cannot be considered as match.

Activity Funding Limits:

<u>Public Infrastructure</u>	<u>Maximum</u>
Counties, Towns, Cities or Villages	\$1,000,000
*With NYS Co-Funding Initiative	\$1,250,000
Joint Applicants	\$1,500,000
*Joint w/Co-Funding Initiative	\$1,750,000
<u>Public Facilities</u>	
Counties, Towns, Cities or Villages	\$300,000
<u>Planning</u>	
Counties, Towns, Cities or Villages	\$50,000

Exceptions to these limits may be made in cases where it is found that a project or projects may have a significant impact that may realize a potential for regional or statewide economic impact.

For Public Infrastructure and Public Facility activities, applicants should only apply for the amount of funding that can be fully expended and propose the type of activities that can be completed within the specified project completion period of twenty-four (24) months. All proposed accomplishments must be completed, and accomplishments reported within the project completion period.

For planning projects, applicants should only apply for funding that can be fully expended and the type of activities that can be completed within the specified project completion period of fourteen (14) months.

***For certain “co-funded” Public Infrastructure projects, single applicants may apply for an amount of funding not to exceed \$1,250,000 (\$1,750,000 for joint applicants).** “Co-funded” projects are those projects that include other State and/or Federal sources including, but not limited to, USDA Rural Development and/or the NYS Environmental Facilities Corporation (EFC). To qualify for this higher funding threshold, the applicant must clearly demonstrate that other co-funded sources are firmly committed and in place at the time of application. At least 20% of total project costs must come from committed and available co-funding sources. Qualifying documentation includes:

- USDA - Preliminary Funding Estimate (PFE)
- NYS EFC - Project listed on Intended Use Plan (IUP) AND financing application has been submitted
- Other Sources – Contact NYS OCR

All qualifying documentation must be submitted as an attachment to the funding application **and is subject to review and approval by the OCR.**

OCR may consider certain eligible pre-award costs for **water, sewer, or storm water projects only**, which may include pre-development costs necessary to complete the environmental review process required for all CDBG projects under the National Environmental Policy Act (NEPA). These expenses may include, but are not limited to:

- Engineering or design work needed to obtain approval from state or federal agencies
- Administrative costs incurred consulting with state and federal agencies
- Permitting activities needed to complete the Environmental Review Record (ERR) and/or Request for Release of Funds (RROF). This includes addressing State Environmental Quality Review Act (SEQRA) process requirements as applicable

Pre-development costs incurred up to 12 months prior to grant award may be included as part of the project budget. Eligible costs must still meet all CDBG rules and regulations including federal procurement and civil rights requirements and must be in compliance with 2CFR 200. **Please contact OCR prior to considering incorporating pre-award costs into the project budget to ensure that those costs are eligible.**

Program Delivery and Administration Costs

Applicants are not required to request NYS CDBG program delivery and administrations funds. However, if desired, program delivery and administration funds may be requested at the time of application and must be included within the maximum request amount. Program delivery and administration funds are available on a reimbursement basis and will therefore be reviewed for eligibility prior to disbursement of funds. Disbursement requests for program delivery and administration costs are not eligible for reimbursement until the approval of a Request for Release of Funds by HCR. Additionally, applicants are encouraged to identify alternate sources of funds for

administrative and program delivery expenses. Additional funding commitments for administrative expenses and project delivery strengthen an application.

Public Facilities and Public Infrastructure

Applicants may request up to 18% of the CDBG award in program delivery, administration, and engineering costs combined. Of the 18%, administration must not exceed more than 5% of the total CDBG award.

Community Planning

Community Planning projects do not include an administrative or program delivery component

Eligible Types of Applicants:

Eligible applicants are non-entitlement units of general local government (Villages, Cities, Towns or Counties), excluding metropolitan cities, urban counties and Indian Tribes that are designated entitlement communities. Non-entitlement areas are defined as cities, towns and villages with populations of less than 50,000, except those designated principal cities of Metropolitan Statistical Areas, and counties with populations of less than 200,000. The NYS CDBG program does not provide direct financial assistance to businesses. For a list of eligible communities, please refer to the OCR website at <https://hcr.ny.gov/community-development-block-grant>.

Applicants may submit multiple applications up to the maximum per activity. The total amount requested by the applicant between the two categories of Public Infrastructure and Public Facilities cannot exceed the individual caps listed above for counties, cities, towns and villages, with the exception of single and joint projects that qualify under the higher threshold as described above. Applicants may also request up to the maximum listed for Planning regardless of any other applications submitted for any other categories of assistance. However, as noted above, demonstrated capacity to carry out each grant activity in a timely manner is a factor in the application review process, so funding requests should be determined with this in consideration.

Pre-Application Requirements:

Prior to applying for funding, applicants must comply with citizen participation requirements pursuant to 24 CFR 570.486 and NYS Homes and Community Renewal's Citizen Participation Plan. These require applicants to follow a citizen participation plan providing for a minimum of one public hearing (one in each jurisdiction of a joint application) held **prior** to the submission of an application and making the application available to the public for inspection at the municipal office(s). The public hearing is held to provide an opportunity for citizen feedback on the community and economic development needs of the applicant community and any proposed project(s). When issuing the notice and holding the public hearing, please note the following:

- **Public hearings must be held by a quorum of the legislative body of the eligible applicant, not by a department or arm of the local government, a Subrecipient or other related organization.**
- The notice for the hearing must specifically mention the municipality's intent to apply for NYS CDBG funds, and must identify activities that may be applied for during the current program year;
- Public hearings must be held in a location accessible to persons with disabilities and/or provide reasonable accommodations to allow all interested parties to participate;
- The municipality must provide a minimum seven (7) day period between the publication of the hearing notice and the hearing itself. Note that the date of publication is day "zero"
- The hearing notice must be conspicuously posted in one or more public locations at least seventy-two (72) hours prior to the actual hearing. This may also be accomplished by posting to the municipal website;

- The municipal resolution authorizing the public hearing, the hearing notice, affidavit of publication, documentation for the 72-hour attestation, list of attendees, and hearing minutes, must be included as an attachment to this CFA; and
- A copy of the application must be available for public inspection at the municipal office(s).

Upon award, continued compliance with Citizen Participation is required, which means that a recipient of NYS CDBG funds must issue a public hearing notice and hold a minimum of one additional public hearing during the implementation of the project to report project accomplishments. For planning related activities, the applicant should plan on providing public input opportunities throughout the planning process.

Successful Applicant Requirements:

The HCR application review process includes, but is not limited to, a determination of the project's compliance with a National Objective, feasibility, readiness, and project underwriting, where applicable. Therefore, applications must include the documents listed below as attachments to the CFA. This list is not an exhaustive list of all items required as part of the CFA; HCR also has several required forms that will need to be completed by successful applicants and depending on the specifics of the project, additional information and documentation may be required. Please refer to the OCR website here <https://hcr.ny.gov/community-development-block-grant#forms-and-documents> for more information.

For Public Infrastructure and Public Facilities Applications

Survey Information:

- Survey Methodology.
- Sample Income Survey Instrument.
- Representative Sample of Income Surveys.
- Summary of Income Survey Data.

Evidence of National Objective Compliance

Purchase Agreements (site control)

Maps (as required) Confidential Materials (Materials that identify a specific person, household or address. For example, surveys, applications, photographs, etc.)

Authorization for Joint Applications:

- A cooperation agreement and a resolution authorizing an Applicant to submit an application on behalf of a unit of local government.
- A cooperation agreement and a resolution authorizing a joint application and one of the units of local government as the primary applicant.

Project Budget-Related Documents:

- Financial commitment letter(s) from all other funding sources, including proposed terms or letters of application.
- Third party cost estimates.
- Engineering Report.

Compliance with Citizen Participation requirements:

- Copy of public hearing notice(s) with the Affidavit of Publication.

Civil Rights Materials

- Affirmatively Furthering Fair Housing (AFFH) attachments.

Program Income Report (Required)

For Community Planning Applications

(Community Needs Assessments and Drinking Water and Clean Water Preliminary Engineering)

National Objective Compliance

- Evidence of CDBG National Objective Compliance at the time of plan implementation.

Project Budget-Related Documents:

- Commitment letter from municipality for required 5% cash match.

Compliance with Citizen Participation requirements:

- Copy of public hearing notice(s) with the Affidavit of Publication.

Authorization for Joint Applications:

- A cooperation agreement and a resolution authorizing an Applicant to submit an application on behalf of a unit of local government.
- A cooperation agreement and a resolution authorizing a joint application and one of the units of local government as the primary applicant.

Maps (as applicable)

Confidential Materials (Materials that identify a specific person, household, or address. For example, surveys, applications, photographs, etc.)

Civil Rights Materials

- Affirmatively Furthering Fair Housing (AFFH) attachments.

Program Income Report (Required)

General Requirements

Upon award, all CDBG recipients will be required to comply with all federal, state, and local regulations and statutes as outlined in the certifications required by Title I of the Housing and Community Development Act (HCDA) of 1974, as amended, including, but not limited to compliance with Title VI of the Civil Rights Act, the Fair Housing Act, and compliance with Section 3 of the HCDA. Recipients must ensure compliance with other statutory, regulatory and program requirements including, but not limited to Labor Standards, as applicable, annual reporting, conflict of interest, procurement, A-133 Audit, Civil Rights, and other requirements as outlined in the CDBG Grant Administration Manual found at <https://hcr.ny.gov/community-development-block-grant/grant-administration-manual>.

Applicants should only apply for funding that can be fully expended and the type of activities that can be completed within the specified project completion period. All proposed accomplishments must be completed and reported within the project completion period.

Applicants should not proceed with a project that cannot be completed within the specified timeframe or with the assumption that an extension of the project deadline will be considered. Grant recipients who are unable to satisfy the term of their grant agreement may be unable to secure further OCR funding until such time as the prior grants have been completed or the funds recaptured. Inability to meet the required timeframe may be viewed as an issue of project readiness and/or inadequate local capacity to carry out grant activities in a timely manner and may require significant additional actions on the part of the municipality to ensure that any potential future grants will be completed within the term of the grant agreement.

In addition, all recipients must meet the Environmental Review and Request for Release of Funds requirements prior to submitting any requests for funds. **Costs incurred prior to the completion of the Environmental Review and approval of a Request for Release of Funds are only eligible to be reimbursed by CDBG if the activities are determined to be exempt.** Recipients incur costs prior to the Release of Funds at their own risk. **Please be advised that there may be a gap between submission of the application and the award of projects.** If projects contain activities that are imminent, the CFA may not be the appropriate avenue to pursue funding. Contact HCR for guidance on whether submission of an application through the CFA is advised or if other funding is available to support the project.

Funding Priorities:

Priority will be provided to projects that demonstrate a clearly defined need, address specific community and economic development priorities, meet the objectives of the New York State Community Development Block Grant Program, demonstrate that they have satisfied all administrative and regulatory requirements to proceed immediately upon award, present a project budget that effectively leverages a variety of funding sources, and projects that are recognized as a priority project for the respective Regional Economic Development Council, including Opportunity Agenda initiatives.

Significant Statewide Programs:

Proposed projects that are part of the following initiatives will be looked upon favorably:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Improving Access to Child Care

Despite record investments in childcare, many New Yorkers still struggle to access high quality childcare. This issue forces families to choose between quality childcare and employment or places families in the position to use unlicensed childcare providers. Applicants should provide any information about their project that works to improve access to childcare.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues.

Ineligible Activities:

The State CDBG Program deems any activity that is not included in the Housing and Community Development Act of 1974, as amended, ineligible. Generally, CDBG funding cannot be used for projects that involve buildings used for the general conduct of government business, general government expenses, or political activities with the exception of handicapped accessibility improvements to comply with the Americans with Disabilities Act (ADA). In addition, any project that does not present satisfactory evidence of compliance with a national objective will be considered ineligible and will not be considered for funding.

Public Infrastructure and Public Facilities

Applications within the funding categories of Public Infrastructure and Public Facilities are rated and scored against the factors below. Applications are evaluated and ranked against applications within the same category.

Criteria – 100 Points**Total Vision and REDC Strategies – 20 points**

- The degree that the proposed project aligns with the Regional Council's Strategic Plan.

Project Assessment Points – 80 Points

Applications within the funding categories will be assessed based on the extent to which they meet the category-specific assessment criteria identified below. Scoring will be based on a maximum of 80 points, with the most points being awarded to projects that have demonstrated exceptional compliance with the assessment criteria identified for each category. An application's project assessment score will be determined by averaging the assessment criteria points.

Public Infrastructure:

Need – 15 Points

The degree to which the applicant has demonstrated:

- serious public health, welfare or safety conditions, as attested by third party documentation (e.g. consent orders, engineering reports, test results);
- that NYS CDBG funds are necessary to undertake the project and the community is unable to secure sufficient funding or assistance through other methods or resources, including other public funding.

Impact – 15 Points

The degree to which the applicant has demonstrated:

- that the proposed project is affordable, viable, and sustainable over the long-term, is of appropriate capacity for the demand, and addresses the need;
- the impact of NYS CDBG funds on the reduction of the debt burden, connection fees, and annual water/sewer fees on LMI households;
- that the proposed project supports a “Smart Growth” development strategy in accordance with the New York State Smart Growth Public Infrastructure Act (Chapter 433 of the Laws of 2010).

Financial Capacity – 25 points

The degree to which the applicant has demonstrated:

- that the project cost is financially feasible and includes the cost associated with regulatory compliance;
- that leveraged funds are available and committed including CDBG program income generated from previously funded HUD and NYS CDBG projects, and there are not gaps in funding;
- that the costs of program delivery and administration are reasonable and based on the actual work to be performed as described in the application;
- a financial and administrative plan for future maintenance and operations.

Administrative Capacity – 25 Points

The degree to which the applicant has demonstrated:

- a clear understanding of, and measures to ensure compliance with, all program requirements, including applicable Federal and State regulations, such as environmental, lead-based paint, labor standards, historic preservation, and procurement;
- that no impediments exist, or the degree to which all potential impediments, such as regulatory compliance, community support, site control (i.e. easements, acquisition etc.), and permits and clearances, have been addressed;
- project readiness and the ability to implement the program upon award;
- the ability to complete the proposed project/program within the 24-month term of the grant agreement.

Public Facilities:

Need – 15 Points

The degree to which the applicant has demonstrated:

- a need and market for the project and the services to be provided;
- that NYS CDBG funds are necessary to undertake the project and the community is unable to secure sufficient funding or assistance through other methods or resources, including other public resources.

Impact – 15 Points

The degree to which the applicant has demonstrated that:

- the proposed project has long-term affordability, viability and sustainability, is appropriate in terms of capacity, and addresses the need;
- the project design includes components accommodating mobility, visual, and auditory handicaps where relevant.

Financial Capacity – 25 Points

The degree to which the applicant has demonstrated:

- that the project cost is financially feasible and includes the cost associated with regulatory compliance;
- that leveraged funds are available and committed including CDBG program income generated from previously funded HUD and NYS CDBG projects;
- that the costs of program delivery and administration are reasonable and based on the actual work to be performed as described in the application;
- a financial and administrative plan for future maintenance and operations.

Administrative Capacity – 25 Points

The degree to which the applicant has demonstrated:

- a clear understanding of the program requirements and measures to ensure compliance of the program requirements, including applicable Federal and State regulations, such as environmental, lead-based paint, labor standards, historic preservation, and procurement;
- that no impediments exist, or the degree to which all potential impediments, such as regulatory compliance, community support, site control (i.e. easements, acquisition etc.), and permits and clearances, have been addressed;
- project readiness and the ability to implement the program upon award;
- the ability to complete the proposed project/program within the 24-month term of the grant agreement.

Additional Project Assessment Criteria

Prior Performance

The applicant's prior CDBG performance is considered at the time of application which may include, but is not limited to:

- the successful completion of prior projects as proposed and per the grant agreement;
- the number of project extensions requested and the reasons for extensions;
- monitoring findings and concerns and the timeframe in which they were resolved;
- status of current grants (expenditure rate, suspension of funds, adherence to program schedules);
- the ability to resolve grant administration issues in a timely manner and to address the issues for all grants and Program Years;
- first time applicants and first-time awardees are not negatively impacted by this.

Generally, the criteria noted above shall apply when awarding funding for applications received through the Consolidated Funding Application. In addition to the criteria noted above, HCR shall have the discretion to consider additional factors when determining the relative merits of projects.

Community Planning

Applications within the planning and engineering funding categories are rated and scored against the factors below. Applications are evaluated and ranked against other planning applications. Applications with the highest scores are considered the most competitive and have a greater chance of being awarded.

Criteria-up to 100 Points

Total Vision and REDC Strategies – 20 Points

- The degree that the proposed project aligns with the Regional Council's Strategic Plan.

Demonstrated Need – 20 Points

- Demonstration of need for the Plan and for funding assistance;
- Evidence that key stakeholders share the opinion that the subject of the Plan is critical to addressing identified needs and challenges.

Public Benefit/Impact – 15 points

- The proposed process for identifying development challenges and needs;
- The approach to which an applicant proposes to address community needs criteria (public infrastructure, public facility and economic development);
- Public support and participation.

Implementation – 30 points

- Readiness to proceed upon award;
- NYS CDBG performance history, if any;
- Capacity to complete the planning process in a timely and effective manner;
- Extent to which the needs identified are potential NYS CDBG eligible activities;
- How well the proposed planning activity follows or reinforces local or regional plans.

Leveraged Resources – 15 Points

- Creative leveraging and coordination with other CFA activities;
- Reasonableness of activity costs and evidence of match requirement.

Award Criteria Details:

Eligible Area, City, County Population Limits or Population Target Types:

Projects must be located in non-entitlement areas such as cities, towns and villages throughout New York State, with populations of less than 50,000 and counties with populations of less than 200,000 (excluding metropolitan cities, urban counties, and Indian Tribes that are designated Entitlement communities) and must primarily benefit the population of the non-entitlement area.

Limitations:

The maximum awards are not intended to serve as a target figure for requests for assistance. The amount of CDBG assistance should be based on need, and CDBG funds should not be used to reduce the amount of non-federal financial support for the project.

Projects that commence any construction prior to award are not reimbursable with NYS CDBG funds.

HTFC reserves the right to award all, a portion of, or none of a program's funds based upon funding availability, feasibility of the applications received, the competitiveness of the applications, an applicant's ability to meet HTFC criteria for funding, the applicant's ability to advance the State's housing goals, and HTFC's assessment of cost reasonableness. HTFC reserves the right to award

less than the requested amount, and further reserves the right to review an application requesting project funds as an application for funding under other programs, for which the project is eligible, and to change or disallow aspects of the applications received. OCR may consider certain eligible pre-award costs for eligible costs for **water or sewer/stormwater projects only**, which may include pre-development costs necessary to complete the environmental review process required for all CDBG projects under the National Environmental Policy Act (NEPA). This will encourage projects that are more “shovel-ready” upon award. **Applicants are strongly urged to contact OCR prior to considering incorporating pre-award costs into the project budget to ensure that those costs are eligible.**

Long Range Goals:

Applications will be reviewed in the context of the long-range goals established by New York State for the NYS CDBG program over the five-year period as outlined in the HUD-approved 2021-2025 Consolidated Plan. For the NYS CDBG Public Infrastructure program, the goal is the completion of 100 public infrastructure projects serving 50,000 people. For the NYS CDBG Public Facilities program, the goal is the completion of public facilities projects serving 500 people.

Project Term Completion Dates:

Recipients of CDBG public infrastructure, public facility or microenterprise funding enter into a two-year (24 month) grant agreement in which all funds must be expended, and all accomplishments met. Any funds remaining at the end of the two-year period are subject to de-obligation. Recipients are also obligated to report accomplishments and beneficiary information on an annual basis. This information must demonstrate the progress of the project and compliance with the national objective proposed in the application.

Recipients of CDBG Planning assistance enter into a 14-month grant agreement in which all funds must be expended, and a final plan submitted to OCR. Any funds remaining at the end of the 14-month period are subject to de-obligation. Recipients are also obligated to report accomplishments and beneficiary information on an annual basis. This information must demonstrate the progress of the project and compliance with the national objective proposed in the application.

Matching Fund Requirements / Deadlines:

For Public Infrastructure and Public Facility projects, a match is not required; however, bringing leveraged funds to a project may make the application more competitive. Planning requires a minimum 5% cash match in non-CDBG sources. In-kind services, force account labor, and volunteer services cannot be used as demonstration of match.

Other CDBG Funding

CDBG Economic Development Funding

All Economic Development, Small Business, and Microenterprise Applications will be available through an Open Round process and completed through the CFA portal. The Open Round applications require the completion of a Pre-Submission Form. The Pre-Submission Form will be reviewed by The Office of Community Renewal and if accepted, the applicant will receive an invitation to apply and will have 60 days to complete a full application within the CFA portal.

The CDBG Economic Development, Small Business, and Microenterprise applications are not subject to the 2021 CFA deadline. These open round applications may be submitted at any time. Please note, an applicant must submit a standalone CDBG open round application. The application cannot request other CFA resources in the same project application. More information is available online, here: <https://hcr.ny.gov/community-development-block-grant-economic-development-program>

CDBG-CV Funding

The Coronavirus Aid, Relief, and Economic Security Act (CARES) provided funding to the NYS CDBG program to assist communities across the state undertake activities that prevent, prepare for, and respond to COVID-19. Eligible applicants include non-entitlement Villages, Towns, Cities or Counties throughout New York State, and all metropolitan cities and urban counties that are HUD designated Entitlement communities.

If a CFA applicant has unmet needs related to the COVID-19 pandemic, CDBG CARES funds may be available to support. More information, including application materials, is available at <https://hcr.ny.gov/community-development-block-grant#cdbg-cares-funding>. Questions may be submitted to CDBGCARES@nyshcr.org.

Additional Resources:

For more information, applicants should contact the Office of Community Renewal at New York State Homes and Community Renewal, 38-40 State St, Albany, New York 12207, call (518) 474-2057, email HCR_CFA@nyshcr.org or visit the NYS CDBG website at <https://hcr.ny.gov/community-development-block-grant>

New York Main Street Program

Funding Available: Up to \$6.2 million

Description:

The New York Main Street (NYMS) Program was created by the Housing Trust Fund Corporation (HTFC) in 2004 to provide resources to assist New York's communities with Main Street and downtown revitalization efforts. Article XXVI was added to NYS Private Housing Finance Law in 2009 to formally establish the New York Main Street Program in statute. The NYMS Program is administered by the Office of Community Renewal (OCR) under the direction of the Housing Trust Fund Corporation.

NYMS provides resources to invest in projects that provide economic development and housing opportunities in downtown, mixed-use commercial districts. A primary goal of the program is to stimulate reinvestment and leverage additional funds to establish and sustain downtown and neighborhood revitalization efforts.

Eligible Types of Applicants:

Eligible applicants for NYMS program applications are:

- Units of Local Government; *or*
- Organizations incorporated under the NYS Not-for-Profit Corporation Law that have been providing relevant service to the community for at least one year prior to application.

Eligible Target Area:

All NYMS activities must be located in an eligible target area. Applicants must clearly identify how the target area meets each of the three components of the statutory definition of an eligible target area. Applications that do not address each of the three statutory criteria, or do not provide clear source documentation will be deemed ineligible. Please note, based on the statutory criteria there are areas within NYS that are not eligible; therefore, vague or unclear responses cannot be interpreted to present an eligible target area.

Article XXVI of the Private Housing Finance Law indicates that an eligible target area shall mean an area:

(i) that has experienced sustained physical deterioration, decay, neglect, or disinvestment;
(ii) has a number of substandard buildings or vacant residential or commercial units;
and (iii) in which more than fifty percent of the residents are persons whose incomes do not exceed ninety percent of the area median income for the county or metropolitan statistical area (MSA) in which the project is located, or which is designated by a state or federal agency to be eligible for a community or economic development program.

Applicants are encouraged to identify well-defined Main Street areas to maximize the impact that the funds will have on the community. The proposed activities must be carried out in a program target area of generally no more than three contiguous blocks which has experienced sustained physical deterioration, decay, neglect, or disinvestment, and has a number of substandard buildings or vacant residential or commercial units.

Applicants are required to include a Target Area Map to identify the location of the proposed target area and source documentation to demonstrate how the target area meets eligibility criteria.

Pre-Application Requirements:

Municipal Resolution

Each municipality in which the proposed program or project will function must approve a formal resolution supporting an application for the proposed NYMS program or project. The resolution must be passed prior to the application deadline and attached in the documents section of the application.

- The resolution must be on official stationery and should hold the official seal. Applicants within New York City must obtain the resolution from the Community Board with jurisdiction over the project target area.
- Draft or proposed resolutions are not acceptable.
- Support letters do not meet this requirement.
- The resolution must be for the current 2021 funding round and the specific NYMS project.
- If the municipality or Community Board provides only a summary letter without the full text of the resolution, a copy of the meeting minutes must be provided to document the vote and formal board resolution.

This requirement applies to all NYMS application types. Applications without a Municipal Resolution, as described above, will be deemed ineligible.

Eligible Activities

Applicants may propose **one** activity for a 2021 New York Main Street (NYMS) application. Four NYMS activities are available in the 2021 CFA New York Main Street application:

1. Technical Assistance Project

Applicants may request up to \$20,000 to complete a project that improves community or property owner readiness to participate in a future New York Main Street renovation activity. Examples of eligible NYMS-TA activities include, but are not limited to, the projects described below. Please contact the Office of Community Renewal at HCR_CFA@nyshcr.org to discuss project eligibility prior to applying.

- **Building Reuse or Feasibility Analysis** - Analysis of rehabilitation or adaptive re-use options for downtown, mixed-use building(s) to provide property owners with the resources necessary to make informed decisions regarding the feasibility of rehabilitation projects. These studies may include: historic and architectural analysis; building condition assessment; building code analysis; structural engineering study; proposed uses for the building including opportunities for upper story apartments; plan drawings; green technology potential; cost estimates; funding strategies, including historic tax credits; and pro-forma analysis.
- **Design Guidelines** - The importance of preserving downtown architecture must not be overlooked in repairing and renovating buildings for new occupants and uses. Design Guidelines should be an educational tool for property owners and provide technical assistance and practical recommendations for repairing and renovating downtown, potentially historic, building facades and storefronts. Proposals to produce Design Guidelines must provide clear community support, and a plan for formal adoption and implementation once produced.
- **Economic Development Planning** - Economic resilience and sustainability is important to preserving and expanding the downtown or main street business community, so resources are available to support future building renovation projects. These studies may

include market analyses, business development plans, and plans for continuity of business operations.

Examples of completed NYMS-TA Projects are available for review online, here: <https://hcr.ny.gov/new-york-main-street-technical-assistance-nyms-ta-completed-projects>

2. Traditional NYMS Target Area Building Renovation Project

Applicants may request between \$50,000 and \$500,000 for Target Area Building Renovation Activities. Requests must not exceed an amount that can be reasonably expended in the identified target area, within a 24-month term.

- Building Renovation: Matching grants available for renovation of mixed-use buildings. Recipients of NYMS funds may award matching grants of up to \$50,000 per building, not to exceed 75% of the total project cost, in a designated target area. Renovation projects that provide direct assistance to residential units may be awarded an additional \$25,000 per assisted residential unit, up to a per-building maximum of \$100,000, not to exceed 75% of the total project cost.
- Streetscape Enhancement: Applicants may request up to \$15,000 in grant funds for streetscape enhancement activities, such as: planting trees, installing street furniture or public art or other activities to enhance the NYMS target area.

Applicants may request a higher amount, up to \$25,000, if the additional requested funds directly alleviate COVID related impacts and further economic recovery and neighborhood and community revitalization (e.g. creation of shared outdoor dining space, public space improvements to improve access and use of outdoor space, mechanicals necessary to use outdoor public spaces, etc.). Projects that specifically create paid work for artists or support the artist community will also receive favorable consideration.

The project and budget should be clearly defined at the time of application and include a detailed description of the proposed Streetscape project, how the proposed project enhances the planned building renovation projects, and contributes to other downtown revitalization efforts underway. If more than \$15,000 will be requested, the plan should also identify how the project will alleviate COVID related impacts.

- Streetscape enhancement grant funds will be awarded only for activity ancillary to a traditional NYMS building renovation project and cannot be applied for on its own. NYMS Downtown Anchor or Downtown Stabilization applicants may not request Streetscape funds.
- Streetscape enhancement activities must be reviewed for eligibility and approved by HTFC prior to commencement of construction or installation.
- Streetscape activities must be completed within the proposed target area.
- Administration: Applicants may request up to 7.5% of the grant amount for salaries and other costs associated with the administration of the grant. The administrative funds must be requested at the time of application, and must be included within the maximum request amount.
- Soft Costs: Applicants may request funds to cover architectural and engineering work, required environmental testing and clearances, and filing fees. These expenses must be included in the per-building activity funding limits, require matching funds and may not exceed 18% of the NYMS renovation funds for a specific project. Project costs incurred

for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed with NYMS funds. Funds for Soft Costs must be requested at the time of application, and must be included within the maximum request amount.

Funds for Administration and Soft Costs are available on a reimbursement basis, and will therefore be reviewed for eligibility prior to disbursement of funds. Applicants are not required to request NYMS program funds for Administration or Soft Costs, but are encouraged to identify alternate sources of funds for administrative expenses and soft costs. Additional funding commitments for administrative expenses and soft costs strengthen an application.

Example NYMS Target Area Building Renovation Application Request:

\$250,000	2021 NYMS Request Amount
\$210,000	Building Renovation Funds: to renovate five buildings
\$15,000	Streetscape Enhancement Funds: install bike racks, benches
\$10,000	Soft Costs: to hire environmental firm to complete five site specific reviews
\$15,000	Administration: hire consultant to administer grant

3. **NYMS Downtown Anchor Project:**

Applicants may request between \$100,000 and \$500,000 for a standalone, single site, “shovel ready” renovation project. NYMS Downtown Anchor Project funds are intended to help establish or expand cultural, residential or business anchors that are key to local downtown revitalization efforts through substantial interior and/or exterior building renovations. The NYMS Downtown Anchor Project funds may not exceed 75% of the Total Project Cost.

Applicants for NYMS Downtown Anchor Project funds must:

- Document a compelling need for substantial public investment and justify how the project qualifies as a Downtown Anchor.
 - Document project readiness, as evidenced by funding commitments, developer site control, pre-development planning completed, and local approvals secured;
 - Provide cost estimates to substantiate the request amount;
 - Identify source(s) of available construction financing and matching funds;
 - Demonstrate the importance of the project for the neighborhood, community and region;
 - Provide a Business Plan and Market Analysis to demonstrate project viability.
- Administration: Applicants may request up to 5% of the grant amount for salaries and other costs associated with the administration of the Downtown Anchor Project grant. The administrative funds must be requested at the time of application and must be included within the maximum request amount.
 - Soft Costs: Applicants may request funds to cover architectural and engineering work, required environmental testing and clearances, and filing fees. These expenses must be included in the per-building activity funding limits, requires matching funds and may not exceed 18% of the NYMS renovation funds for the project. Funds for Soft Costs must be requested at the time of application, and must be included within the maximum request amount.

Funds for Administration and Soft Costs are available on a reimbursement basis, and will therefore be reviewed for eligibility prior to disbursement of funds. Applicants are not required to request NYMS program funds for Administration or Soft Costs, but are encouraged to identify alternate sources of funds for administrative expenses and soft

costs. Additional funding commitments for administrative expenses and soft costs strengthen an application.

Example NYMS Downtown Anchor Project Application Request:

\$250,000	2021 NYMS Downtown Anchor Project Request Amount
\$227,500	Building Renovation Funds: to renovate one building
\$10,000	Soft Costs: to hire firm to complete environmental review
\$12,500	Administration: staff time to administer grant

4. NYMS Downtown Stabilization Project

Applicants may request \$100,000 to \$500,000 to complete a Downtown Stabilization Project. Funds are available to assist with environmental remediation and associated construction costs, as well as other innovative approaches to stabilizing and developing a downtown, mixed-use project. NYMS Downtown Stabilization Project funds may not exceed 75% of the total project cost.

NYMS Downtown Stabilization Project funds are available for projects that meet the goals identified above and, include, but are not limited to: asbestos management (surveys, abatement design plans, air monitoring, etc.), soil vapor intrusion testing and mitigation, building stabilization construction activities (e.g. roof stabilization in conjunction with asbestos remediation) or other projects that identify or mitigate risks associated with other hazardous materials or remove obstacles to future redevelopment. Applicants must demonstrate local support, financial commitments and a compelling need for substantial public investment.

Please contact the Office of Community Renewal at HCR_CFA@nyshcr.org to discuss project eligibility prior to submitting an application.

COVID Relief Activities

In conjunction with Target Area Building Renovation Activities or a Downtown Anchor Project, applicants may request to use funds to alleviate the impacts of the COVID-19 Pandemic. Requests must be specifically outlined in the application. COVID Relief activities must be directly related to a building renovation activity and awarded on a per project basis. Funds will be awarded only for activity ancillary to a traditional NYMS building renovation or Downtown Anchor project and cannot be applied for on its own. NYMS Downtown Stabilization applicants may not request to use funds for these activities. Program administrators will be required to document:

- Impact of COVID on participating business or property owner;
- Need for funding;
- Confirmation that funds do not duplicate other available resources and;
- Explanation for how the investment impacts the sustainability and resiliency of the business or property. Small projects are unlikely to demonstrate long term viability.

Funds may be used for:

- Reconfiguration of existing facilities to encourage reduced density;
- Redesign and updates for air filtering or ventilation systems;
- Equipment or software required to increase business capacity and efficiency in a post-COVID climate, e.g. online sales, POS systems. One-time only purchases, subscription or membership fees are not eligible for reimbursement;
- Fixtures and equipment to partition customers, guide social distancing or provide contact-less sales opportunities;
- Interior and exterior improvements to support adjusted business practices, e.g. pick-up windows, outdoor seating areas.

Ineligible expenses include:

- Inventory, rent or lease expenses, working capital or other undefined expenses, general or disposable supplies;
- Other expenses that do not sustain business operations.

Applicants requesting to use funds for COVID Relief activities in conjunction with a NYMS Downtown Anchor project must specifically identify the amount allocated for these activities in the budget and budget table attachment as well as describe the specific use in the budget narrative question.

Applicants requesting to use NYMS funds for COVID Relief activities must confirm that funds will not duplicate other available resources. Award of NYMS funds does not confirm eligibility of all activities included in an application proposal. All activities must be reviewed for eligibility and approved by HTFC prior to commencement.

New York Main Street (NYMS) Program Ineligible Activities

Please note: An applicant is encouraged to focus its efforts on one project type. For this reason, applicants may propose only one NYMS activity in an application.

Ineligible uses of NYMS funds include, but are not limited to: demolition; new construction; improvements to structures owned by religious or private membership organizations; improvements to municipally-owned buildings used for municipal purposes; the purchase of non-permanent fixtures, such as furnishings, appliances, electronics, and business equipment; general organizational operating expenses; capitalizing a revolving loan fund; site work or ancillary activities on a property, including septic systems and laterals, grading, parking lots, sidewalks, landscaping, fences, free standing signs, and general maintenance. General planning activities are not eligible under the four NYMS program activities.

Costs that are not adequately justified or that do not directly support the project are not eligible for reimbursement with NYMS funds. Contact the Office of Community Renewal prior to submitting an application to discuss project eligibility, and review the NYMS Program Guide for more detailed guidance on NYMS program rules: <https://hcr.ny.gov/new-york-main-street>

NYMS Selection Criteria – up to 100 Points

Total Vision and REDC Strategies –20 points

The Regional Council rates the degree with which the proposed project aligns with the Regional Council's Strategic Plan.

Need - 10 points

Measures the severity of need for the proposed Main Street activities, based on the analysis of existing commercial and residential conditions in the target area. The needs described must correspond to the proposed activities and the extent to which the activity resolves or addresses the identified need. Applications should include data and a relevant examination of that data to demonstrate substantial need. The application must provide a clear statement about the need for public investment in the proposed target area and specific need for the NYMS program funds to receive maximum points.

Impact - 10 Points

Measures the extent to which the project described in the application will have a positive public benefit and sustainable positive impact on the commercial and residential conditions in the target

area and surrounding community and neighborhoods. Applications should provide clear explanations of the anticipated impact of the proposed program, including but not limited to: enhancement of existing assets in the target area and community, expansion of economic opportunities, ability to spur investment of private resources, improvement of aesthetics, and preservation and creation of affordable housing in the upper floors of mixed-use buildings. Applications determined to have the greatest impact on increasing the availability of quality, affordable housing and the greatest impact on business conditions, when compared to other applications, will receive the highest scores.

Leveraging & Financing Plan - 20 Points

Measures the quality and completeness of the proposed project budget and status of funding commitments, specifically:

- Clarity of project budget including eligible use of funds and substantiated request amount;
- Status of funding commitments for required match and construction financing;
- Extent to which the NYMS resources will result in additional investments including private sources beyond the required matching funds (leveraging);
- Plan for use of funds for soft costs and administrative expenses.

Implementation Capacity and Readiness - 40 Points

Measures the extent to which the applicant has organized the proposed project and has assembled sufficient resources to complete the project, and achieve the goals and objectives of the program in a manner that is timely, effective and on-budget. Applications submitted by current awardees with open, on-going contracts may be negatively impacted if substantial expenditures or funding commitments have not been achieved. An applicant's past and current performance in other state programs and contracts will be considered in rating and ranking its application.

- Program Experience - Points for performance history are available to applicants that are administering an open NYMS or other Office of Community Renewal program contracts where substantial expenditure or funding commitments have been achieved and sufficient progress has been made. Points are also available to applicants that have successfully and effectively completed previous NYMS or other Office of Community Renewal program contract obligations. Applicants that have not previously participated in the NYMS program but have a successful record of achievement within the community where the proposed Main Street target area is located, and have assembled a team with experience in community development, housing rehabilitation, or commercial revitalization in mixed-use districts on a scale comparable to the proposed program or projects will also be eligible for points.
- Implementation Capacity - Proposals that have identified specific projects, clearly substantiated the request amount, obtained local approvals, have demonstrated a clear understanding of NYMS administrative procedures, and have necessary organizational structures in place to implement the proposed projects, without delay, will receive the most points.
- Program Support - Evaluates local support and linkages between the proposed project and local planning and development efforts. Rates the degree to which the proposal relies on building consensus and cooperation among groups and individuals who have a role in the revitalization process.
- Design - Applicants must outline the plan for a coordinated design review process. The highest scores will be awarded to proposals in communities that have existing design standards and have identified the necessary resources to work with building owners to enhance the physical appearance of the commercial area by preserving historic buildings and implementing sensitive design plans.
- Business Strategy - Applications must demonstrate a viable strategy for retaining and assisting existing businesses, attracting new customers, potential investors and residents,

and finding new commercial uses for traditional buildings in the district. Downtown Anchor applications must present a viable strategy for establishing or expanding a cultural, residential or business anchor that is key to local revitalization efforts. Priority consideration will be given to applicants that demonstrate a strong understanding of current economic conditions in the district, identify opportunities for market growth, and clearly demonstrate how the proposed project contributes to improving economic conditions. Projects that demonstrate capacity to grow the district's existing economic base, while meeting the challenges of commercial sprawl, will receive the highest scores.

Funding Priorities:

- Ready to go or “shovel ready” projects. Project readiness is best demonstrated by clear funding commitments for permanent and construction financing, documented site control, completed pre-development planning work, local approvals, and administrative capacity.
- A proposed NYMS service area should include a mix of uses, such as residential, commercial, and civic buildings. Individual assisted buildings are not required to include both residential and civic or commercial spaces; however, applications should propose a comprehensive approach to strengthen both the commercial and residential sectors. Affordable housing in upper-floor spaces and on adjacent streets helps to strengthen the social and economic vitality of the business district. Incorporating residential units on the upper floors is strongly encouraged and those projects will receive priority consideration.
- For NYMS there is a preference for funding proposals where contiguous buildings will be assisted, maximizing the impact of the investment.
- Applicants able to successfully demonstrate broad local support and linkages between the proposed project and local planning and development efforts, and applicants documenting high percentages of committed matching and leveraged funds will receive the highest scores.

Significant Statewide Programs:

Proposed projects that are part of the following initiatives will be looked upon favorably.

- **Downtown Revitalization Initiative and Strategic Community Investment**
Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.
- **Improving Access to Child Care**
Despite record investments in child care, many New Yorkers still struggle to access high quality child care. This issue forces families to choose between quality child care and employment or places families in the position to use unlicensed child care providers. Applicants should provide any information about their project that works to improve access to child care.
- **Environmental Justice**
Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind.

Applicants should provide any information about how their project actively works to address these issues.

Award Criteria Details:

- HTFC reserves the right not to issue an award or contract to any applicant if it has been determined that the applicant is not in compliance with existing state contracts and has not taken satisfactory steps to remedy such non-compliance. Not-for-profit organizations applying for NYMS program funds must submit a Vendor Responsibility Questionnaire (VRQ) with the application. Projects that commence prior to contract execution and environmental review will not be eligible for reimbursement.
- HTFC reserves the right to award all, a portion of, or none of a program's funds based upon funding availability, feasibility of the applications received, the competitiveness of the applications, an applicant's ability to meet HTFC criteria for funding, the applicant's ability to advance the State's housing goals, and HTFC's assessment of cost reasonableness. HTFC reserves the right to award less than the requested amount, and further reserves the right to review an application requesting project funds as an application for funding under other programs for which the project is eligible, and to change or disallow aspects of the applications received.
- Award of NYMS funds does not confirm eligibility of all activities included in an application proposal, and HTFC reserves the right to change or disallow aspects of the applications received and may make such changes an expressed condition of its commitment to provide funding to a project.
- HTFC will consider regional distribution in the determination of awards, to the extent practicable.

Limitations:

The list below identifies several program requirements, and limitations, but applicants are advised to review the NYMS Program Guide for additional detail related to activity eligibility and grant administration:

<https://hcr.ny.gov/new-york-main-street#forms-and-documents>

Environmental Review

Prior to the commitment or expenditure of NYMS program funds, the environmental effects of each activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA). Environmental Compliance areas evaluated for each project include, but are not limited to: Historic and Cultural Resources, Floodplains, Zoning, Site Contamination, Lead Based Paint, Asbestos Containing Materials, Radon, Endangered Species, and Smart Growth. Please review the NYMS Program Environmental Compliance Handbook for additional information:

<https://hcr.ny.gov/new-york-main-street#forms-and-documents>

Funding Commitments

NYMS Downtown Anchor and Stabilization Projects must be ready to commence upon award, grant agreement execution and environmental review. HTFC will not execute a grant agreement with applicants unable to present evidence of site control and construction financing commitments sufficient to undertake the proposed project following award of NYMS funds.

Procurement & Bidding

All NYMS activities including contracting, professional services, and administration require a minimum of two bids or proposals to be solicited and accepted by the applicant organization to establish reasonableness of cost.

Regulatory Term

The owner of a property improved with NYMS funds must agree for a minimum of five years to: maintain the property in good operating order and condition; to make available and maintain the affordability of residential housing units to persons of low income (90% Area Median Income) by signing and filing a Property Maintenance Declaration with the County in which the building is located.

Project Term Completion Dates:

Projects must not commence prior to award, and grant agreement execution. Costs incurred prior to award and grant agreement execution will not be eligible for reimbursement. NYMS-Technical Assistance project awardees enter into a one-year grant agreement. NYMS Target Area Building Renovation, Downtown Anchor and Downtown Stabilization awardees enter into a two-year grant agreement.

Applicants should not submit applications if they do not expect to initiate the project within a reasonable time after receiving an executed contract or will not be able to complete the project within the term. Funds remaining at the end of the term are subject to de-obligation and reallocation.

Matching Fund Requirements:

Each of the NYMS activities require matching funds, and only funds directly invested in eligible project activities are eligible as the required match. In kind match is not eligible, and costs incurred for ineligible activities or prior to award and contract execution are not eligible.

- New York Main Street Technical Assistance Project
NYMS-TA funds may reimburse up to 95% of the project cost, not to exceed \$20,000. The remaining 5% must be provided as a cash match, in kind match will not be accepted. A total project cost of at least \$21,053 must be presented to request a \$20,000 NYMS-TA grant.
- New York Main Street Building Renovation Project
The NYMS Program operates as a reimbursement program and the NYMS Program Guidelines require matching funds for each participating building project. NYMS funds may reimburse up to 75% of total, eligible project costs for general building renovations up to a maximum of \$50,000 per building, or up to \$100,000 for a building renovation project involving direct assistance to a minimum of two residential units.
- New York Main Street Downtown Anchor Project
NYMS Downtown Anchor Project funds are available to reimburse up to 75% of a total, eligible project cost not to exceed \$500,000 in NYMS Downtown Anchor Project funds. The minimum NYMS Downtown Anchor request amount is \$100,000.
- New York Main Street Downtown Stabilization Project
NYMS Downtown Stabilization funds are available to reimburse up to 75% of a total, eligible project cost not to exceed \$500,000. The minimum NYMS Downtown Stabilization Project request is \$100,000.

Additional Resources:

For more information, applicants should contact the Office of Community Renewal at New York State Homes and Community Renewal, 38-40 State St, Albany, New York 12207, call (518) 474-2057, email HCR_CFA@nyshcr.org or visit the NYMS website: <https://hcr.ny.gov/new-york-main-street#funding-round-materials>

Office of Parks, Recreation & Historic Preservation

Environmental Protection Fund Grants Program for Parks, Preservation and Heritage (EPF)

Funding Available: Up to \$19.5 million

DESCRIPTION:

Title 9 NYCRR (sections 439.1 – 443.4) implements the Environmental Protection Fund (EPF) Act of 1993 (Title 9 of Article 54 of the Environmental Conservation Law), which created OPRHP's program for Parks, Preservation and Heritage Grants.

EPF Parks, Preservation and Heritage grant funding is available for the acquisition, planning, development, and improvement of parks, historic properties, and heritage areas located within the physical boundaries of the State of New York. Grants can fund up to 50% of the total eligible project cost; up to 75% if the project is located in a high-poverty area as defined below. Grant awards are capped at \$500,000. If the total project cost is greater than \$4,000,000, up to \$750,000 may be requested.

ELIGIBLE TYPES OF APPLICANTS:

- Municipalities
- State Agencies
- Public Benefit Corporations
- Public Authorities
- Not-for-profit Corporations that have tax-exempt status under the IRS code, are current with pertinent federal and state filings, and are pre-qualified in the Grants Gateway (see <https://grantsmanagement.ny.gov/resources-grant-applicants>).

The applicant must have an ownership interest in the project property:

- Where the applicant is not the property owner:
 - If the project is for planning only, the owner must grant the applicant any access necessary to complete the project.
 - If the project involves acquisition of the property, the application must include documentation of the owner's intent to sell, donate or transfer the property.
 - If the project involves improvement/development of the property, the owner must agree to sign the project agreement and any long-term protection document.
- If there are additional parties with an ownership interest in the property, including lien holders, all parties must agree to sign the project agreement and all lien holders must subordinate their interests to those of the State.

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT AND LONG-TERM PROTECTION

REQUIREMENTS: Funding under the EPF Parks, Preservation and Heritage Grants program is available for the activities and programs described below. An application will be evaluated in all categories for which it qualifies. Applicants should be alert to the requirements for each category for which they wish the application to be considered.

To ensure the public benefit from the investment of State funds, properties acquired or developed with grant funds will receive long-term protections, either through parkland alienation law, conservation easements, public access covenants or preservation covenants recorded against the deeds.

- **Parks Program** - for the acquisition, development or planning of parks and recreational facilities to preserve, rehabilitate or restore lands, waters or structures for park, recreation or conservation purposes and for structural assessments and/or planning for such projects. Examples of eligible projects include playgrounds, courts, rinks, community gardens, and facilities for swimming, boating, picnicking, hunting, fishing, camping or other recreational activities.
 - Public access covenants will be conveyed to the State for all park development projects undertaken by not-for-profit corporations.
 - Conservation easements will be conveyed to the State for parkland acquisition projects undertaken by not-for-profit corporations.
 - Parkland acquired or improved by a municipality must remain parkland in perpetuity. Information is available in the “Handbook on the Alienation and Conversion of Municipal Parkland,” located at <https://parks.ny.gov/publications/>, under Other Publications.
- **Historic Preservation Program** - to acquire, improve, protect, preserve, rehabilitate or restore properties listed on the State or National Register of Historic Places and for structural assessments and/or planning for such projects. All work must conform to the Secretary of the Interior’s Standards for the Treatment of Historic Properties and professional qualifications as defined in “Historic Preservation Terms and Professional Qualifications” available at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>.
 - Properties not currently listed but scheduled for nomination review at the State Board for Historic Preservation meeting of either June 10, 2021 or September 9, 2021, are eligible to apply for funding. Questions about, or proposals for, listing on the State or National Register should be directed to the OPRHP National Register Unit at (518) 268-2213.
 - Preservation covenants or conservation easements will be conveyed to the State for all Historic Preservation grants.
 - Grant funds cannot be used for constructing contemporary additions on a historic property unless that work will provide universal access and/or eliminate code deficiencies for access/egress, such as an elevator or stair tower.
 - Multi-purpose additions to historic buildings and free-standing new construction on historic properties are not eligible for this grant program.
 - The expense of packing/storing of furnishings and artwork is allowed when required to complete an awarded project for grant-assisted interior work, such as installation of a fire suppression system, or plaster/decorative finishes.
 - For projects on sectarian properties, grant assistance can fund only costs necessary for historically accurate restoration to restore and preserve the historic integrity of the historic property, and only to the extent that those costs exceed the cost of basic rehabilitation. Information and instructions on how to structure/present a sectarian project can be found at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>
- **Heritage Area Program** - for projects to acquire, preserve, rehabilitate or restore lands, waters or structures identified in the approved management plans for Heritage Areas designated under section 35.03 of the Parks, Recreation and Historic Preservation Law, and for structural assessments or planning for such projects where an active management entity has endorsed the project. For additional information about active Heritage Areas with approved management plans, including exact heritage areas boundaries and Heritage Area Contacts, go to <https://parks.ny.gov/grants/heritage-areas/default.aspx>.

- To ensure a public benefit from the investment of state funds, all Heritage Area grants will receive appropriate long-term protections either through parkland alienation law, or in the form of public access covenants, preservation covenants or conservation easements conveyed to the State.

ALLOWABLE COSTS:

All expenditures under these grants must be for goods and services procured in a manner so as to assure the prudent and economical use of public money in the best interests of the taxpayers of the State of New York, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. (see Successful Applicant Requirements below for additional information).

Eligible budget items include:

Pre-Development Planning and Design

- **Design Fees** and other **Professional Fees** are allowed for the preparation of construction documents and to satisfy other pre-construction requirements. **Pre-development** costs must be incurred during the project term or in the three years prior to the application deadline. In general, pre-development costs **should not exceed fifteen percent (15%) of the construction costs**.
- **Archeology** includes field work, report writing, curation of artifacts and interpretation. If your project includes any ground-disturbing activity (e.g., trenching, grading, demolition, new construction, etc.), it is very likely that an archeological survey will be required unless you can provide adequate documentation of prior ground disturbance. Your budget should take into account the need for an archeological survey. Contact your regional grants administrator (RGA) (at <https://parks.ny.gov/grants/contact.aspx>) or the archeology representative for your county (at <https://parks.ny.gov/shpo/contact/>), to determine the need and anticipated costs for archeology.
- **Project planning** is eligible for stand-alone funding in all three programs. This funding is intended for project-specific planning, such as preparing site designs and specifications, schematic drawings and conducting specific project-related environmental reviews (i.e., for rehabilitation of a historic property or structural assessment of a dock for public fishing), not for planning or environmental review processes of comprehensive Open Space, Management or Master Plans.

Construction

- Capital costs can include labor, materials and other necessary costs for permanent capital improvements to the property that are directly related to the recreational, conservation, historic preservation, and/or heritage development purposes of the grant program. The budget should be broken down by categories of expenditure, such as utilities/infrastructure, site preparation, landscaping, carpentry, etc.
- The budget may include purchase of permanent equipment necessary to achieve the project purposes (e.g., playground equipment, interpretive kiosks), but cannot include operational or maintenance equipment such as mowers or automotive equipment.

- The budget may include costs to undertake construction, such as rent/lease of heavy equipment, but cannot offset overhead and operating expenses, such as office rental.
- For historic preservation projects on sectarian properties grant assistance can fund only costs necessary for historically accurate restoration to restore and preserve the historic integrity of the historic property, and only to the extent that those costs exceed the cost of basic rehabilitation. Information and instructions on how to structure/present a sectarian project can be found at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>.

Acquisition

- The application must identify each parcel proposed for acquisition, the type of interest to be acquired (fee simple, lease, easement, etc.) and method of acquisition (purchase, donation or transfer from another use), number of acres and estimated fair market value of the parcel(s) documented by a written appraisal valuation (desktop appraisal or exterior only appraisal) by a qualified appraiser. Acquisition costs must be incurred during the project term or up to one year prior to the application deadline.
- Associated acquisition costs, such as the cost of **appraisals** (one appraisal is required for any parcel valued under \$300,000; two appraisals are required for any parcel valued at \$300,000 or more), **surveys, title search, legal fees, title insurance (required for this grant)** and, where a conservation easement is required, the cost of **title continuation and recordation** are eligible costs.
- In the case where multiple parcels owned by the same entity are to be valued, the appraiser will first determine the highest and best use of the parcels. The highest and best use analysis will determine if the parcels should be marketed as one unit or whether they would have a higher value if marketed separately. If the parcels should be marketed separately, then each one will require its own valuation. Under no circumstances should parcels owned by different entities be valued in the same appraisal.

Administration

- **Construction Supervision** costs are those associated with the coordination, supervision and scheduling of work to ensure projects are completed in conformance with design standards, construction contract documents, plans and specifications, and may be provided by a qualified member of the applicant's staff, the design professional who prepared the construction documents, or a clerk of the works.
- **Grant Administration** costs include expenses associated with administering the grant after it is awarded, such as preparing the project agreement, affirmative action, solicitation of Minority and Women-owned Business Enterprises (MWBs), and payment request documentation. In general, these costs **should not exceed ten percent (10%) of the grant amount**. The cost of preparing this application is **NOT** eligible.
- **Procurement Costs** include costs for assuring competitive pricing, such as costs for distributing Requests for Proposals and for public advertising for bids, including the cost of advertising in specialty publications, such as minority newspapers and appropriate construction publications.
- **Audit:** An accounting of grant expenditures and revenues is required. Generally, this is accomplished by detailed auditing of every payment request. Depending upon the grant award and complexity, the State may require an Agreed Upon Procedure Review

(AUPR) performed by a representative of the State or a Certified Public Accountant prior to the final reimbursement.

- **Project Sign:** All grant-funded projects, except for those funding planning only, must have a project sign noting the funding assistance. Signs are available for purchase through the State for approximately \$57.

INELIGIBLE COSTS (will be eliminated from the total project costs in the grant application):

- Work completed prior to award is not eligible for reimbursement or for match. There are two exceptions:
 - Professional services and materials purchased or donated, but not installed, up to three years prior to the application deadline may be applied toward the matching share.
 - Acquisition costs retroactive no more than one year prior to the application deadline are eligible costs.
- Comprehensive Planning/Master Planning/Management Plans/Open Space Plans.
- Application preparation.
- Contingencies, training, travel, OJT wages, working capital, marketing, taxes, interest, purchase of operational or maintenance equipment, salaries and wages, indirect costs, overhead or operating expenses, rent/lease are ineligible unless noted otherwise above.
- Fundraising events/expenses.
- Bond interest and associated fees. The interest associated with a Bond or Bond Anticipation Note (BAN) cannot be calculated into project cost, whether for reimbursement or local match.
- Lobbying expenses.
- Costs that are not adequately justified or that do not directly support the project.

MATCHING SHARE (APPLICANT SHARE) REQUIREMENTS:

This grant program is administered on a reimbursement basis. **Successful applicants will be expected to fund project expenditures upfront, then submit for reimbursement.**

Applicants must plan their financial arrangements accordingly.

Successful applicants are reimbursed for up to 50% of their eligible expenditures. For projects located in impoverished areas (as defined by 10% or more of the population below the poverty level according to the most recent Census data as provided in the "Poverty Level Table by ZIP Code Tabulation Area (ZCTA)" at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>), the reimbursement can be up to 75% of the eligible project cost.

All applicants are expected to raise their share within one year of the award, or risk cancellation of the grant.

Principal types of applicant share are:

- **Cash:** Includes grants other than this grant request.
 - Other Environmental Protection Fund grants (i.e., Climate Smart Communities, Water Quality Improvement Project, Local Waterfront Revitalization Program, Greenway Conservancy Trail Grant Program, etc.) cannot be used as match.
 - State and Municipal Facilities Program (SAM) funding cannot be used as a required match or be considered a local share but can be used to pay for additional

project costs that are over and above the award and required local match.

- **Force Account:** Applicant's payroll expenses itemized according to job title or job assignment on project. Grant recipients will be required to document time worked, tasks, pay ratio and payment (including components and percentage of fringe benefit rate).
- **Professional Services:** The value of services provided by professional and technical personnel and consultants. Three-year retroactivity applies.
- **Supplies and Materials:** The fair market value of items warehoused (not yet installed). Three-year retroactivity applies; use value current at time items were obtained.
- **Volunteer Labor:** Skilled and professional labor can be computed at the job rate. The value for labor (unskilled labor and work performed by professionals or skilled laborers in an area outside of their area of expertise) of an adult (18 and over) donating time to a project may be computed up to the amount identified as the Value of Volunteer Time for New York State
at https://independentsector.org/resource/vovt_state_2021/ (scroll down to the US map and click on/hover over NYS). For example, a lawyer donating legal services may compute the value based on the standard billing rate, but the value for the same lawyer donating time painting walls will be computed up to the amount identified as the Value of Volunteer Time for New York State.
- **Equipment Usage:** Valued according to its fair market rental cost in the project location.
- **Real Property:** The value of all property acquired, donated or converted from other purposes. One-year retroactivity applies to all three categories. For real property owned by the applicant and converted from other purposes, the value of such property may be included under the EPF budget, provided it has not been previously designated as parkland or otherwise used for purposes related to this project.

FUNDING PRIORITIES: Priority projects are those that clearly demonstrate and document:

- **Impact:** For park projects, the importance of the project to the community in terms of population served and need for facilities. For historic preservation, the extent to which the project will contribute to preservation of a historically significant property and its features. For Heritage Areas, the extent to which the project will enhance the visitor experience and address the resources and goals of the local Heritage Area.
- **Planning Initiatives:** For all projects, community support; consistency with state/region/community plans, including and especially the Statewide Comprehensive Outdoor Recreation Plan (SCORP); advancement of the general principles and goals of downtown revitalization, strategic community investment and/or environmental justice practices.
- **Reasonableness of Cost:** For all projects, sound administrative infrastructure/reasonableness of costs, including demonstration of project planning, administrative structures and a budget that reflects fiscal prudence and readiness to proceed.
- **OPRHP Commissioner Priorities for 2021:**
 - Projects that restore or conserve the natural communities where land meets water. Priority projects would focus environmental stewardship efforts on this interface zone, including but not limited to wetland restoration, natural or nature-based shorelines, fish and wildlife habitat, and riparian buffers.
 - Projects designed to enhance inclusion by removing barriers, providing accommodation, and expanding the visitor experience to provide welcoming

access for new visitors, including those previously marginalized. Examples include: enhanced gateways to parks and trails, multi-lingual and/or pictorial wayfinding signage; recreational and interpretive facilities serving people of diverse abilities; ADA compliance; private unisex bathroom facilities; reopening (i.e., modernize, rehabilitate, restore) shuttered recreational facilities in distressed neighborhoods, etc.

- Projects that enhance and/or create opportunities for walkable public spaces for recreation, fitness, community gardens and open space in underserved neighborhoods (i.e., build green space, revitalize existing athletic and recreational facilities, create and enhance amenities at community gardens and schoolyards).
- Projects that advance and/or complement transformational projects across the State, especially in disadvantaged communities, to address and prepare for the impacts of climate change. Priority projects would enhance outdoor recreation while: preserving open space; restoring natural communities, implementing climate resilient infrastructure, and reducing flood risk.
- Projects that are undertaken by OPRHP Friends organizations or other partner groups that occur in State Parks or Historic Sites.

Applicants are encouraged to use the online layered “Grants Map for CFA” accessed via <https://parks.ny.gov/grants/consolidated-funding-app.aspx> to help answer application questions in the CFA, including questions concerning how to identify the appropriate Regional Economic Development Council, ZIP Code Tabulation Area (ZCTA) and Poverty data, save and print or upload a 1:24,000 scale topographic or planimetric map, etc. for the project location. The instruction document, “Using the Grants Map for CFA,” outlines how to use the features of the layered map.

APPLICATION REQUIREMENTS:

The following documentation will be required with the application. **Applications lacking these attachments (or an acceptable explanation) are considered incomplete, and may cause the application to be deemed ineligible, or adversely affect the rating points assigned.** Depending upon the particular circumstances of your project, other attachments may be required. Still other attachments, while not required, may be essential to support rating points. All documents should be current to this grant cycle. See the **ADDITIONAL RESOURCES** section at the end of this document, and the Attachment Checklist at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>, for additional guidance on required documents as well as supporting documentation that is requested but not required.

For All Applicants:

- **State Environmental Quality Review Act (SEQR) compliance documentation:**
 - Not-for-profits must fill out the “Environmental Review Form” available at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>.
 - Municipalities must document or describe where they are in the SEQR process.
- **Photos** showing the project area
- **Schematic Site Plan**
- 1:24,000 scale **topographic or planimetric map** with the **subject property circled**

For All Not-for-Profit Applicants:

Pre-qualification in the Grants Gateway is required. Grant proposals received from nonprofit applicants that are not Prequalified in the Grants Gateway by the application

due date and time will not be evaluated. Such proposals will be disqualified from further consideration. Keep in mind the status may expire during the evaluation period, so it is a best practice to double check the status before the application deadline. Further information is available from the Grants Gateway at (518) 474-5595.

Disclaimer: New York State reserves 5-10 business days from the receipt of complete Prequalification applications to conduct its review. If supplementary information or updates are required, review times will be longer. Due to the length of time this process could take to complete, it is advised that nonprofits Prequalify as soon as possible. Failure to successfully complete the Prequalification process early enough may result in a grant application being disqualified.

For Not-for-Profit Applicants applying for a project under the Parks Program:

Except for projects on State lands, a resolution of municipal endorsement, passed by the governing body of the municipality in which the project is located, which stipulates the approval/endorsement of the application. For projects involving multiple municipalities, the endorsement is required from the municipality with planning jurisdiction (e.g., the county) and all municipalities owning affected property. See a sample of an acceptable resolution of "Municipal Endorsement" at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>.

For Historic Preservation Applicants:

Documentation of State/National Register listing or scheduled nomination review.

For Heritage Area Applicants:

Written approval/endorsement of the project by the local heritage area management entity, if it is not the project sponsor, is required with the application. The letter should reference the appropriate Heritage Area management plan and relevant Heritage Area resources and goals. For information about active Heritage Areas with approved management plans, including exact heritage areas boundaries and Heritage Area Contacts, go to <https://parks.ny.gov/grants/heritage-areas/default.aspx>.

For Applicants proposing to undertake work in a State Park or Historic Site:

Letter(s) of support from the **Regional Director AND Capital Facilities Manager**. One letter of support may be provided with both signatures.

For Applications including Acquisition (purchase, donation or transfer from another use):

- **Evidence of the owner's intent** to sell, donate or transfer the property.
- **A written appraisal valuation** (desktop appraisal or exterior only appraisal) by a qualified appraiser for all property that will be acquired or used as match as part of the proposal.

For Applications where Parkland is being Alienated:

If the project is located in a public park facility, all or part of which is being sold, leased, exchanged, donated, disposed of or used for other than public park purposes, a copy of the **proposed or enacted legislation authorizing the alienation**.

Attachments listed in the **APPLICATION REQUIREMENTS** section of the guidance document are required of every application as indicated. Following is additional guidance on required attachments. All documents should be current to this grant cycle.

State Environmental Quality Review Act Compliance (SEQR)

NOT-FOR-PROFIT CORPORATIONS: Complete the “Environmental Review Form” available online at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>. Also include with your application clear drawings, maps, or plans of existing and proposed natural and man-made conditions on the site and the areas immediately adjacent to the site.

MUNICIPALITIES: The municipality will be responsible for providing a completed SEQR review. The municipality will be the SEQR lead agency if OPRHP is the only other agency involved or will be responsible for initiating lead agency designation procedures if there are other involved agencies (e.g., the Department of Environmental Conservation (DEC) via a required permit). The lead agency is required to classify projects under SEQR, and make a determination of significance as follows:

- If your project is Type II, it is not subject to SEQR. If this is the case, provide a statement as to the classification of your project and the reason. If any permits are required, list them in your statement.
- If your project is subject to SEQR, consult SEQR regulations to determine if it is classified Unlisted or Type I.
 - If it is Unlisted, submit a completed Short Environmental Assessment Form (EAF) (Parts I-III).
 - If the project is classified Type I, submit a completed Full Environmental Assessment Form and either a negative declaration or a Final Environmental Impact Statement (FEIS) and SEQR Findings.
- If the project's impacts have been previously reviewed under SEQR, supporting documentation must be submitted (e.g., FEIS and SEQR Findings Statement).

Photos

Provide images (scanned photographs or born-digital; photocopies are not acceptable substitutes) showing the overall project area and documenting existing conditions. Include photos of any structures more than 50 years old within, or immediately adjacent to, the project area. Provide views to these features from the project site, as well as views of the project site from them. Photographs must reflect current conditions. Images that are freely available on the internet may not show current, actual conditions. Key all images to a schematic site plan (see below). For an optimal review of the project, photography tips and guidance can be found here <https://parks.ny.gov/grants/consolidated-funding-app.aspx>.

Schematic Site Plan

Provide a document that connects the narrative, photos, budget, and for a historic property the work detail, together pictorially.

For parks, a site plan that identifies the boundary of the park that is the subject of the application as well as how it relates to the surrounding areas (properties adjoining the site, roadways, water bodies, public access), what facilities are currently existing on the proposed site (arrows or legend to indicate type - baseball fields, playgrounds, pavilions, parking areas, public access to the site, links to surrounding areas via trails, etc. and location of those facilities within the park), and what facilities are being proposed (type and location); these would then be linked to photos showing the subject area and surrounding areas, the narrative describing the work being contemplated, and the budget showing estimated costs.

With historic properties, two dimensional plans or elevations which identify the areas of the structure or site with the conditions as they currently exist that are the subject of the application (i.e., arrows to mortar joints, cracks, bricks); these would have a legend or some other way to link back to photos which show the areas of concern, the narrative and work detail which describe both existing conditions and the proposed work to correct issues, and the budget showing the estimated costs to accomplish the work.

Map

Submit a 1:24,000 scale USGS or DOT planimetric map with the subject property circled. An 8½" x 11" section, copy, or printout is acceptable, so long as it shows at least 1:24,000 scale and is clearly marked as to scale and source, including Quad Name and/or Code. We recommend using the online, layered "Grants Map for CFA," accessed via <https://parks.ny.gov/grants/consolidated-funding-app.aspx> and the instruction document, "Using the Grants Map for CFA." Another source for downloadable, printable maps is the NYS GIS Clearinghouse <http://gis.ny.gov/gisdata/quads/>. In addition, you may submit any other site map that is available which will help to locate the specific project site.

Federal, Statewide, Regional and Local Planning Documents

Provide clearly marked excerpts in support of the project narrative AND documentation that the plans cited reflect current need (e.g., a copy of the resolution adopting or reaffirming the local plan if it is 5 years or older).

Community Support

Documentation of community support may include an official resolution by the governing body of the applicant, approving and/or endorsing the project and affirming public and community support for it; evidence of public participation, public outreach plan, press releases/announcements, public meetings, events, fundraising campaign plans. Provide copies of official project endorsements, partnerships and letters of support (especially those from people directly impacted by the project).

Planning Grants

To justify the proposed consultant costs, two estimates are required. For planning budgets involving just the preparation of plans and specifications, provide at least two professional estimates for the preparation of these documents or provide two professional estimates of the proposed construction costs or submitted construction bids and identify the percentage of the professional fee to prepare plans and specifications. For other planning projects (condition studies, Historic Structures Report, Cultural Landscape Report, feasibility study, etc.), submit two estimates and documentation of consultants' qualifications and/or licenses (for historic preservation professionals, see "Historic Preservation Terms and Professional Qualifications" available at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>).

Alienation Legislation

If parkland is being alienated (projects located in a public park facility, all or part of which is being sold, leased, exchanged, donated, disposed of or used for other than public park purposes), provide a copy of the proposed or enacted legislation authorizing the alienation.

SUPPORTING DOCUMENTATION:

Depending upon the particular circumstances of your project, other attachments may be required. Still other attachments, while not required, may be essential to support rating points.

All documents should be current to this grant cycle. See below for a list of supporting documentation.

- Evidence of local historic preservation or landmark designation
- Clearly marked excerpts from federal, statewide, regional or local planning documents
- Written documentation clearly identifying community need and involvement; if the local plan which identifies the need for the project is 5 years or older, provide evidence that the plan reflects current need (i.e., a copy of the resolution adopting or reaffirming the local plan)
- Documentation from State agencies regarding remediated brownfields, protected species, habitats, etc.
- Documentation of pre-construction planning, procurement of services, consultant qualifications, etc.
- Ground disturbance documentation
- All official project endorsements, partnerships and letters of support
- For stand-alone planning projects, justification of budget estimate

ATTACHMENTS TO SUPPORT APPLICATION:

As outlined above, your application requires you to upload supporting documents. Before you begin to prepare the supporting documents, go to the Documents tab within the Consolidated Funding Application to review size limits and acceptable file formats, including how to combine multiple files into a single file. *It is also advisable to use short naming conventions when labeling each file; longer named attachments may prevent the file from being opened.*

You may proceed with your application without uploading these documents. However, since supporting documents are required, you must return to the Documents section and upload the required documents before you can finalize and submit your online application.

For assistance scanning your documents, please contact the Regional Grants Administrator for your County at <https://parks.ny.gov/grants/contact.aspx>.

ADDITIONAL RESOURCES:

Go to <https://parks.ny.gov/grants/consolidated-funding-app.aspx> to view forms and resources containing additional instructions concerning attachments to the application. For more information, contact the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) Regional Grants Administrator (RGA) for your county (<https://parks.ny.gov/grants/contact.aspx>), or NYSOPRHPGrants@parks.ny.gov.

GRANT SELECTION CRITERIA: Each application will be reviewed for eligibility and, if determined eligible, will be rated according to the Grant Selection Criteria. Applications will be evaluated to assess the degree to which they meet the elements of each criterion below. A successful grant proposal is not expected to meet all of these criteria. Within each region, applications are ranked according to project category, competing only against others in their region and category. The Grant Selection Criteria are:

I. Project Impact (up to 30 points)

For Parks Projects:

- A. Need, as determined by a statewide assessment (0-5):
- For recreation projects: SCORP Relative Index of Needs

- For open space/conservation projects: NYS Open Space Conservation Plan

B. Community Impact and Need (0-25). The application should document both the extent of a need and how the project will address that need.

Population Served: Assess whether the project will primarily serve a densely populated area, an area where a substantial proportion of the population is of low income, and/or a population that is otherwise disadvantaged or underserved with respect to existing recreational opportunities. For example, will it meet the needs of an aging population, encourage participation by youth and teens, respond to population and social changes in the community, and/or ensure open and reasonable access to persons of various abilities.

Need for Facilities: Assess the degree to which local recreation, conservation or open space deficiencies will be addressed by the project. Evidence of need can include documentation of:

- For recreation projects: number of similar facilities in the service area; level of use of existing facility and anticipated level of use of proposed facility; condition of facilities, including evidence of physical deterioration, decay, neglect or disinvestment; emergencies, mandates or development pressure;
- For open space/conservation projects: protection of watershed, aquifer, animal or plant species, significant natural communities, or other natural, scenic or open space resources that are unique, rare, or of statewide or regional significance; wetlands, shorelines, unique areas, biodiversity areas, wildlife habitats, forested wildlife, flood plains; improved access to water or public fishing rights, trails or greenways; increased land for active recreation in existing or new parklands, buffer zone/viewshed to enhance or protect existing recreational or environmental resources; or a recognized brownfield site for park development.

For Historic Preservation Projects:

A. Level of Significance (0-15). Points are awarded based on the level and area(s) of significance of the property (as recorded in the State/National Register nomination or in the National Historic Landmark documentation), consideration of the significance of the specific feature(s) of the property to be addressed in the proposed project (e.g., a primary contributing resource versus a secondary contributing resource), and the extent to which the project protects, enhances or impacts that property and feature(s).

B. Severity/Immediacy of Threat (0-15). Points are awarded based on the type (e.g., deterioration, damage, demolition, inappropriate development), extent (e.g., isolated, widespread, accelerated), severity, immediacy, and degree (e.g., recent, on-going, imminent) of threat to the property from negligence, development pressure, inappropriate treatment, etc., and the degree to which the project addresses that need and ensures the long-term preservation of the property.

For Heritage Area Projects:

A. Addresses significant Heritage Area resources (0-5). Points are awarded based on how well the project contributes to the preservation, restoration or enhancement of natural, historic or cultural resources related to the Heritage Area's interpretive theme(s) as established in its approved management plan.

B. Addresses Heritage Area goals (0-15). Points are awarded based upon how the project addresses the Heritage Area goals of preservation/conservation, education/interpretation, recreation, and economic revitalization. At a minimum, a Heritage Area project will address one Heritage Area goal, but a typical Heritage Area project addresses two or more. Therefore, points should reflect both the number of goals met and how well they are met.

C. Enhances the Heritage Area Experience (0-10). Points are awarded based upon the degree to which the project directly serves or benefits heritage area visitors and users, enhances the function and visual quality of the heritage area, and/or contributes to the local economy.

II. Planning Initiatives (up to 10 points):

A. Community Support: Points are based on evidence of community support of and involvement in the project, including efforts to publicize and/or engage the community in project planning, such as:

- letters of support, especially those from people directly impacted by the project
- official project endorsements/partnerships and other evidence that the project is supported by local elected officials and community groups, such as Land Trusts, recreation committees, environmental councils, preservation boards, Friends groups, local activists
- press releases/announcements/publicity
- plans for public outreach or fundraising campaign
- news articles
- records of public meetings including project-specific meetings (such as press event), official government reviews (e.g., Community Board, Planning Board, etc.) and presentations to a group such as a neighborhood association or interest group

B. Consistent with Plans: In determining whether the project relates or contributes to documented plans, examine documents cited and submitted. For planning documents more than five years old, look for evidence that the plans are current and applicable. Relevant documents include, but are not limited to:

- NYS Open Space Conservation Plan as a priority project
- New York State Historic Preservation Plan
- New York Statewide Trails Plan/New York Statewide Greenway Trails Plan
- State or National Heritage Area Management Plans
- Local Waterfront Revitalization Program (LWRP)
- Recognized local Open Space Plan
- Local historic preservation ordinance/designations
- Community participation in the Certified Local Government (CLG) Program
- Other state/federal/local plans, such as Preserve America designation, Path Through History, etc.
- Community comprehensive or master plans or other local plans
- Project implements a prior Planning grant

- C. Project aligns with, reflects and/or advances the general principles and goals of downtown revitalization, strategic community investment and/or environmental justice practices.

III. Reasonableness of Cost (0-20). Project planning, administrative structures and budget demonstrate fiscal prudence and readiness to proceed. Is there a logical justification for all expenses? Does the budget narrative include an explanation for each budget line and clearly support the applicant's need for additional financial resources to achieve project outcomes? Does the budget include the required matching funds? Does the proposal describe how the grant recipient will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget?

A. Budget

- Budget in the application is complete, detailed, computed correctly and contains no extraneous or ineligible expenses.
- The budget is based on a cost estimate from a reliable source.
- Matching funds are on hand and/or application evidences a reasonable expectation that matching funds will be available as and when needed.

B. Readiness

- Necessary project planning and document preparation has been completed.
- Qualified project professionals, properly procured/hired, are on hand.
- Proposed project/work is appropriate and conforms to accepted professional standards.
- Application evidences viable strategy and resources for implementing/operating and maintaining the project in the future.

C. Feasibility

- Administrative structures are in place to handle grants.
- Applicant has proven experience in projects of similar scale and/or scope.
- Timeframe presented in application is reasonable to accomplish all aspects of the work and grant administration (including any necessary fundraising).

IV. OPRHP Commissioner Priorities for 2021 (0-10)

A. Projects that restore or conserve the natural communities where land meets water. Priority projects would focus environmental stewardship efforts on this interface zone, including but not limited to wetland restoration, natural or nature-based shorelines, fish and wildlife habitat, and riparian buffers.

B. Projects designed to enhance inclusion by removing barriers, providing accommodation, and expanding the visitor experience to provide welcoming access for new visitors, including those previously marginalized. Examples include: enhanced gateways to parks and trails, multi-lingual and/or pictorial wayfinding signage; recreational and interpretive facilities serving people of diverse abilities; ADA compliance; private unisex bathroom facilities; reopening (i.e., modernize, rehabilitate, restore) shuttered recreational facilities in distressed neighborhoods, etc.

C. Projects that enhance and/or create opportunities for walkable public spaces for recreation, fitness, community gardens and open space in underserved neighborhoods (i.e., build green space, revitalize existing athletic and recreational facilities, create and enhance amenities at community gardens and schoolyards).

D. Projects that advance and/or complement transformational projects across the State, especially in disadvantaged communities, to address and prepare for the impacts of climate change. Priority projects would enhance outdoor recreation while: preserving open space; restoring natural communities, implementing climate resilient infrastructure, and reducing flood risk.

E. Projects that are undertaken by OPRHP Friends organizations or other partner groups that occur in State Parks or Historic Sites.

V. Regional Economic Development Council Assessment (0-20)

VI. Statewide Assessment “Commissioner Points” (0-10)

A. Geographic Distribution. Consideration may be given to projects in areas that have or have not received funding in recent cycles or where funding is not commensurate with the population of the area. This will be based on the proximity to other funded sites and the diversity of projects being funded on a regional and local basis, as well as the service area of the developed or planned facilities.

B. Maximize Use and Accessibility. Consideration may be given to projects where funding will allow underutilized facilities to be accessed or to develop underutilized resources for public use. This will be based on the resources offered by the facility, the use of those resources and whether the proposed project will help the facility expand and enhance its public use.

C. Special Engineering, Environmental, Preservation Benefits. Consideration may be given to develop particularly significant resources and facilities or to develop innovative approaches to preserve valuable resources. This will be based on the type of resource being developed or rehabilitated; its rarity on a local, regional, statewide and national basis; the ability of an innovative technology to address an emergency or mitigate future problems; how well a technology can be “exported” for use on other properties and resources; and how/if the project will allow public access that would not otherwise be available.

D. Past Performance. Consideration may be given to how timely an applicant completed previous projects, including its reporting requirements; how successful it was in outreach, especially to minority- and woman-owned businesses; the ongoing upkeep and maintenance of the property; and its cooperation in allowing OPRHP to complete inspections and other follow-up activities.

TOTAL (0-100)

VII. Project in a Hudson River Greenway Compact Community (5% bonus).

Award points if the proposed project is located in a Hudson River Valley Greenway **Compact** Community, and the application documents that the project is consistent with the Greenway criteria of natural and cultural resource protection, regional planning, economic development, heritage and environmental education, and/or public access to the Hudson River (for information, go to: <https://hudsongreenway.ny.gov/community-planning> or the Greenway map at <https://hudsongreenway.ny.gov/system/files/documents/2018/09/greenway-mapsept-2018.pdf>).

AWARD CRITERIA DETAILS

- ELIGIBLE AREA, CITY, COUNTY, POPULATION LIMITS OR POPULATION TARGET TYPES:
Not less than \$10 million of the \$19.5 million appropriation must be awarded to projects located in densely populated and/or underserved areas. (Note: \$2,200,000 of the appropriation is directed to specific line items, leaving \$17,300,000 available for the competitive award program.)
- LIMITATIONS: While applicants may apply for more than one grant category funded under OPRHP'S EPF Program, no project will receive more than one grant award in any funding year. There is no statutory limit on the number of grants one property, or one applicant may receive, but in the interest of equity and fairness and in consideration of applicant capacity, applicants that have three or more open grants with OPRHP should not receive additional awards. **There is an administrative cap of \$500,000. If the total project cost is greater than \$4 million, up to \$750,000 may be requested.** Should project costs increase post-award, the grant award **will not** be adjusted upward.
- LONG RANGE GOALS: Special consideration should be given to projects that are referenced in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) or included in other state and local planning initiatives.
- PROJECT TERM COMPLETION DATES: Once all conditions of award are met (see SUCCESSFUL APPLICANT REQUIREMENTS below) and a contract is executed with the State, it is anticipated that acquisition and planning projects will be completed within one year and construction projects within two years; projects must be completed within five years from the date of the award of the grant. OPRHP will monitor the progress of project work and will recapture awarded funds if significant progress is not made.

SUCCESSFUL APPLICANT REQUIREMENTS:

Successful applicants are advised NOT to begin work until a project contract with the State has been fully executed. Proceeding without advance OPRHP approval will jeopardize grant reimbursement.

Certain conditions of award must be met to the satisfaction of OPRHP before a contract can be executed with the applicant/grantee. These will include, but are not limited to:

- Submission of a signed authorizing resolution that names the official(s) authorized to accept the grant funds and enter into and execute a contract (as well as long-term protection documents and other certifications, if required) with the State.
- Submission of a signed Prevention of Sexual Harassment in the Workplace Policy certification. The grantee's Authorized Official shall certify that the grantee (1) has and has implemented a written policy addressing sexual harassment prevention in the workplace and such policy meets the minimum requirements of section two hundred one-g of the labor law and (2) provides annual sexual harassment prevention training to all its employees. In addition, the grantee's Authorized Official shall certify the grantee

will make best efforts to retain contractors and/or sub-contractors for grant-related work that also meet the provisions of (1) and (2) above. Alternatively, if the grantee cannot certify the foregoing, the grantee's

Authorized Official shall so state and shall furnish a signed statement which sets forth in detail the reasons therefore. NOTE: Information, including model policy and training standards, is available on the New York State Department of Labor's website at: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

- Submission of a signed Non-Discrimination certification. The grantee's Authorized Official shall certify that the grantee does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. In addition, the grantee's Authorized Official shall certify that the grantee will make best efforts to retain contractors and/or sub-contractors for grant-related work that do not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Alternatively, if the grantee cannot certify the foregoing, the grantee's Authorized Official shall so state and shall furnish a signed statement which sets forth in detail the reasons therefore.
- Enrollment in New York State's electronic payment program for vendors. Information on how to enroll can be found here: <https://www.osc.state.ny.us/vendors/index.htm>
- Registration in the Grants Gateway.
- For not-for-profit grantees:
 - Maintenance of pre-qualification status in the Grants Gateway.
 - Documentation of current coverage or exemption for Workers' Compensation and Disability Insurance
 - Being current with pertinent filings under Section 501 of the United States Internal Revenue Code and the following New York State Laws, as applicable: Article 7-A of the Executive Law; Section 8-1.4 of the Estates, Powers and Trusts Law; Section 1508 of the Not-for-Profit Corporation Law; or Section 215 of the Education Law.
 - Valid New York State Vendor Responsibility Questionnaire.
- Evidence of ownership interest, including:
 - For development projects:
 - Property deed and affidavit of title or opinion of municipal counsel.
 - If the grantee does not own the property in fee, documentation of the ownership interest, such as a lease, management agreement, or memorandum of agreement.
 - For stand-alone planning grants where the grantee does not have any ownership interest in the property: the owner's written permission for the applicant to access the property as necessary to complete the project.
- Environmental and historic preservation reviews (including archeological review).
- Documentation of all necessary approvals to undertake the project.

Grant contracts will require that prior to commencement of project work, certain procedures must be followed, and documentation provided to and approved by OPRHP including, but not limited to:

- For any project involving ground disturbance (trenching, grading, demolition, new construction, etc.), prior ground disturbance documentation or an archeological investigation will be required.
- Acquisition projects require certification of clear title by the State.
- Any permits required from agencies such as the NYS Department of Environmental Conservation (DEC) or the US Army Corps of Engineers (COE) must be filed with the State before construction begins.
- OPRHP must accept/approve plans and specifications, bidding documents, competitive bidding, and solicitation of MWBEs, etc.
- All EPF projects are subject to New York State Education Law (Articles 145, 147 & 148) regarding the preparation of plans and specifications. Plans which include the design of buildings and/or structures, such as bridges, tunnels, and scenic overlooks, must be stamped, signed and dated by a Licensed Professional, as defined in New York State Education Law.

Project costs will be eligible for reimbursement only if the specified grant work is included in the approved contract, meets State standards and the expenditures are made in compliance with State requirements, including, but not limited to:

- Pursuant to Article 15A of the Executive Law, Minority and Women-owned Business Enterprises/Equal Employment Opportunity, grant recipients will be required to solicit MWBEs before commencing work and to document efforts involving MWBEs during the project term.
- Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money.
- All reimbursements for projects on property eligible or listed on the National or State Registers of Historic Places must be satisfactorily documented so that the State Historic Preservation Office can ensure work was done in conformance with the Secretary of the Interior Standards.
- At the discretion of the State, an Agreed Upon Procedure Review may be required by the State, performed by a representative of the State or a Certified Public Accountant.

Failure to comply with these requirements could jeopardize full reimbursement.

OPRHP staff will conduct periodic inspections, including a final inspection of the project, and may conduct post completion inspections as warranted to ensure the public benefit is maintained.

Recreational Trails Program (RTP)

Funding Available: Up to \$1.9 million

DESCRIPTION:

The **Recreational Trails Program** (RTP) provides funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The RTP is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). In New York State, the RTP is administered by the Office of Parks, Recreation and Historic Preservation (OPRHP).

The RTP is a reimbursement program, meaning that the applicant must finance the project while requesting periodic reimbursements. RTP grants provide Federal funding of up to 80 percent of the total project cost with a minimum 20 percent matching share.

The RTP funding is authorized in phases by the Federal Highway Administration. Project budgets and schedules must account for phased authorizations to comply with State and Federal requirements including but not limited to the National Environmental Policy Act (NEPA), State Environmental Quality Review Act (SEQRA), the "Uniform Act", and "Buy America" requirements.

Projects must be legally and physically accessible to the public or be a portion of an identified trail project which, when completed, will be legally and physically accessible to the public.

- All applicants **must** read the *RTP Guide* available online at <https://parks.ny.gov/grants/recreational-trails/default.aspx> for a detailed description of the RTP grant administration procedures.

ELIGIBLE APPLICANTS:

- Municipalities
- Pre-Qualified Not-for-Profit Corporations (<https://grantsmanagement.ny.gov/get-prequalified>)

PROJECT PHASE AUTHORIZATIONS

All projects will require phased Federal Authorizations. Project expenses are not eligible for reimbursement until the Federal Highway Administration has authorized that phase. All project activities must progress by project phase and only as authorized. Each phase must be completed before obtaining authorization for the next phase. Project managers should anticipate project costs, funding sources and reimbursement schedule when budgeting for project expenses. The OPRHP Regional Grant

Administrator will notify the grantee when they have received Federal authorization for each phase. Below is an overview of each phase (See the [RTP Guide](#) for more detailed information):

1. **Preliminary Design:** Defines the general project location and design concepts. Identifies the project elements in relation to property boundaries and existing features. Includes but is not limited to the preparation of the [RTP Design Report](#), environmental surveys and NEPA approval. The applicant's project manager is responsible for completion of the Design Report. Any work which falls outside the scope of the RTP funded project should be excluded from the Design Report. Design Report documents and project approvals are progressed through the OPRHP. OPRHP will obtain necessary approvals through FHWA.
2. **Final Design:** Includes the preparation of final construction plans and specifications for the performance of construction work. All necessary permits should be secured during

the Final Design Phase. Projects that do not include acquisition of real property may receive Right-of-way approval in Final Design Phase.

All RTP projects are subject to New York State Education Law (Articles 145, 147 & 148) regarding the preparation of plans and specifications. Plans which include the design of buildings and/or structures, such as bridges, tunnels, and scenic overlooks, must be stamped, signed and dated by a Licensed Professional, as defined in New York State Education Law.

3. **Right-of-way:** A Right-of-Way Clearance Certificate is required for every RTP project, which certifies that the project sponsor has the legal right to construct, maintain and operate the recreational trail for its intended use. It is the sponsor's responsibility to provide proof of these property rights and demonstrate that all proposed work will occur within the project limits. Evidence to support the current right-of-way status is required with the RTP application.

All RTP projects must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended. The acquisition of additional right-of-way itself does not need to utilize Federal funds for the rules to apply. When Federal funds are present anywhere in the project, the rules of the Uniform Act apply. This applies to donations as well as purchases.

4. **Construction:** Allows the project to proceed to construction. Project sponsors must use their own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations. Adequate supervision and inspection must be provided by the project sponsor to ensure projects are completed in conformance with design standards, construction contract documents, plans and specifications. OPRHP Regional Grant personnel will oversee administration of the project in accordance with applicable Federal laws, regulations and guidance during construction.

ELIGIBLE RTP PROJECTS:

All applicants must link their proposed project to one, or more, of the following categories:

- **Maintenance and restoration of existing trails** may include any kind of trail maintenance, restoration, rehabilitation, or relocation. This category may include maintenance and restoration of trail bridges or appropriate signage along a trail.
- **Development and rehabilitation of trailside and trailhead facilities and trail linkages** for recreational trails may include development or rehabilitation of any trailside or trailhead facility. Trailside and trailhead facilities must have a direct relationship with a recreational trail.
- **Purchase and lease of recreational trail construction and maintenance equipment** includes purchase or lease of any trail construction or maintenance equipment, including lawn mowers and trail grooming machines, provided the equipment is used primarily to construct and maintain recreational trails.
- **Construction of new recreational trails** may include construction of new trail bridges or installation of appropriate signage along a trail. Separate guidelines and approvals apply to the construction of trails on Federal land.
- **Acquisition of easements and/or fee simple title to real property** may include acquisition of old road or railroad bridges to be used as recreational trail bridges. However, 23 USC 206(g)(1) prohibits condemnation of any kind of interest in property (e.g. eminent domain). Therefore, acquisition of any kind of interest in property must be from a willing landowner or seller.

- **Assessment of trail conditions for accessibility and maintenance** authorizes specific projects to assess trails to determine the level of accessibility for people who have disabilities, and to assess trails for current or future maintenance needs.

TRAIL USE CATEGORIES

The RTP legislation requires that States use 30% of funds for non-motorized recreation, 30% for motorized recreation, and 40% for diverse recreational trail use. To provide flexibility in RTP project selection, the following categories are recognized for meeting this requirement:

- **Non-motorized use project:** A project primarily intended to benefit non-motorized recreational trail use, such as pedestrian, equestrian, or mountain biking. A project may be classified in this category if the project serves one or more mode of non-motorized recreational use. RTP projects serving various pedestrian uses (such as walking, hiking, wheelchair use, running, bird- watching, nature interpretation, backpacking, etc.) constitute a single use for the purposes of this category.
- **Motorized use project:** A project primarily intended to benefit motorized use. A project may be classified in this category if the project serves only one mode of motorized recreational use or more than one mode of motorized recreational use. A project may be classified in this category if the project also benefits some non-motorized uses (it is not necessary to exclude non- motorized uses), but the primary intent must be for the benefit of motorized use.
- **Diverse use project:** A project primarily intended to benefit more than one mode of recreational use, such as pedestrian and bicycling, or pedestrian and equestrian. A diverse use project may also include both motorized and non-motorized uses where motorized use is not the predominant use or when the motorized and non-motorized uses are separated by season, such as equestrian use in summer and snowmobile use in winter. Other examples include: a common trailhead project serving separate ATV and bicycle trails; or purchasing a machine to groom both snowmobile and cross-country ski trails.

PROJECT COST:

The applicant's funding request must not exceed 80% of the total eligible project cost including donated value of materials and labor. Grant funding will not be increased after an award is made.

The minimum and maximum funding guidelines are as follows:

- **Minimum** Federal funding request for maintenance, restoration, rehabilitation, development, construction, acquisition, and assessment projects: **\$25,000** (\$31,250 minimum total project cost).
- **Minimum** Federal funding request for equipment purchase-only projects: **\$5,000** (\$6,250 minimum total project cost).
- **Maximum** Federal funding request for all projects: **\$250,000** (\$312,500 minimum total project cost).

ELIGIBLE COSTS:

The total cost of each project may only include eligible costs. Eligible costs must be necessary and reasonable for the performance of the Federal award and be allowable under the principles outlined in the *Grant Management Cost Principles* outlined in the Code of Federal Regulations (CFR), Title 2: Grants and Agreements – Part 200 (2 CFR 200) Subpart E and Appendices. Refer to www.ecfr.gov for the full text.

INELIGIBLE COSTS:

Grantees may not use RTP funds to carry out any of the following activities.

- Condemnation of any kind of interest in property;
- Condemned Land as Matching Value: An RTP project may be located on land condemned with funds from other sources. However, it is not permissible to use the value of condemned land toward the match requirement for an RTP project;
- Planning and design-only project proposals, gap analysis studies, feasibility studies;
- Law Enforcement;
- Railroads: RTP projects will not be approved on railroad right-of-way on which the railroad tracks are in place, if trail users will traverse on or between the railroad tracks, except for providing railroad crossing in coordination with the railroad owner, operator, or State agency with jurisdiction over railroads;
- Roads: RTP funds may not be used for improvements to roads and/or bridges intended to be generally accessible by low clearance passenger vehicles (regular passenger cars), unless those roads/bridges are specifically designed for recreational use by the managing agency;
- Sidewalks: unless needed to complete a missing link between other recreational trails;
- Construction of any recreational trail on National Forest System land for any motorized use unless the land has been designated for uses other than wilderness by an approved forest land and resource management plan, or has been released to uses other than wilderness by an Act of Congress; and the construction is otherwise consistent with the management direction in the approved forest land and resource management plan;
- Construction of any recreational trail on Bureau of Land Management land for any motorized use unless the land has been designated for uses other than wilderness by an approved Bureau of Land Management resource management plan, or has been released to uses other than wilderness by an Act of Congress; and the construction is otherwise consistent with the management direction in the approved management plan;
- Upgrading, expanding, or otherwise facilitating motorized use or access to recreational trails predominantly used by non-motorized recreational trail users and on which, as of May 1, 1991, motorized use was prohibited or had not occurred.

INDIRECT COSTS:

Costs *not* directly attributable to the project, i.e. “indirect costs”, are *not* generally eligible for reimbursement (i.e. expenditures for the general operating or capital overhead of the Sponsor’s organization). In certain instances, indirect costs can be approved for reimbursement if the Sponsor’s indirect cost rates are approved by the Federal cognizant agency.

MATCHING SHARE REQUIREMENTS:

At a minimum, a local match is required for 20% of the total eligible project costs.

Contributions to the Matching Share must be necessary and reasonable for the accomplishment of the project and comply with the requirements of 2 CFR 200.306. Eligible Sources of Matching Share include cash, donations, eligible matching grant funds, force account (payroll of applicant), professional services, supplies and materials, volunteer labor, equipment usage/donation, and real property. The project sponsor is responsible for any increases in the total cost of the project. Grant awards will not be increased.

The RTP funds may be matched with funds available under other Federal funding programs, if the project is also eligible for funding under the other Federal program. Federal funds received by any project sponsor from another Federal program may be credited as if they

were the non-Federal share and may be used to match the RTP project funds up to 100 percent of the project cost. However, other Federal programs may require a non-Federal share, which must be adhered to as part of grant administration (see [RTP Guide](#) for examples).

CONTRACTING REQUIREMENTS:

OPRHP is responsible for contracting with the grantee. Federal authorization is required prior to OPRHP signing the New York State Master Contract for Grants. The earliest date of Federal Authorization serves as the start date for all RTP projects. All RTP construction contracts and sub-contracts must include the *RTP Federal Construction Contract Requirements*. When Federal, State and Local laws and regulations conflict, OPRHP must be contacted for consultation with the FHWA.

PROGRESS REPORTS:

Project sponsors must submit quarterly progress reports providing the status of the trail project. It is the responsibility of the project sponsor to submit progress reports to OPRHP. Failure to submit reports may result in withholding of reimbursements or repayment of previously reimbursed funds.

PROJECT MANAGEMENT:

One person should be assigned as the Project Manager (PM). This person will schedule the progression of activities, ensure timely completion of project tasks and address any problems or inquiries which may develop. The Project Manager will be the primary contact person for the submission of necessary reports, approvals, or requests for payments. The Project Manager *must* work closely with the OPRHP Regional Grants Administrator (RGA) to ensure proper interpretation of all project requirements. The Project Manager is responsible for providing adequate supervision and inspection, including materials inspection and quality assurance to ensure projects are completed in conformance with the construction contract documents, plans and specifications. The project budget should account for the costs associated with this requirement.

The grantee's Responsible Local Official (RLO) has ultimate oversight and responsibility for the project and is typically assigned the role of "Grantee Contract Signatory" in the Grants Gateway. The RLO may assign a Project Manager (PM) to be in responsible charge of the project. The Project Manager will report to the Responsible Local Official. The PM and the RLO may be the same individual, if the RLO has project management experience.

CONSULTANT SELECTION:

The selection of consultants and contractors is regulated by 40 USC 11 (The Brooks Act), which requires the award of Federally funded architectural/engineering contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications. 23 CFR 172 details the requirements of a Qualifications-Based Selection process. Article 9 Section 136-a of the State Finance Law contains provisions for the selection of consultants which is similar to the Brooks Act.

PROCUREMENT:

In accordance with 2 CFR 200.318, RTP project sponsors are expected to adhere to their own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations.

Project sponsors and their contractors must also adhere to the *RTP Federal Construction Contract Requirements*, including but not limited to, Buy America requirements (23 CFR 635.410).

REIMBURSEMENT PROCESS:

This is a reimbursement program; therefore, the grant recipient must pay 100% of the cost of any item before submitting a request for reimbursement of eligible expenses. Each request for reimbursement must not exceed 80% of the total eligible costs incurred. Only expenses incurred after obtaining Federal authorization and during the contract period are eligible for reimbursement.

Reimbursements will be made only for those items that were approved in the contract and cost estimate. OPRHP requires verification and justification of all expenditures including proof of payment, labor, materials, supplies and services. All reimbursement requests require documentation suitable for audit, which verify expenditures for work performed in accordance with contract documents and proof of payment accompanied by a signed certification from the project sponsor. Failure to submit necessary payment documentation may prevent approval of reimbursement.

OPRHP will only reimburse the final 10% of the approved maximum grant amount to the project sponsor after all required close-out documentation has been submitted, OPRHP has completed a final on-site inspection and the close-out documentation has been approved by OPRHP.

A minimum payment amount of no less than \$500, should be submitted for reimbursement every six (6) months. Failure to submit regular payments for reimbursement, or demonstrate progress, may result in termination of project funding and repayment of previously reimbursed Federal funds.

APPLICATION REQUIREMENTS:

The following documentation must be submitted, as applicable. Applications lacking these attachments, or an acceptable justification, are considered incomplete and may be deemed ineligible.

- **ALL APPLICANTS:**
 - **State Environmental Quality Review Act (SEQRA) compliance documentation**
 - **Not-for-profit corporations** must complete the *Environmental Review Form* available at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>
 - **Municipalities** must document compliance with SEQRA or provide status of SEQRA.
 - Type II – statement and justification.
 - Unlisted – Short Environmental Assessment Form (SEAF) – Parts I – III. <https://www.dec.ny.gov/permits/6191.html>
 - Type I – Full Environmental Assessment Form (FEAF) and either a negative declaration or Final Environmental Impact Statement (FEIS) and SEQRA Findings. <https://www.dec.ny.gov/permits/6191.html>
 - **Photos** showing the project area and/or the type of equipment to be purchased.
 - **Maps** at an appropriate scale to identify the project location and identify projects located in potential environmental justice areas. 1:24,000 scale topographic or planimetric maps are recommended. See:
 - Grants Map for CFA at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>
 - 1:24,000 Quad Maps at <http://gis.ny.gov/gisdata/quads/>
 - Potential Environmental Justice Area maps at: <https://www.dec.ny.gov/public/911.html>

- **APPLICANTS PROPOSING TO UNDERTAKE WORK IN A STATE PARK OR HISTORIC SITE:**
 - Letters of support from the Regional Director AND the Capital Facilities Manager. One letter of support may be provided with both signatures.
- **CONSTRUCTION, REHABILITATION, RESTORATION AND MAINTENANCE PROJECTS:**
 - A conceptual plan that identifies the project elements in relation to property boundaries and existing features.
- **WORK ON PUBLIC LANDS:**
 - Applicants submitting proposals for work on lands owned by a public entity are required to enter into a separate legal agreement with that public entity to undertake the work described in the RTP application. A copy of this agreement must be included with the RTP application. If the agreement is pending, then the draft agreement must be included.
- **WORK ON PRIVATE LANDS:**
 - Applicants submitting proposals for work on privately owned land must submit documentation of their property rights (e.g., deed, lease or easement).
 - If the applicant does *not* have all necessary property rights secured at the time of application, see “Property Acquisition and Easement Acquisition Projects” below.
- **PROPERTY ACQUISITION AND EASEMENT ACQUISITION PROJECTS:**
 - A copy of the letter delivered to all property owners describing the RTP project, which includes language that eminent domain will not be utilized should negotiations to purchase fail (*Sample RTP Notice to Owner Letter available online at <https://parks.ny.gov/grants/consolidated-funding-app.aspx>*).
 - A copy of letter(s) from the property owner(s) indicating willingness and intent to sell, donate or transfer the property to the applicant.
 - Documentation of the status of the property acquisition. Any property acquired specifically for an RTP project must be “Uniform Act” compliant.
- **PURCHASE OR LEASE OF EQUIPMENT:**
 - A brochure or price quote of the *general type* of equipment to be purchased or leased.
 - The equipment referenced in the application *may or may not* be the exact equipment purchased. A competitive procurement process is required after Federal funding is authorized.
 - A signed statement from the Responsible Local Official that all landowner permissions have been obtained (*Landowner Permission Attestation*).
 - For projects involving the purchase of motorized grooming or trail maintenance equipment for use on New York State lands: A signed statement by the agency of jurisdiction certifying that the use of such equipment is consistent with the policies and management plan for such properties.
- **CONSTRUCTION OF TRAILS ON FEDERAL LANDS:**
 - A signed letter of support from the Federal Agency having jurisdiction.
- **CONSTRUCTION OF MOTORIZED TRAILS ON NATIONAL FOREST SYSTEM LANDS:**
 - A signed statement certifying that the lands have been allocated for uses other than wilderness by the approved agency resource management plan or have been released to uses other than wilderness by an Act of Congress, and such construction

is consistent with the resource management plan.

- **INDIRECT COSTS**

- A copy of the Indirect Cost Rate Approval Letter from Federal Cognizant Agency.

APPLICATION SELECTION CRITERIA:

When award recommendations are finalized, OPRHP submits recommended projects to the Federal Highway Administration for approval. Grant awards are contingent upon Federal approval. The Grant Selection Criteria are listed below. The maximum total score is 100 points.

- A. Project provides for corridor sharing for motorized and/or non-motorized use (Maximum 4 points).
Key Consideration: The most important concern is that two or more trail use types are able to utilize the same trail corridor.
(4) Project involves motorized and non-motorized concurrent uses.
(2) Project involves two or more concurrent uses, either motorized or non-motorized.
(1) Project only accommodates a single trail use.
- B. Project provides for multiple uses in multiple seasons. (Maximum 4 points).
(4) Project provides for concurrent multiple uses in multiple seasons.
(2) Project provides for a singular use in multiple seasons.
(1) Project provides for a singular use in a singular season.
- C. Project provides new trails and trail connections in potential Environmental Justice areas and promotes downtown revitalization and strategic community investment (Maximum 6 points).
Key Considerations: The project is in a potential Environmental Justice area and promotes or advances downtown revitalization and strategic community investment.
(3) Project provides new trails or trail connections in potential Environmental Justice areas.
(3) Project demonstrates advancement of downtown revitalization and/or strategic community investment.
- D. Project is identified as a component of a statewide or national trail system or furthers a specific goal of the Statewide Comprehensive Outdoor Recreation Plan (SCORP), OPRHP Statewide Trails Plan, Statewide Greenway Trails Plan, or a local trail plan (Maximum 5 points).
Key Consideration: The degree to which the project is clearly identifiable as a priority for action, ties in with specific goals, priorities and implementation strategies, and/or complies with identified needs of the area.
(5) Project is a component of a statewide or national trail system as identified in the SCORP (e.g., National Scenic, Historic, Heritage Area or Recreational Trails, Empire State Trail, Canalway Trail).
(4) Project furthers a specific goal of the Statewide Trails Plan, Statewide Greenway Trails Plan, or State Snowmobile Plan.
(3) Project furthers a specific goal of, or is identified in, a regional or local transportation plan or other planning document.
(0) Project does not further the goals of any trails plan.
- E. Index of Need – based on the “Relative Index of Needs” table in the SCORP (Maximum 5 points).

Key Consideration: The project satisfies county recreation needs based on a statewide supply and demand assessment.

(0 – 5) points based on the average Relative Index of Need for pertinent trail activities.

F. Documentation of community support for the project (Maximum 5 points).

Key Consideration: The major concern is that this project is responding to community-identified needs and shows evidence of community support.

(0 - 5) Citizens or community groups where the project is located have participated in the planning of the project, demonstrated support for the project and/or will be involved in project implementation.

G. Project ties into other trails, greenways, scenic corridors, natural, cultural, historical or recreational areas (Maximum 6 points).

Key Considerations:

(a) Project is a component of or connects into the Empire State Trail, Hudson River Greenway, or other recognized state or national trail corridor.

(b) Project ties into a designated scenic corridor of National, State or regional significance.

(c) Project connects into other trails.

(d) Project links natural, cultural, historic or recreation areas or resources.

(6) Project meets at least three of the above criteria.

(4) Project meets only two of the above criteria.

(2) Project meets only one of the above criteria.

(0) Project does not meet any of the above criteria.

H. Project planning, design and schedule demonstrate an understanding of the program requirements and an ability to progress through the necessary phases and approvals appropriately (Maximum 6 points).

Key Consideration: The major concern is that the project is planned and designed in compliance with State and Federal requirements and will proceed efficiently through the necessary steps upon receiving Federal authorization for the applicable phases. There is no statutory limit on the number of grants one property or one applicant may receive, but in the interest of equity and fairness and in consideration of applicant capacity, applicants that have three or more open grants with OPRHP should not receive additional awards.

(3 – 6 points) Project schedule is clear, well planned and logical. Applicant has clearly demonstrated an understanding of the program requirements and an approach to implement the project in a timely, efficient and effective manner.

(0 – 3 points) Project planning and schedule is unclear, under-developed or unrealistic, either overly ambitious or under-achieving, based upon the information provided.

Applicant demonstrates a lack of understanding of the program requirements.

I. Project will utilize existing corridors, such as existing trail corridors, railroad right-of-way, canal towpath, utility lines, and parkways where the applicant clearly demonstrates their legal right to construct, maintain and operate the recreational trail for its intended use. (Maximum 4 points).

Key Consideration: The major concern is to maximize the use of existing corridors where the applicant has the legal right to implement the proposed project.

(4) The project will utilize an existing corridor, and the applicant has demonstrated clear legal property rights. Additional right-of-way is *not* required.

(2) The project will utilize an existing corridor, but the applicant does *not* possess sufficient legal property rights. Additional right-of-way *will be* required.

(0) The project will not utilize an existing corridor.

J. Project will improve the continuity of a trail system (Maximum 4 points).

Key Consideration: The concern is to encourage the expansion and integration of trails.

NON-MOTORIZED USE (Non-Motorized and Diverse Categories):

(4) Project is part of a trail system over 10 miles in length.

(3) Project is part of a trail system 5-10 miles in length.

(2) Project is part of a trail system less than 5 miles in length.

MOTORIZED USE (Motorized and Diverse Categories):

(4) Project is part of a trail system over 20 miles in length.

(3) Project is part of a trail system 5-20 miles in length.

(2) Project is part of a trail system less than 5 miles in length.

K. Project budget is reasonable, justified and cost-effective (Maximum 15 points).

Key Consideration: Points are determined by assessing the completeness of the project budget, the eligibility, necessity and cost-effectiveness of the cost items, and the availability of matching share.

(10 - 15 points) A detailed budget has been provided which contains only eligible and necessary costs. Estimates are justified, cost-effective and based on sound principles and experience. Matching share is identified and will be available for the project term.

(5 - 10 points) A complete budget has been provided but the basis for cost estimates is unclear or not cost-effective. Matching share is identified and will be available for the project term.

(0 - 5 points) A budget has been provided but contains ineligible costs or lacks the necessary details to determine eligibility, cost-effectiveness or matching share requirements.

L. Project addresses State and Federal program initiatives (Maximum 6 points, minimum 0 points).

(a) Project utilizes Qualified Youth Conservation or Service Corps.

(b) Project specifically provides enhanced recreational access for persons with disabilities.

(c) Project provides for the redesign, reconstruction, nonroutine maintenance, or relocation of recreational trails to benefit the natural environment or to mitigate and minimize the impact to the natural environment.

M. Regional Economic Development Council Assessment (Maximum 20 points)

N. Statewide Assessment Factors (Maximum 10 points)

The Commissioner may award up to ten (10) points for any of the following factors. All applications will be reviewed for their relevance to these factors:

- **Geographic Distribution.** Consideration may be given to projects in areas that have or have not received funding in recent cycles or where funding is not commensurate with the population of the area. This will be based on the proximity to other funded sites and the diversity of projects being funded on a regional and local basis, as well as the service area of the developed or planned facilities.
- **Maximize Use and Accessibility.** Consideration may be given to projects where funding will allow underutilized facilities to be accessed or to develop underutilized

resources for public use. This will be based on the resources offered by the facility, the use of those resources and whether the proposed project will help the facility expand and enhance its public use.

- **Special Engineering, Environmental, Preservation Benefits.** Consideration may be given to develop particularly significant resources and facilities or to develop innovative approaches to preserve valuable resources. This will be based on the type of resource being developed or rehabilitated; its rarity on a local, regional, statewide and national basis; the ability of an innovative technology to address an emergency or mitigate future problems; how well a technology can be “exported” for use on other properties and resources; and how/if the project will allow public access that would not otherwise be available.
- **Past Performance.** Consideration may be given to how timely an applicant completed previous projects, including its reporting requirements; how successful it was in outreach, especially to minority- and woman-owned businesses; the ongoing upkeep and maintenance of the property; and its cooperation in allowing OPRHP to complete inspections and other follow-up activities.

SUCCESSFUL APPLICANT REQUIREMENTS:

Successful applicants are advised NOT to begin work until Federal Authorization for the applicable project phase has been granted and a project contract with the State has been fully executed. Proceeding without FHWA and OPRHP approval will jeopardize grant reimbursement. Certain conditions of award must be met before a contract can be executed.

These include:

- Submission of a signed authorizing resolution that names the Responsible Local Official authorized to accept grant funds and execute a contract with the State.
- Documentation of compliance with the State Environmental Quality Review Act (SEQRA);
- And for not-for-profit organizations:
 - o Documentation of coverage or exemption for Workers’ Compensation and Disability Insurance;
 - o Current filings under Section 501 of the United States Internal Revenue Code and the following New York State Laws, as applicable: Article 7-A of the Executive Law; Section 8-1.4 of the Estates, Powers and Trusts Law; Section 1508 of the Not-for-Profit Corporation Law; or Section 215 of the Education Law; and
 - o [Valid New York State Vendor Responsibility Questionnaire \(VRQ\).](#)

ADDITIONAL RESOURCES:

Go to <https://parks.ny.gov/grants/> for additional information, including the *Recreational Trails Program Guide*, which contains an overview of RTP grant procedures. For more information, contact the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) Regional Grants Administrator for your county (<https://parks.ny.gov/grants/contact.aspx>), or NYSOPRHPGrants@parks.ny.gov.

Department of State

Local Waterfront Revitalization Program

Funding Available: Up to \$27.75 million

I. INTRODUCTION:

The Department is soliciting applications through the New York State Consolidated Funding Application (CFA) under Title 11 of the Environmental Protection Fund Local Waterfront Revitalization Program (EPF LWRP) from eligible villages, towns, cities located along New York's coasts or designated inland waterways or counties (with the consent and acting on behalf of one or more eligible villages, towns, cities) to advance the preparation or implementation of strategies for community and waterfront revitalization through the following grant categories:

- Preparing or Updating a Local Waterfront Revitalization Program (LWRP)
- Preparing an LWRP Component, including a Watershed Management Plan
- Updating an LWRP to Mitigate Future Physical Climate Risks
- Implementing a Local Waterfront Revitalization Program or a completed LWRP Component

The Local Waterfront Revitalization Program, at its core, provides for more sustainable and resilient waterfront communities and as such can serve to support our communities' economic development efforts to restart and continue the progress made before the impacts of COVID-19. The Department encourages eligible applicants whose coastal economies were impacted, or where a lack of public access to outdoor recreation created a challenge for communities, to submit projects that will support developing and strengthening these assets. Projects that create dynamic public areas, improve community parks and trails, and enhance recreational opportunities can provide a significant stimulus for the local economy and set the stage for community resiliency. Public investment in these types of projects can not only increase public access and enjoyment of the waterfront, but also spur private investment, create jobs, and grow the economy.

Applications to prepare or update an LWRP or LWRP Component may only include one LWRP per application. Applications for implementation projects should include one implementation project per application however, applications may include multiple implementation projects if the projects are similar in type/scope and clearly address a common critical issue identified in a relevant LWRP or LWRP Component funded by the Department. Separate grant applications should be submitted for a proposed planning project and a proposed implementation project. Applicants may submit more than one grant application.

The EPF LWRP is a reimbursement program. State assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department. Applicants must identify the amount, type and source of eligible local match, and demonstrate that it has been secured; failure to do so may result in a reduced award amount for qualifying applications.

Applicants are required to demonstrate that projects are ready to move forward. A contract period will not exceed five years. Special consideration for extensions due to extreme

extenuating circumstances will only be granted on a case-by-case basis and only if significant progress has been demonstrated. Only applications for projects that can be completed within five years will be considered. Applicants will be required to prepare and submit a project work schedule and timeline that includes major tasks and milestones with completion dates for each.

This Request for Applications is available on the Department's website:
<https://dos.ny.gov/funding-bid-opportunities>.

Proposed projects that are part of the following initiatives will be looked upon favorably:
Downtown Revitalization Initiative and Strategic Community Investment
Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues.

II. ELIGIBLE APPLICANTS:

Eligible applicants are:

- A village, town, or city located along New York's coasts or inland waterways as designated pursuant to Executive Law, Article 42.
- A county with the consent and acting on behalf of one or more eligible villages, towns or cities.

An eligible applicant may apply for general planning needed to advance any of the eligible activities listed below in Section V.

Applicants may partner with counties or other organizations; however, only applications from eligible applicants will be evaluated for funding. Only the eligible applicant will be awarded a contract. Applications submitted by not-for-profit organizations and for-profit organizations are ineligible and will not be scored.

For applications submitted by a county, with the consent and acting on behalf of one or more villages, towns, or cities, the county is required to attach either a letter or resolution from each eligible municipality participating in the project which demonstrates their consent and support for the application.

III. FUNDING OPPORTUNITY:

The Department is making approximately \$27,750,000 available to fund applications for the Local Waterfront Revitalization Program grants, up to \$4 million of which is available for updates to existing LWRPs to mitigate future physical climate risks. Approximately \$18 million of the

available funding will be awarded for projects which are in, or primarily serve, areas where demographic and other relevant data demonstrate that the areas are:

- densely-populated and have sustained physical deterioration, decay, neglect, or disinvestment; or
- where a substantial proportion of the residential population is of low income, or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities

IV. NEW YORK STATE SMART GROWTH PUBLIC INFRASTRUCTURE POLICY ACT

Awards made through this grant program shall be consistent with the State's Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law, Article 6), where applicable.

V. ELIGIBLE ACTIVITIES:

New York State's approach to managing waterfront areas recognizes that while State government can promote development and provide protection for critical resources and environments, municipalities are in the best position to determine their own waterfront objectives and to adapt statewide approaches to meet specific local needs. Accordingly, the Department, pursuant to the State Waterfront Revitalization and Coastal Resources Act, has encouraged waterfront communities to prepare Local Waterfront Revitalization Programs (LWRPs).

An LWRP is a comprehensive land and water use plan that expresses a vision for a community's waterfront area, addresses State Coastal Policy to reflect local or regional needs, and outlines the organizational structure, local laws, and projects necessary to implement the program. The State Coastal Policies, set forth in the State of New York Coastal Management Program are enforceable coastal policies for managing the State's coastal resources by preserving and using coastal resources in a manner that balances natural resource protection and the need to accommodate economic development.

New York communities are faced with increased risks related to climate change, such as more intense and frequent rain events and greater coastal storm flooding. The development of LWRPs provide the opportunity for communities to address risks from flooding, sea level rise, and storm surge through the incorporation of resilience measures such as the preservation and use of natural protective features and local laws that can guide appropriate land use to better avoid impacts of these natural hazards.

By preparing an LWRP, community stakeholders have the opportunity to evaluate local waterfront resources, develop goals and a comprehensive strategy for the best use of those resources, propose future projects, and adopt a local program that will guide appropriate development. Development of LWRPs can also provide a regional framework to cooperatively address revitalization issues and advance ongoing and emerging state initiatives including, but not limited to, regional economic development, community resilience and sustainability, smart growth, public health outcomes and environmental justice.

The benefits of preparing, and implementing an LWRP include development of a consensus-driven, unified vision for the community; technical assistance from the Department; increased chances for obtaining financial assistance from public and private funding sources; and, coordinated review between federal, State, and local agencies as appropriate for proposed projects and government actions within the LWRP boundary.

For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an eligible applicant must be currently preparing an LWRP or LWRP Component or have an approved LWRP or LWRP Component. The proposed project must be located within the LWRP boundary or LWRP Component boundary.

For construction of projects needed to advance eligible activities, an eligible applicant must have an approved or substantially completed LWRP or relevant LWRP Component. For the purpose of this solicitation, a substantially complete LWRP at a minimum must include complete draft LWRP Sections 1-4 which the public has been given two opportunities to review and comment on. The proposed project must be located within the LWRP boundary or LWRP Component boundary.

The list of coastal waterbodies and designated inland waterways is defined in NYS Executive Law, Article 42, Section 911 available at <https://www.nysenate.gov/legislation/laws/EXC/911>.

Preparing or Updating a Local Waterfront Revitalization Program (LWRP)

An LWRP is a comprehensive land and water use program that expresses a vision for the waterfront and addresses local conditions through State coastal policies to reflect local or regional needs and objectives and allow them to be enforced at the local level. Preparation of an LWRP is a principal means of implementing the State's Coastal Management Program and plays a significant role in addressing relevant issues for a given region or place, bringing to bear the resources and authorities of local governments and engaging the public in the management and use of resources having an ecological, physical, social, visual, or economic relationship to the waterfront.

The LWRP must plan for long term land and water uses for the local waterfront area and specify the legal techniques for implementation. Any of the local land use controls used in New York State, such as zoning, subdivision review, site plan review, cluster, historic preservation, planned unit development, and environmental regulation, may be used to implement the program. It is required that local governments adopt a local consistency review law to require that local agencies carry out their actions in a manner consistent with the approved LWRP. When estimating the budget to prepare an LWRP, it is recommended that adequate resources are included to complete all tasks in the generic work plan, potential new or revised zoning/land use regulations necessary to implement the LWRP, and legal review.

The Guidance Manual for Preparing Local Waterfront Revitalization Program in the Coastal Area is available at: <https://dos.ny.gov/system/files/documents/2020/02/lwrppreparationguidancemarch2019.pdf>, the State coastal policies are available at: <https://dos.ny.gov/system/files/documents/2020/02/coastalpolices.pdf> and the LWRP generic work plan which describes the tasks necessary to prepare a LWRP is available at: <https://dos.ny.gov/funding-bid-opportunities>.

Communities with an approved LWRP are encouraged to regularly update their LWRP to reflect changes in local conditions and community goals. An LWRP update can include a revision of all LWRP sections; focus on a specific section or issue; amend the LWRP boundary; reflect changes in land use; or identify new project proposals. An update to the LWRP will ensure the plan is current and well-connected to short and long-range community objectives.

Applicants may apply for funding to prepare, complete, or update an LWRP, using the LWRP Preparation Guidance, which may include:

- developing public consensus on a vision for the future of a region or a community through community visioning, public meetings and workshops, focus groups, charrettes, etc.
- identifying regional and local assets, potential risks, opportunities, and issues within the defined waterfront area with regard to: development and infrastructure; fish and wildlife habitats and resources; flooding and erosion hazards; resiliency; public access and recreation; historic and scenic resources; agricultural lands; energy and ice management; wetlands, water and air resources; and other social, cultural, economic and environmental interests
- developing goals that strike a balance between economic development and preservation to advance State coastal policies
- addressing and incorporating all applicable State coastal policies commensurate with local conditions and circumstances into a new or existing waterfront revitalization strategy or plan
- determining appropriate land and water uses to implement community goals and objectives for the waterfront
- recommending public and private projects to implement the LWRP
- providing the local organizational and legal structure, including the adoption of necessary zoning and local laws to implement the LWRP
- incorporating a NY Rising Community Reconstruction Plan or NY Rising Countywide Resiliency Plan, Long Term Community Recovery Plan or other resiliency plan

Preparing a Local Waterfront Revitalization Program Component

Preparation of an LWRP is a principal means of implementing the State's Coastal Management Program at the local level. While we encourage communities to complete a full LWRP inclusive of the consideration of all enforceable State coastal policies and local waterfront geographical areas, for some communities it may be appropriate to advance toward a complete LWRP in stages to address the most time sensitive and geographically significant priorities and policies.

LWRP Components will provide local governments with increased flexibility to better manage their coastal resources, help to develop local and regional capacity to effectively address revitalization issues through the LWRP process, and will further strengthen the NYS Coastal Management Program's and the Department's ability to work in partnership with local governments.

An LWRP Component focuses on one or more topic(s) or section(s) of an LWRP or its waterfront, provided that the program constitutes a discrete and cohesive, yet comprehensive, treatment of the subject or subjects addressed, which may be related to environmental, social, regional growth management, or economic conditions. An LWRP Component may focus on one or more State coastal policies that are relevant to the particular conditions and priorities in the municipality, address a significant geographic portion of the municipality's waterfront, or both.

The State coastal policies are available at:

<https://dos.ny.gov/system/files/documents/2020/02/coastalpolicies.pdf> and the LWRP generic work plan for reference is available at: <https://dos.ny.gov/funding-bid-opportunities>.

Applicants may apply for funding for planning activities to prepare a component LWRP using the LWRP Preparation Guidance, which may include:

- addressing select State coastal policies commensurate with local conditions and circumstances,
- determining appropriate land and water uses to implement community goals and objectives for the waterfront in support of furthering select State coastal policies
- developing public consensus on a vision for the future of a region or a community through community visioning, public meetings and workshops, focus groups, charrettes, etc.
- identifying regional and local assets and potential risks, and opportunities and issues within the defined waterfront area with regard to one or more of the following, as appropriate: development and infrastructure; fish and wildlife habitats and resources; flooding and erosion hazards; resiliency; public access and recreation; historic and scenic resources; agricultural lands; energy and ice management; wetlands, water and air resources; and other social, cultural, economic and environmental interests that address one or more of the coastal policies
- developing goals that strike a balance between economic development and preservation to advance State coastal policies
- incorporating applicable State coastal policies into a prior waterfront revitalization strategy or plan
- recommending public and private projects to implement the component LWRP, including public access projects and/or environmental protection projects
- providing the local organizational and legal structure, including the adoption of zoning and local laws to implement the component LWRP and advance the feasibility of future completion of an LWRP

Updating an LWRP to Mitigate Physical Climate Risks

Climate change, sea level rise, drought, increased frequency and intensity of storms, and the resultant effects from these weather related changes challenge communities and impact services on which residents and tourists depend. The health of communities rests on their ability to reduce or avoid harm and rebound from those impacts when they occur. Communities can move forward successfully only when they are prepared to respond quickly and strategically to changing conditions. An emphasis should be placed on regional strategy development.

Applicants with an adopted and approved, or partially completed, LWRP may apply for grant funding to update their LWRP, which may include updating coastal policies and projects, to mitigate physical climate risks. As part of updating an existing LWRP, an eligible community may consider planning activities including but not limited to the examples below:

- incorporation of an NY Rising Community Reconstruction Plan or NY Rising Countywide Resiliency Plan, Long Term Community Recovery Plan or other resiliency plan;
- assessment of risks associated with coastal/riverine flooding and erosion including impacts to wetlands, habitats, and other natural resources
- assessment of risks to critical infrastructure and systems such as water supply, sewage treatment plants, combined sewer overflows, electric utilities, transmission lines, dams, shoreline stabilization infrastructure and other in-water structures, and transportation systems

- assessment of potential impacts to economic sectors including recreation, tourism and agriculture
- assessment of relevant landscape attributes such as impervious surface area, vegetated stream buffers, water storage capacity, and forested land cover to improve resilience
- identification of strategies related to climate change/drought/sea level rise adaptation that can be implemented through both public and private actions
- identification of severe weather mitigation measures to reduce economic risk associated with or attributable to inaction
- identification of strategies to make health and social services more resilient on a daily basis and responsive during an emergency event
- identification of strategies/projects that will reduce the vulnerability of infrastructure to severe weather events
- identification of opportunities for modifying existing or developing new laws, regulations, policies and practices to reduce a community's vulnerability to natural hazards and climate change impacts and improve emergency preparedness, pre-weather event management or response protocols
- creation of development tools that optimize land use patterns to meet the needs of vulnerable populations and future growth demands
- identification of public education efforts concerning potential long term effects from severe weather event damage such as mold, desiccation, contaminated soils and aquifer impacts
- incorporating New York State sea level rise projections into local plans and projects
- consider issues such as risk assessment, combined benefits, critical facilities, value to the community, public health outcomes, and coordination of timing with other improvements within a regional context

Additional climate change and resilience resources are available at:
<http://opdgig.dos.ny.gov/#!/focus/resilience>.

Implementing a Local Waterfront Revitalization Program or Local Waterfront Revitalization Program Component

Applicants may apply for implementation funding for activities on publicly-owned property including but not limited to:

- construction projects necessary to implement an LWRP or LWRP Component
- site-specific community, waterfront redevelopment, and resiliency projects including design, construction and/or implementation activities related to identified projects in a comprehensive redevelopment program:
 - existing conditions analysis;
 - preparation of concept plans, site redevelopment strategies and RFP for redevelopment projects;
 - project-specific design, cost estimating, construction and permitting documentation;
 - site preparation and construction of public amenities and infrastructure; trails, launch sites and directly related infrastructure and improvements;
 - creation, expansion, or improvement of accessible parks, public gathering spaces and entertainment amenities;

- adaptive reuse of underutilized and abandoned buildings in public ownership;
- acquisition due diligence (e.g., title work, appraisals, surveys);
- development of design guidelines and standards;
- streetscape and gateway improvements, including but not limited to: pedestrian walkways, sidewalks, bike lanes and multi-use trails; crosswalks and other pedestrian safety enhancements, directional, informational signage; lighting, street trees, benches, planters, bicycle racks, trash receptacles, landscaping, and building facades;
- installing or ensuring access to secure bike or car parking near transit hubs or shuttle services;
- project-specific planning, feasibility, design, marketing or education (Scope of work for design projects should include completion of final design, permitting and bid documents.)
- developing regional, intermunicipal, or local Geographic Information Systems to improve management of coastal areas and resources, and improve impact prediction and assessment and mitigation and adaptation planning
- marketing, promotion, and economic feasibility and resiliency studies including marketing campaigns, brochures, website design;
- establishment of cultural, historic, arts, and entertainment districts
- implementation of priority actions to improve community resilience and reduce risks associated with sea level rise, erosion, storm surge and flooding
- amendment or adoption of local land and water use controls to improve community resilience to storm events and sea level rise
- incorporate climate resilience vision, goals and strategies into local plans and projects
- development of educational outreach/training materials and programs to improve community resilience to severe weather and sea level rise impacts
- engineering, design, and/or construction of projects to make public facilities more resilient to potential severe weather and sea level rise impacts
- projects for the conservation, restoration, and enhancement of natural protective features and processes such as flood plains, wetlands, vegetated buffers, living shorelines, dunes and sediment transport
- green infrastructure projects that address water quality and stormwater management such as rain gardens, bioretention areas, and porous pavement
- advancement of projects related to building or improving community resilience that advance LWRP policies.
- advancement of projects which celebrate the Bicentennial of the Erie Canal by creating new waterfront public access sites or improving and/or expanding existing sites along the NYS Canal System.

Applications to fund design and construction of wastewater treatment infrastructure or herbicide application are not eligible for funding and will not be scored.

The generic work plan which describes the tasks necessary to implement design and construction projects is available at: <https://dos.ny.gov/funding-bid-opportunities>. Approved LWRPs are listed at: <https://dos.ny.gov/local-waterfront-revitalization-program>

LWRP Component: Watershed Management Plan (Planning or Implementation)

A watershed management plan is a type of LWRP Component that produces a comprehensive plan to protect and restore specific waterbodies and their watersheds by identifying and prioritizing land uses and capital projects to reduce point and nonpoint source pollution, and protect or restore water quality, tributary corridors and aquatic habitats. As significant contributing areas surrounding and draining into a waterbody generally lie within more than one municipal jurisdiction, the preparation of cooperative, intermunicipal plans for a specific watershed can be an effective way to achieve local, regional and statewide goals. These plans can form the factual basis for the LWRP inventory and supports policy explanations dealing with water quality and water resources.

Local business, recreation, tourism, agriculture, industry, and economic development are dependent on high-quality water resources. Often, for communities surrounding a lake or embayment or those bordering a river or stream, good water quality significantly contributes to their economy. Regions are similarly dependent on their natural assets. Guiding activities to protect and promote natural and economic assets on an intermunicipal, watershed basis can be an effective way to make the most of human and financial resources to address concerns and to achieve shared goals. Networking with experienced local governments, agencies, and organizations leads to efficiencies that minimize the costs of protecting and restoring natural assets. The Department's guidebooks on waterfront revitalization and watershed planning are available at <https://dos.ny.gov/library>

Funds are being made available for the preparation and implementation of intermunicipal plans that identify and assess key assets, problems, threats, and municipal land use development controls and practices, emphasizing water quality improvement, protection, and restoration. Projects funded under this category are expected to have significant regional benefits.

Planning

Applicants may apply for grant funding to prepare or update an LWRP Component focusing on watershed management, that includes:

- identify connections between water quality protection, waterfront revitalization, and climate change mitigation and adaptation
- conducting public participation to develop consensus on issues and actions needed to advance revitalization and water quality goals
- inventorying, analyzing and characterizing the watershed including land cover, land and water uses, and infrastructure
- identifying and assessing key natural, cultural and economic assets
- identifying problems, impairments, and threats including nonpoint and source water impairments, invasive species, chronic flooding, harmful algal bloom, etc. and assessing their causes
- assessing and modeling of nonpoint source pollution to identify impairments including onsite waste water treatment systems and stormwater
- assessing land and water use controls (laws, programs and practices) to protect water quality and guide appropriate development
- quantifying the benefits of high water quality to local areas and the regional economy
- identifying issues and opportunities
- preparing strategies to protect water quality and promote sustainable economic development and community revitalization

- identifying local, state and other technical and financial resources needed for implementation of proposed projects and actions
- planning for the protection and promotion of natural assets on an intermunicipal watershed basis
- prioritizing projects and actions on an intermunicipal basis to improve and protect water quality
- developing systems to track implementation and measure and report on success
- preparing of a Health Impact Assessment to identify and evaluate public health outcomes of a strategy, approach, or project(s) contained in an existing Watershed Management Plan or one under preparation

Implementation

Applicants may apply for implementation funding for activities including but not limited to:

- implementation of priority actions to protect and restore water resources
- amendment or adoption of local land and water use controls to provide coordinated watershed management for protecting water quality
- development of education, outreach/training materials and programs to reduce causes of impairments and threats to water quality including the ecological and financial costs of nonpoint and source water impairments, invasive species, chronic flooding, and harmful algal blooms
- advancement of projects that preserve or restore natural landscapes that protect water quality and catalyze waterfront revitalization including advancing green infrastructure projects that lead to the preservation or restoration of natural landscapes, such as forests, floodplains and wetlands, and/or the reduction of watershed imperviousness and preservation of groundwater infiltration
- feasibility analysis, design or construction water quality projects
- public access projects
- environmental protection projects

Applications to fund design and construction of wastewater treatment infrastructure or herbicide application are not eligible for funding and will not be scored.

VI. REQUIREMENTS FOR IMPLEMENTATION AND CONSTRUCTION PROJECTS

For design and construction projects, the applicant must identify the current legal owner(s) of the site where improvements will be implemented. Grant funded design and construction work must be performed on public property or where a permanent public interest, such as an easement (e.g. public access, conservation) has been established, and the predominant purpose is to provide a public benefit. The applicant must attach proof of site control and/or permanent public interest. Applications that do not include this documentation will be found ineligible and will not be scored.

Construction projects must be in compliance with zoning and other applicable land use regulations. Property where improvements are made must remain available to the public and provide direct public benefit for the intended useful life of the project. Projects intended to be open to the public must be open to the general public and not limited to residents of the municipality receiving a grant. Signage to this effect must be provided at these sites. Where improvements are made to a building, access must remain available to the general public and provide a direct public benefit tied to waterfront revitalization.

Property improved with EPF LWRP grants that are sold or transferred out of public ownership and control prior to expiration of the intended useful life will require that grant funds be returned to the Department.

It is required that project design and construction be undertaken under the supervision of an architect and/or engineer licensed to practice in the State of New York. In addition, proper certification from a licensed architect or engineer, as appropriate to the task, will be required for the preparation of designs and specifications and for the submission of as-built plans upon completion of the project.

In addition to responsibility for compliance with local regulations, the grant recipient is responsible for complying with applicable State and Federal laws and regulations, including, but not limited to:

- State Environmental Quality Review Act;
- State Freshwater and Tidal Wetlands Acts;
- US Army Corps of Engineer permits;
- Coastal Erosion Hazards Areas Act;
- Floodplain Management criteria;
- State and Federal laws and regulations for Historic Preservation; and
- Coastal Zone Management Act (federal)
- Waterfront Revitalization of Coastal Areas and Inland Waterways (NYS Executive Law Article 42)

For construction only projects, the applicant is required to submit draft or final design documents with the grant application. Construction projects located within the New York State Coastal Area boundary must be consistent with State Coastal Policies or LWRP coastal policies if the LWRP has been adopted by the municipality and approved by the New York State Secretary of State.

Prior to the start of construction, the successful applicant will be required to install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign will need to remain in place for the intended useful life of the improvements undertaken.

VII. FUNDING AND BUDGET GUIDANCE

Determining Total Eligible Project Cost and State Funding Request

When estimating the total eligible project cost, the applicant should calculate the cost to complete each task included in the project scope of work which may include costs associated with project management and grant administration. As a reference, DOS generic work plans which describe tasks necessary to prepare an LWRP and implement design and construction projects are available at: <https://dos.ny.gov/funding-bid-opportunities>. The budget may only include eligible costs described below which directly support the project scope of work. Applicants are encouraged to obtain initial project quotes from a consultant with relevant professional experience and background to inform the budget.

Total Eligible Project Cost * % State Funding (either 0.75 or 0.85) = State Funds Requested

For example, if the total eligible project cost is \$200,000, the State Funds Requested would be \$150,000 and the Local Match would be \$50,000.

\$200,000 * 0.75 = \$150,000 State Funds Requested

$\$200,000 * 0.85 = \$170,000$ State Funds Requested for projects meeting Environmental Justice criteria (see below)

The minimum State assistance request per grant application is \$50,000 and the maximum State assistance request is \$5 million. Applications requesting under \$50,000 will be disqualified and will not be scored.

Eligible Costs

Costs must be adequately justified and directly support the scope of work for the proposed project. Proposed total project costs, including match components, must be essential to project completion. All costs will be paid on a reimbursement basis and must be documented.

Grant funds may be used for the following costs associated with the scope outlined in the application:

Personal Services – including direct salaries, wages, and fringe benefits for activities related to project work by municipal employees, including project management, capacity building, and grant administration. Fringe benefits must be outlined in the application and include the organizations' documented rate.

Non-Personal Services – including supplies and materials, travel, equipment, consultant/contractual services for direct project related costs, project management, capacity building, limited grant administration, and other goods and services.

Equipment –Equipment purchases will only be considered as an eligible cost if the equipment is essential to accomplish tasks included in project scope of work and is demonstrated to be more cost-effective than renting or leasing the equipment. The application should list each piece of equipment to be purchased with an estimated cost and how it will be used to accomplish project tasks. Equipment purchased with EPF LWRP grant funding cannot be sold without prior approval from the Department. If equipment purchased with EPF LWRP funds is sold without DOS approval, the Department may require that grant funds be returned to the Department. Equipment usage may only be used as local match.

Project management activities may include oversight and coordination of tasks needed to produce contract deliverables, coordination of Project Advisory Committee activities, consultant procurement and oversight, public outreach and providing technical assistance.

Capacity building may include: investment in existing staff, such as training, or automating systems that will improve a community's ability to carry out projects and/or deliver programs funded under this RFA; or developing sustainable organizational capacity, such as through creating and recruiting new positions or enlisting external professional assistance to oversee revitalization efforts. Allowable activities under capacity building shall be within the scope of the RFA and undertaken in direct furtherance of the purpose of the grant application.

Grant administration activities may include preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting

requirements. Grant administration may not exceed 15% of the award amount or \$50,000, whichever is less.

Land acquisition – land acquired (e.g., purchase or donation) may only be used as local match for projects that include construction and where the construction occurs on the acquired property. Land must be acquired within three years prior to the contract start date or within the executed contract term. Land acquisition is not eligible for match for projects involving only design and engineering. A map identifying the property, and if available, a current appraisal report documenting the property value and a copy of the recorded deed conveying title and ownership must be submitted with the application.

Ineligible Costs

The following costs will neither be accepted as the required local match nor reimbursed with grant funds:

Indirect or overhead costs of the municipality such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.

Salaries and other expenses of elected officials

Fund raising events/expenses

Federal funding

Other Environmental Protection Fund awards

Land acquisition (except as noted above)

Taxes, insurance, fines, deficit funding

Bond interest and associated fees. The interest associated with a Bond or Bond Anticipation Note (BAN) cannot be calculated into project cost, whether for reimbursement or local match.

Contingency costs

Lobbying expenses

Cost incurred prior to the contract start date

Costs that are not adequately justified or that do not directly support the scope of work for the proposed project

Failure to adequately justify direct project costs will render costs ineligible. Ineligible costs will be eliminated from the total project costs in the grant application.

Local Match

State assistance awarded and paid shall not exceed 75% of the total eligible cost for the project, except where the proposed project is located in an environmental justice community, in which

case state assistance awarded and paid shall not exceed 85% of the total eligible cost for the project. The total eligible cost of the project is the total of costs set forth in the grant application, less any federal assistance and other state assistance from the Environmental Protection Fund. In addition, the Environmental Protection Fund grants provided under this program may not be used as the local match for any federal or State grants without explicit written permission from the Department. Local match must be outlined in the application for consideration. State assistance payments will be made to grant recipients based on actual expenditures for eligible costs up to the amount of the grant awarded.

Volunteer services included in the local match are limited to those that are required to complete project tasks. Volunteer services must be listed in the application. Documented volunteer services (non-professional or administrative) may be valued at up to \$15.00 per hour. Credit for project related volunteer services requires submission of detailed accurate records using Department approved forms to account for volunteer services to be included as local match. Failure to do so will result in non-approval of accrued volunteer hours for documented match.

Paid and unpaid donated professional services included in the local match are limited to those that are required to complete project tasks and only when services provided are in direct relation to the profession of the individual providing these services. Donated professional services must be listed in the application. Professional or technical services, such as engineering, legal, design, planning, and project management services will be valued at a rate of \$60.00 per hour. Construction and other labor services will be valued at the prevailing wage rate set for the locality where the work is performed. Applicants must provide a description of the work to be undertaken by each individual and the reason for using a donated professional services rate rather than the volunteer services rate in the grant application.

Donated services that are not directly related to a profession will be considered as local match at the volunteer services rate. In all cases, detailed accurate records must be kept using Department approved forms to account for services to be included as local match.

Land acquisition – As detailed above, land acquired (e.g., purchase or donation) may only be used as local match for projects that include construction and where the construction occurs on the acquired property.

Environmental Justice

NYS Environmental Conservation Law § 54-1101 and NYS Executive Law § 42-918 dictate the local match requirements for the Department's Environmental Protection Fund Local Waterfront Revitalization Program (EPF LWRP) grants. These laws stipulate that state assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department.

For the purposes of determining local match rates for EPF LWRP awards funded under this solicitation, reference Potential Environmental Justice Area mapping created by the Department of State, Office of Planning, Development, and Community Infrastructure available on <https://dos.ny.gov/funding-bid-opportunities>. This mapping includes Potential Environmental Justice Areas delineated by the NYS Department of Environmental

Conservation using criteria described in DEC Commissioner Policy 29 on Environmental Justice and Permitting (CP-29) and additional areas delineated by the NYS Department of State, closely following the criteria described in CP-29, using the 2017 American Community Survey 5-Year Estimates.

Listed below is the Department policy used to determine if a CFA applicant is eligible to receive state assistance at a rate of 85% of the total eligible project cost:

- The Project Funding and Program Budget section in the CFA should clearly indicate the applicant is seeking State funding from the Local Waterfront Revitalization Program in the amount equal to 85% of the total project cost. This should also be clearly indicated in the LWRP Budget Summary & Detail spreadsheet, submitted as an CFA attachment.
- For applications to prepare or update an LWRP for one municipality, a portion of the LWRP boundary area must meet the environmental justice criteria for the grant to receive state assistance of 85% of the total project cost.
- For applications for design and construction projects, a portion of the project must be located within an Environmental Justice Area for the grant to receive state assistance of 85% of the total project cost.
- For applications that include multiple municipalities, every municipality must meet the Environmental Justice criteria for the grant to receive state assistance of 85% of the total project cost.
- Department GIS analysis must confirm the project is located within a Potential Environmental Justice Area as mapped by the Department on <https://dos.ny.gov/funding-bid-opportunities>. Confirmation will be determined during the application review.

Sub-contracts

Sub-contracts should be competitively procured based on the applicable provisions of New York State General Municipal Law. Bids should be inclusive of all costs related to the project, or portion thereof. Bids can be structured as deliverable based or line item (reimbursement) costs. Bid formats cannot be a mixed format.

VIII. AWARD METHODOLOGIES

Each application will be reviewed for eligibility and, if determined eligible, will be scored according to the application evaluation criteria. Applications deemed ineligible will not be scored.

A total score of 100 points is possible for any application, of which up to 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement. An application must score a minimum of 50 program criteria points out of a possible 80 points from the Department of State review to receive an award. REDC points are based on regional economic priorities and are assigned by the REDCs.

Approximately \$27,750,000 million is anticipated for award for this procurement, with up to \$4 million dedicated for updates to existing LWRPs to mitigate future physical climate risks. Approximately \$18 million of the available funding will be awarded for projects which are in, or primarily serve, areas where demographic and other relevant data demonstrate that the areas are:

- densely-populated and have sustained physical deterioration, decay, neglect, or disinvestment; or
- where a substantial proportion of the residential population is of low income, or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities

Award Methodology for Applications for Updating an LWRP to Mitigate Future Physical Climate Risks

Applications received for updating existing LWRPs for the purpose of mitigating future physical climate risks, will be scored within this grant category and funds will be awarded to eligible projects in rank order. Any remaining funds from this grant category will be utilized to fund applications received for other grant categories.

Award Methodology for Applications for Other Grant Categories

Applications received under other grant categories - preparing or updating a LWRP; preparing an LWRP Component, including a Watershed Management Plan; or Implementing an LWRP or completed LWRP Component – will be scored and funds will be awarded in rank order, to applications which receive a minimum of 50 program criteria points from the Department of State review, until available funds are exhausted.

The Department may make an award under the RFA in whole or in part and may offer partial funding if a particular phase of a project is not ready to move forward. The Department may offer partial funding to an applicant if its application cannot be fully funded within the funds remaining; if the applicant declines the partial funding, funding may be awarded to the next highest-scoring unfunded application. In the event that an awardee fails to satisfactorily negotiate a proper contract within a reasonable amount of time, that funding may be awarded to the next highest-scoring unfunded application.

In the event that another NYS agency fully funds a high scoring project through the CFA process, the awardee will receive funding from only one state agency. The Department will work with other NYS agencies to ensure that duplication of funding does not occur. In the event that an applicant receives full funding from another agency, the Department reserves the right to award full or partial funding to the next highest scoring unfunded application.

The opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 15 business days of notification of status of award.

In the event unsuccessful bidders wish to protest the award resulting from this RFA, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO), available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

IX. APPLICATION EVALUATION CRITERIA

Applications will be reviewed according to the specific criteria presented below.

Minimum Criteria

Eligible applicants are villages, towns, cities located along New York's coasts or designated inland waterways or counties with the consent and acting on behalf of one or more eligible

villages, towns, or cities. Applications will also be assessed to determine if the proposed project is an eligible activity and to ensure that the applicant has documented the ability to provide the required local match.

For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an eligible applicant must be currently preparing LWRP or LWRP Component or have an approved LWRP or LWRP Component. The proposed project must be located within the LWRP or LWRP Component boundary.

For construction of projects needed to advance eligible activities, an eligible applicant must have an approved or substantially completed LWRP or relevant LWRP Component. The proposed project must be located within the LWRP boundary or LWRP Component boundary.

Grant funded design and construction work must be performed on public property or where a permanent public interest, such as an easement (e.g. public access, conservation) has been established, and the predominant purpose is to provide a public benefit. The applicant must attach proof of site control and/or permanent public interest. Applications that do not include this documentation will be found ineligible and will not be scored.

Failure to meet these criteria will result in immediate disqualification of the application, which will not be further evaluated.

Program Criteria (maximum of 80 points)

Applications will be evaluated to assess the degree to which they meet the elements of each criterion.

The program criteria (with total available points) and elements are:

Local Waterfront Revitalization Program Implementation (maximum of 8 points)

- Project will implement a Local Waterfront Revitalization Program or an LWRP Component including design and/or construction projects that create dynamic public areas, improve community parks and trails, and enhance recreational opportunities.

Public Engagement and Partnerships (maximum of 4 points)

- Describes an effective approach and process that will be followed to ensure ongoing public participation and engagement during project development, including the involvement of partnering municipalities and the general public
- Demonstrates that the public and stakeholders who would be affected by, or who can advance the project, will be engaged in project planning and implementation
- Demonstrates support from stakeholder(s) directly impacted by project
- Creates or advances regional, intermunicipal, intergovernmental, public, private, or not-for-profit partnerships

Local Capacity and Previous Performance (maximum of 4 points)

- Demonstrates that an effective organizational structure exists to advance and complete the project
- Previously demonstrated capacity and effective organizational structure to manage more than one EPF LWRP project (Only pertains to applicants which have one or more open EPF LWRP contracts)

- Demonstrated high quality performance under previous EPF LWRP contracts, timely submission of contract deliverables, status reports and payment requests (Only pertains to applicants which have had previous EPF LWRP contracts)
- Demonstrated successful completion of EPF LWRP or other State grant awards (Only pertains to applicants which have had previous EPF LWRP or other State grant awards)

Public Benefit (maximum of 20 points)

Regional Significance (*maximum of 4 points*)

- Improves or protects natural, cultural or economic resources of regional significance
- Consistent with State coastal policies
- Ensures an appropriate balance between development, open space and natural resource protection within the regional context
- Advances efforts to resolve shared issues through creative intermunicipal partnerships
- Redevelops and/or revitalizes a regional center
- Provides a public facility of greater than local importance that will attract visitors within the region
- Advances the completion or implementation of a plan or strategy that addresses critical issues and opportunities of regional significance
- Advances regional strategies addressing carbon reduction/abatement, energy efficiency or renewable energy

Local Significance (*maximum of 4 points*)

- Advances an approved or substantially completed LWRP, or LWRP Component
- Creates or advances long-term community revitalization goals and capitalizes on assets, or identifies opportunities for addressing problems documented in an existing LWRP, LWRP Components, or Designated Brownfield Opportunity Area Plans where applicable
- Advances completion of a new phase of a project previously funded by EPF LWRP
- Creates or implements a plan for community resiliency
- Protects, preserves, enhances or restores archeological, historic and/or cultural resources
- Implements a public amenity that is an identified priority for a community
- Addresses environmental justice issues
- Advances the completion or implementation of a plan or strategy that addresses critical issues and opportunities of local significance

Public Value (*maximum of 4 points*)

- Improves or expands water dependent or water-enhanced public recreation opportunities or facilities
- Incorporates and advances pedestrian, bicycle and paddling trails that connect people to parks, nature and public spaces; and accessible neighborhood parks
- Improves or expands visual/physical access to public waterfront resources, provides new/enhanced public spaces, or enhances community character/visual environment
- Advances the completion of a plan or strategy that enhances the quality and availability of public resources within a community or region, including improving, protecting, and restoring water quality
- Ensures predictability in land use regulations and procedures or facilitates the siting of water dependent uses and facilities

- Promotes or implements access strategies that include integration of all income, ethnic and age groups
- Promotes positive public health outcomes and/or avoids or mitigates negative public health outcomes

Resiliency & Sustainability (*maximum of 4 points*)

- Improves community resiliency to a changing climate, including both adaptation and mitigation strategies to proactively address risks and reduce vulnerabilities and seeks solutions that provides multiple benefits and addresses multiple goals
- Incorporates and advances the benefits of nature through preservation and restoration of natural landscapes, and/or the use of green infrastructure and green infrastructure policies that reduce watershed imperviousness, and preserve groundwater infiltration
- Utilizes non-structural or natural-based measures approaches to promote shoreline resiliency. Only utilizes structural measures where non-structural or nature-based alternative measures have been proven to be inadequate to protect the principal use.
- Ensures that governmental decision-making is based on sound science and considers cumulative effects
- Promotes a mix of land uses and concentrates new development in urban centers where infrastructure and public services are adequate
- Provides a framework that encourages sustainable development or redevelopment of communities in appropriate locations outside of flood prone areas
- Incorporates consideration of sea-level rise, storm surge and flooding in project design to make public facilities more resilient
- Incorporates and advances carbon reduction/abatement, energy efficiency or renewable energy

Natural Resources (*maximum of 4 points*)

- Promotes conservation and protection of ecosystem integrity
- Protects, enhances or restores habitats including designated significant coastal fish and wildlife habitat, or natural protective features (wetland, floodplain, active river area, beach, dune)
- Protects, enhances or restores a scenic area of local or statewide significance
- Protects agricultural land as a resource that provides for farmland uses and open space
- Implements New York State's Coastal Nonpoint Pollution Control Program, or otherwise protects groundwater or surface water quality and hydrology
- Advances the completion of a plan or strategy that protects, restores, or enhances natural resources

Economic Value (*maximum of 6 points*)

- Generates economic activity, creates immediate and future jobs, offers realistic economic development potential, or contributes to restoration of municipalities' tax bases
- Advances the completion of a plan or strategy that enhances economic vitality in a community or region
- Provides for downtown/hamlet revitalization
- Supports water-dependent commercial and industrial uses, tourism development or agriculture
- Offsets municipal expenses by protecting ecosystem services
- Supports economic development to offset COVID-19 economic impacts

- Complements related activities and projects, and leverages funding under the Environmental Protection Fund, other New York State grant programs, federal grant programs, or other sources of public, not-for-profit and private funds
- Makes efficient use of/protects public investment in resources and infrastructure

Implementation (maximum of 18 points)

Scope of Work (*maximum of 6 points*)

- Clearly defines what is to be done, where and how it will be done, who will do it, and when it will be completed
- Identifies a set of clear and discrete tasks that show a logical approach for project completion
- Demonstrates sufficient experience and ability of key project personnel to successfully carry out the project
- Project deliverables are clearly defined and consistent with program objectives

Time Frame (*maximum of 6 points*)

- Demonstrates how the project will be completed within a maximum of five years or less
- Presents a clear and realistic schedule and timeline that includes major tasks, milestones and completion dates

Project Readiness (*maximum of 6 points*)

- Demonstrates the ability to proceed with project upon award
- Demonstrates preliminary work needed to advance the proposed project has been completed (for example, if a construction project, designs have been prepared, permits and/or other approvals obtained, or at least submitted, to facilitate construction)
- Identifies current legal owner(s) of site where improvements will be implemented
- Demonstrates site control has been established, if applicable (i.e. easements, acquisition etc.)

Evaluation of Budget and Cost (maximum of 20 points)

Applications will also be evaluated to assess the degree to which they meet the elements of each criterion below.

- Application describes and documents how the budget and cost were determined. Identifies the person(s) responsible for compiling the budget including relevant experience and background of all parties and the method/approach used to arrive at estimates (***maximum of 5 points***)
- Budget clearly demonstrates amount, type, and source of eligible local match and demonstrates identified eligible match sources have been secured. (***maximum of 5 points***)
- Budget includes adequate detail for all project components involved, is cost-effective, presents necessary and realistic costs, and does not contain extraneous or ineligible expenses. Budget is accurate and thorough. Budget narrative includes an explanation for the estimate of each budget line and clearly supports the applicant's need for financial resources requested to achieve project outcome. Budget narrative describes how the grant recipient will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget. (***maximum of 10 points***)

Note: Detailed and clear demonstration of local match is required at the time of application. Awards may be reduced or not made if applicant fails to document sufficient, eligible match.

Regional Economic Development Council Endorsement (maximum of 20 points)

Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as “endorsement standards,” and will assign each project a single score of 20, 15, 10, 5 or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at <https://regionalcouncils.ny.gov/>.

X. CONTRACT REQUIREMENTS

New York State Grants Gateway

Grant applicants are encouraged to register through the New York State Grants Gateway. To register, log on to <http://grantsreform.ny.gov>.

Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with the Department which includes an agreed upon work plan, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Attachment A along with Article 15-A of the New York Executive Law. The contract will: 1) be subject to approval by the Attorney General and State Comptroller; 2) require submission of final products in both hard copy and electronic format; 3) be subject to payment only upon proper documentation and compliance with reimbursement procedures; and all other contractual requirements. A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.

To ensure that funds are awarded to applicants that are ready to move forward, the Department reserves the right to rescind an award if the state contract is not signed and returned within a reasonable amount of time. There will be no contract advance available to grantees. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant

to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Record Retention and Audits

The successful applicant 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 with the Department. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree 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 advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority and Women-Owned Business Enterprise Utilization (MWBE)

Applicants must submit the MWBE Compliance Form with their application confirming their understanding of the MWBE requirement and agreeing to show due-diligence and make good faith efforts to provide meaningful participation by MWBE's, whenever possible, if awarded the contract.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start of the project. No extensions are anticipated. The earliest start date of contracts is April 1, 2021. Upon request by the grant recipient, with a showing of good cause, the contract start date may be set to a date in the future not to exceed 12 months beyond the contract execution date. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis.

Amendments

Amendments will not be made to the original contracted scope of work, for example, applicants that receive funding for general planning or for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

XI. SATISFACTORY PROGRESS

It is imperative that the grant recipient complete the project as set forth in the agreed upon work plan and individual monitoring plan. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, designs, permit applications, reports, or other tasks identified in the work plan within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving an executed contract and will not be able to complete the project within the time period cited in the application.

XII. GENERAL SPECIFICATIONS

1. By signing the “Application Form” each applicant attests to its express authority to sign on behalf of the applicant and to the accuracy of the information contained therein. Applications containing false or inaccurate information may be disqualified upon verification of information by the Department.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of any application indicates the applicant’s acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract.
4. Provisions upon default:
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice of the fact and date of such termination to the applicant
 - c. If, in the judgment of the Department, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice of the fact and date of such termination to the contractor. In such case, the contractor shall receive equitable compensation for such services as shall, in the judgment of the Department, have been satisfactorily performed by the contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work in which the contractor was engaged at the time of such termination, subject to audit by the State Comptroller.

5. The Department reserves the right, including but not limited, to:
- a. Reject any or all applications received in response to this RFA;
 - b. Withdraw the RFA at any time, at the agency's sole discretion;
 - c. Make an award under the RFA in whole or in part;
 - d. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA;
 - e. Seek clarifications and revisions of applications;
 - f. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA;
 - g. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
 - h. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments;
 - i. Change any of the scheduled dates;
 - j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective applicants;
 - k. Waive any requirements that are not material;
 - l. Negotiate with applicants responding to this RFA within the scope of the RFA to serve the best interests of the State;
 - m. If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the State;
 - n. Utilize any and all ideas submitted in the applications received;
 - o. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the solicitation;
 - p. Waive or modify minor irregularities in applications received;
 - q. Make awards based on geographic distribution;
 - r. Not to fund an application that fails to submit a clear and concise work plan or budget;
 - s. Adjust or correct cost figures with the consent of the applicant if errors exist and can be documented to the satisfaction of the Department;
 - t. Award more than one contract resulting from this RFA;
 - u. In its sole discretion, determine the total number of awards to be granted pursuant to this RFA
 - v. Offer partial or no funding to any applicant if its application cannot fulfill its proposed program within the funding restrictions herein;
 - w. Make additional awards if funding becomes available;
 - x. Require reporting on forms designed for use solely for this procurement;
 - y. Not to make any awards pursuant to this RFA. This RFA does not commit the Department to award any contracts, to pay the costs incurred in the preparation of a response to this RFA, or to procure or contract for services; and
 - z. Make awards based on disadvantaged and underserved community status.

Appendix 1

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

I. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the Department is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of Department contracts.

Business Participation Opportunities for MWBEs

The Department’s New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) utilization goal is 30%. For purposes of this solicitation, the specific MWBE goal and the breakdown between the Minority-owned Business Enterprise (“MBE”) and the Women-owned Business Enterprise (“WBE”) utilization goals shall be established post award and set forth in the Department contract, in the Attachment B “Budget” (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFA, the respondent agrees that the Department may withhold payment pursuant to any Contract awarded as a result of this RFA pending receipt of the required MWBE documentation.

The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/vendorsearchpublic.asp>. For guidance on how the Department will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker’s contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier’s contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a

Contract resulting from this RFA, such finding constitutes a breach of contract and Department may withhold payment as liquidated damages. 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.

By submitting a proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Department. As a contractor of New York State, you have a responsibility to utilize certified minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, proposal or contract documents. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

Applicants are required to submit the MWBE Compliance Form with their application.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

An MWBE Utilization Plan (**Form D**) or a Certification Letter (**Form D-1**) stating their commitment to show due-diligence to comply with the MWBE goals and requirements. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department for review and approval.

The Department shall review the submitted MWBE Utilization Plan or Certification Letter and issue a written notice of acceptance or notice of deficiency within 20 days of receipt of utilization plan or certification letter.

If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department, at the address provided below, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

Please see details under "**Additional Notices and Explanations Regarding the MWBE Program and this Request for Applications.**"

Department may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan or certification letter;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If Department determines that the respondent has failed to document good faith efforts.

Successful applicant(s) will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department, but must be made no later than prior to the submission of a request for final payment on the Contract.

Successful applicant(s) will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the New York State Master Grant Contract, Section IV (J) - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

- A. Submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (**Form A**) to the Department.
- B. Submit a Workforce Utilization Report (**Form C**) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Department on a quarterly basis during the term of the Contract, to the Bureau of Fiscal Management at: Email: dos.sm.mwbe@dos.ny.gov

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

Additional Notices and Explanations Regarding the MWBE Program and Successful Applications to this Request for Applications:

If your project is selected for an award, you will be required to show due diligence to comply with all the MWBE contractual requirements, including meeting the goals for certified MWBE firms participation as stated in your Contract and in accordance with NYS Executive Law Article 15-A.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting MWBE requirements established by the State of New York. The requested plan, as described herein, is intended to help an applicant think about how to comply with the regulations and provide information showing their due-diligence to comply with the MWBE requirements.

Successful applicants notified by the NYS Contract System (System) that a record for the submission of the utilization plan has been created, must comply with this requirement by entering the Utilization Plan data in the System through the Statewide Utilization Management Plan (SUMP) module.

If you are unable to comply with the MWBE goals, you must request a waiver of these requirements by submitting to the Department the REQUEST FOR WAIVER FORM E, found on the Department funding page, for processing. Please note that the following information will be required to secure the waiver (all items may not apply to your case, but provide information and documentation for those that apply):

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals related to this Contract.
3. A list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications.
4. A list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE participation levels.
5. Documentation of your search in the NYS Directory of Certified Firms (e.g.: Printouts, screenshots).
6. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified MWBEs. Any information and/or documentation to support the efforts to follow up with the MWBEs.
7. Copies of responses to your solicitations received by you from certified MWBEs
8. A description of any contract documents, plans, or specifications made available to certified MWBEs for purposes of soliciting their proposals and the date and manner in which these documents were made available.
9. Documentation of any negotiations between you and the MWBEs undertaken for purposes of complying with the certified MWBE participation goals.
10. Any other information you deem relevant which may help us in evaluating your request for a waiver.
11. The name, title, address, telephone number, and email address of your representative authorized to discuss and negotiate this waiver request.

12. Copy of notice of application receipt issued by Empire State Development (ESD), if subcontractors are not certified MWBE, but an application has been filed with ESD.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

II. SERVICE-DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

Brownfield Opportunity Area Program

Funding Available: Up to \$3.5 million

I. INTRODUCTION

The Department of State (Department) is soliciting applications through the New York State Consolidated Funding Application (CFA) from eligible municipalities, community-based not-for-profit organizations, and NYC Community Boards to complete: (1) a Brownfield Opportunity Area (BOA) Nomination for a community affected by known or suspected brownfields, (2) pre-development activities within a BOA where a Nomination forms the basis for a designation by the Secretary of State (referred to here as a State-Designated BOA), and (3) Phase II Environmental Site Assessments (SA) within a State-Designated BOA.

Brownfields include real properties where a contaminant is present at levels exceeding the soil cleanup objectives or where levels exceed other health-based or environmental standards, criteria, or guidance adopted by New York State Department of Environmental Conservation. The applicability of these regulations is based on the reasonable, anticipated use of the property. Known or suspected site contamination of real property can impede investment and redevelopment, making such property an economic and environmental drain on localities. Through the New York State Department of State Brownfield Opportunity Area (BOA) Program, these known and suspected brownfields are transformed from liabilities to community assets that generate businesses, jobs and revenues for local economies and provide new housing and public amenities.

The BOA program applies a neighborhood or area-wide approach, rather than the traditional site-by-site approach, to the assessment and redevelopment of known or suspected brownfields and other vacant or abandoned properties. The neighborhood approach enables communities to comprehensively assess existing economic and environmental conditions associated with brownfield blight and impacted areas; identify and prioritize community supported redevelopment opportunities; and attract public and private investment. The types of areas where program resources are being applied include industrial/manufacturing zones, commercial corridors, mixed-use neighborhoods, downtowns and waterfronts.

Through the BOA Program, communities are empowered to:

- Address a range of problems posed by multiple known or suspected brownfield sites;
- Build community consensus on the future uses for the area with an emphasis on strategic sites that are known or suspected brownfields;
- Establish sustainable goals and objectives for area-wide revitalization and for redevelopment of strategic sites;
- Identify and establish the multi-agency and private-sector partnerships necessary to leverage assistance and investments to revitalize downtowns, neighborhoods, and communities;
- Address environmental justice concerns and promote environmental equity in areas that may be burdened by negative environmental consequences; and
- Engage in activities to implement the community's vision after BOA designation by Department of State.

It is expected that BOA Nominations developed locally through this program will then be submitted to the Secretary of State in support of a request for BOA designation. BOA designation conveys certain benefits to an area that promotes redevelopment consistent with the vision, goals and

objectives outlined and reported in the BOA Nomination. Applications for pre-development and environmental site assessment activities are expected to implement the vision, goals and objectives of the State-Designated BOA.

The BOA Program is a reimbursement program. State assistance awarded and paid through the BOA Program shall not exceed 90% of the total eligible project costs set forth in the application and approved by the Department. Upon execution of a state-assistance contract, BOA Program grantees may request an advance payment of up to 25% of the total grant. Such advance payment requests are subject to the Department's approval and the availability of funds.

This Request for Applications is available at <https://dos.ny.gov/funding-bid-opportunities>.

Proposed projects that are part of the following initiatives will be looked upon favorably by the Regional Economic Development Councils:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Improving Access to Child Care

Despite record investments in child care, many New Yorkers still struggle to access high quality child care. This issue forces families to choose between quality child care and employment or places families in the position to use unlicensed child care providers. Applicants should provide any information about their project that works to improve access to child care.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues.

II. ELIGIBLE APPLICANTS

Eligible applicants are municipalities, community-based organizations and New York City community boards, as defined below:

Municipality – A municipality is defined as a city, village, town, county, local public authority, public benefit corporation, school district, or special improvement district, or an Indian nation or tribe recognized by New York State or the United States with a reservation wholly or partially within the boundaries of New York State.

Community Based Organization - A community-based organization must be a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code at the time of application. In addition, its stated mission must be to promote reuse of brownfield sites or community revitalization within the geographic area in which the community-based organization is located; it

must have 25 percent or more of its Board of Directors residing in the community in such area; and it must represent a community with a demonstrated financial need.

Community Board – A Community Board is unique to New York City and is defined and described in Section 2800 of the New York City Charter.

Joint Applications

Two or more eligible applicants are encouraged to work in partnership and jointly apply for funding for a BOA project that would improve an area of mutual interest or concern. Joint applicants should identify the municipality, community-based organization, or community board that the Department should recognize as the primary applicant for all purposes, including contract award.

III. FUNDING OPPORTUNITY

The Department is making approximately \$3,500,000 available for BOA Program grants for the eligible activities identified in Section IV, below.

State assistance awarded and paid to a grant recipient shall not exceed 90% of the total eligible project cost.

The maximum for each grant awarded under this solicitation is \$300,000. There is no minimum State assistance request.

IV. ELIGIBLE ACTIVITIES

Three types of activities are eligible for funding as BOA projects:

- (1) Development of a BOA Nomination,
- (2) Undertaking Pre-Development Activities within a State-Designated BOA.
- (3) Phase II Environmental Site Assessments within a State-Designated BOA.

An application may include multiple projects, however they must all be for the same type of activity as listed above. Eligible applicants wishing to apply for more than one type of activity should submit separate applications, one for each activity type.

(1) Development of a BOA Nomination

A BOA Nomination is a study that consists of a community vision, goals and strategies for revitalization of an area affected by a concentration of known or suspected brownfields. A full Nomination provides an in-depth and thorough description and analysis -- including an economic and market trends analysis -- of existing conditions, opportunities, and re-use potential for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and reuse potential of strategic brownfield sites that may be catalysts for revitalization. An integral part of a Nomination is a description of key findings and recommendations to promote area-wide revitalization and redevelopment of strategic sites, including specific projects, initiatives, regulations, and other actions. Nominations may also include, as appropriate, detailed analyses and recommendations to advance redevelopment of strategic sites such as conceptual site design, cost estimation, artist renderings, development of pro formas, and marketing strategies.

Achieving revitalization goals requires broad community support, strong partnerships, and sufficient local and regional capacity to overcome obstacles. Therefore, the preparation of a BOA Nomination is expected to include robust community and stakeholder engagement as well as specific actions to develop partnerships and build the local capacity necessary to realize implementation of the plan.

Applicants may apply for funding to prepare or complete a BOA Nomination that contains all the elements necessary to support a request for designation of the BOA by the Secretary of State and must commit to making such a request when the BOA Nomination is deemed complete by the Department of State.

Nomination elements required for designation of a BOA can be found in the BOA Designation Guidance, which is available on the Department's website at <https://dos.ny.gov/system/files/documents/2020/09/boa-designation-guidance-fact-sheet.pdf>

A generic BOA work plan which describes the tasks necessary to prepare a BOA Nomination is also available at <https://dos.ny.gov/funding-bid-opportunities>

(2) Undertaking Pre-Development Activities within a State-Designated BOA

Applicants may apply for funding for pre-development activities within a BOA that has been designated by the Secretary of State. These activities should advance the goals and priorities for revitalization and redevelopment of the area as expressed in the BOA Nomination completed for the State-designated BOA. A list of State-designated BOAs is available on the Department website: <https://dos.ny.gov/brownfield-redevelopment>

Eligible pre-development activities include:

- a) Development and implementation of marketing strategies;
- b) Development of plans and specifications;
- c) Real estate services;
- d) Building conditions studies;
- e) Infrastructure analyses;
- f) Zoning and regulatory updates;
- g) Environmental, housing and economic studies, analyses and reports; and
- h) Public outreach.

Pre-development activities should be well-defined with each activity, or set of related activities, being organized as a separate project component in the proposed scope of work. Each component shall have clearly defined deliverables and a detailed budget.

(3) Undertaking of Phase II Environmental Site Assessments within a State-Designated BOA

The purpose of a Phase II Environmental Site Assessment (SA) is to gather reliable information about a property's environmental condition in order to guide the grantee in making an informed land use decision under the BOA Program. The ASTM standard for Phase II Environmental Site Assessments does not include the level of technical specificity required to select and design a remedy for the property, but it does provide flexibility in determining the level of assessment and is appropriate for the land use planning stage of the redevelopment process.

Applicants may apply for SA funding within a State-designated BOA. A list of State-designated BOAs is available on the Department website: <https://dos.ny.gov/brownfield-redevelopment>.

For purposes of a SA, a site is defined around one or more areas of environmental concern and may include more than one contiguous tax parcel. The site must have definitive and identifiable boundaries. Each site for which SA funding is being sought must meet the criteria and conditions set forth herein. The completion of an environmental site assessment must advance the goals and priorities for revitalization and redevelopment of the BOA area. Phase II Environmental Site Assessments must meet the criteria established in the *Phase II Application for Site Assessment Supplement* and the following conditions.

To be eligible for a Phase II Environmental Site Assessment in the BOA Program, a site;

- cannot be on the Federal National Priority List;
- cannot be listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites as a Class 1 or 2 Site;
- cannot be a permitted Resource Conservation and Recovery Act site under ECL Article 27, Title 9. Interim status sites, however, are eligible;
- cannot be subject to an order for cleanup under Article 12 of the Navigation Law or Title 10 of Article 17 of the Environmental Conservation Law. If the property is subject to a stipulation agreement, relevant information should be provided; however, property will not be deemed ineligible solely on the basis of the stipulation agreement;
- cannot be subject to an enforcement action under a State or Federal remedial program;
- must be owned by party that is not responsible for site contamination. The owner must be either a **volunteer** or a **municipality**, as defined below:
 - o **volunteer** (as defined in the Brownfield Cleanup Program, 6NYCCR 375-3.2): an applicant other than a participant, including without limitation a person whose liability arises solely as a result of such person's ownership or operation of or involvement with the site subsequent to the disposal or discharge of contaminants, provided however, such person exercises appropriate care with respect to contamination found at the facility by taking reasonable steps to:
 - (i) stop any continuing release;
 - (ii) prevent any threatened future release; and
 - (iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination;
 - o **municipality** (as defined in the Environmental Restoration Program, 6NYCCR 375-4.2 and 4.3(b)(1)): a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or tribal nation recognized by the state or the United States with a reservation wholly

or partly within the boundaries of New York State, or any combination thereof. Such term shall not refer to a municipality that generated, transported, or disposed of, arranged for, or that caused the generation, transportation, or disposal of hazardous substance located at the proposed site.

A municipality is not considered a generator, transporter, or arranger:

- (i) for having rendered care, assistance, or advice in the course of an incident creating a danger to public health or welfare or to the environment as a result of any release of a contaminant or the threat of same; or
 - (ii) for having leased a site to another party that generated, transported or disposed of, or that arranged for or caused the generation, transportation or disposal of, any contaminant on such site unless such municipality knew that such other party generated, transported or disposed of, or arranged for or caused the generation, transportation or disposal of, such contaminant and failed to take any action to remediate, or cause the remediation of such contaminant;
- must be accessible to the applicant in order to perform the site assessment;
 - must be located within a State designated BOA.
 - must have been determined a “brownfield” by DOS during Step 2 of the BOA process. A “brownfield” is defined as any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant;
 - must require additional environmental information to determine technically and economically viable land uses for the BOA; and
 - may be contaminated as a result of an on-site or off-site source.

In determining site eligibility, the State will not consider the following:

- contamination of structures located at the site, due to stored materials, electrical appurtenances, lead paint, or asbestos, etc; or
- material not constituting “contaminants” as defined in 6NYCCR 375-1.2 (e.g. construction and demolition debris, abandoned consumer goods or material disposed at the site otherwise defined as solid waste as set forth in regulation).

Costs associated with the assessment of asbestos or lead paint inside a structure may be eligible if this information is required to determine technically and economically viable land uses for the BOA. However, if the scope of the site assessment is almost exclusively the assessment of indoor asbestos or lead paint, the proposed site assessment will not be eligible. In addition, no other costs associated with the assessment of indoor conditions (e.g. soil vapor) are eligible.

Department of State guidance on Phase II Environmental Site Assessments is found in the BOA *Site Assessment Supplement Package* which is available at <https://dos.ny.gov/funding-bid-opportunities>

Phase II Environmental Site Assessments (SA) applications will be evaluated on a pass/fail basis for eligibility and then evaluated per the scoring criteria outlined in Application Evaluation Criteria below.

Site eligibility for a SA in the BOA Program does not guarantee site eligibility in the New York State Brownfield Cleanup Program.

V. ELIGIBLE AND INELIGIBLE COSTS

Eligible Costs

Costs must be adequately justified and directly support the project. Proposed costs must be essential to project completion. Eligible costs include the following:

- (a) **Personal Services** – Personal services include direct salaries, wages, and fringe benefits of grantee employees for activities related to project work, including project management and grant administration. Fringe benefits must be outlined in the application and include the organization's documented rate.
- (b) **Non-Personal Services** – Non-personal services include consultant/contractual services for direct project related costs, project management, and limited grant administration; project-related supplies and materials; necessary travel; and other goods and services required to complete the project.

Notes:

Project management activities may include, but are not limited to, oversight and coordination of tasks needed to produce contractual deliverables, coordination of steering committee activities, consultant procurement and oversight, public outreach, and developing or providing local and/or regional capacity to advance revitalization goals.

Grant administration may include, but is not limited to, activities undertaken to comply with grant budgeting, record keeping and reporting requirements, such as preparation and submission of payment vouchers and other documents required under the grant. Grant administration may not exceed 15% of the award amount or \$50,000, whichever is less.

Sub-contracts for consultant/contractual services should be competitively procured based on the applicable provisions of New York State General Municipal Law and additional requirements as described in this RFA.

Ineligible Costs

Ineligible costs include the following:

- (a) Indirect or overhead costs, such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.

- (b) Salaries and other expenses of elected officials.
- (c) Costs incurred outside of the contract term.
- (d) Costs that are not adequately justified or that do not directly support the project.

Notes:

Ineligible costs will be eliminated from the total project costs in the grant application.

VI. PRE-SUBMISSION REQUIREMENTS

Requirements for all Applications

All applicants must submit a resolution adopted by the applicant's governing authority that authorizes submission of the application and identifies the title of the applicant's authorized representative. A standard resolution template is available on the Department website at the following address: <https://dos.ny.gov/funding-bid-opportunities>

Requirements for all Applications for Development of a BOA Nomination

Applicants requesting funding to develop a BOA Nomination must comply with the following minimum community participation activities prior to submitting an application: (1) provide a public comment period of at least thirty (30) days on a draft application; and (2) hold a public meeting on the draft application. Documentation demonstrating compliance must be submitted with the application, including a copy of a public notice for the comment period and meeting, a record of comments received, and the public meeting attendance list and minutes or summary of the meeting.

Requirements for all Applications requesting Phase II Environmental Site Assessment in a State Designated BOA

Applicants requesting funding for Phase II Environmental Site Assessments within a State designated BOA must submit a completed *Site Assessment Supplement* form and related attachments for each site for which funding is being requested.

Requirements for all Applicants from a Community-Based Organization

A Community-Based Organization must register and be pre-qualified through the NYS Grants Gateway on or before the application due date. Such applicants will be required to submit documentation of registration and pre-qualification with the NYS Grants Gateway, to include: (1) the Document Vault Identifier (i.e., GDV-XXXXX-XXXX); and (2) the State Pre-Qualification Application Status Report. Information on this process is available at: <http://www.grantsreform.ny.gov/Grantees>

An application submitted by a Community-Based Organization for funding to develop a BOA Nomination must include a resolution of support from the city, town or village with planning and land use authority over the proposed BOA, except that in New York City, the resolution of support must be from the community board or boards for the district or districts in which the proposed BOA is located.

VII. AWARD METHOD

A total score of 100 points is possible for any application (see VIII. Application Evaluation Criteria for more information).

The Department will fund the highest scoring applications until the allocated funds are exhausted. Approximately \$3,500,000 is anticipated for awards for 2021 BOA Program grants.

The Department may make an award in whole or in part and may offer partial funding if a particular component is ineligible or not ready to move forward. The Department may offer partial funding to an applicant if its application cannot be fully funded within the funds remaining; if the applicant declines the partial funding, funding may be awarded to the next highest-scoring unfunded application. In the event that an awardee fails to satisfactorily negotiate a proper contract within a reasonable period of time, that funding may be awarded to the next highest-scoring unfunded application.

In the event that another NYS agency fully funds a high scoring project through the CFA process, the awardee will receive funding from only one state agency. The Department will work with other NYS agencies to ensure that duplication of funding does not occur. In the event that an applicant receives full funding from another agency, the Department reserves the right to award full or partial funding to the next highest scoring unfunded application.

The opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 15 business days of notification of status of award.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, the applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO), available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

VIII. APPLICATION EVALUATION CRITERIA

Applications will be reviewed according to the specific criteria presented below.

Threshold Criteria

- a) The application must be submitted by an eligible applicant as previously defined.
- b) The application must be for an eligible activity as previously defined.
- c) Pre-submission requirements, as detailed in Section VI of this RFA, have been met.
- d) BOA Site Assessment Supplement (SA) Applications will be evaluated on a pass/fail basis for eligibility. SA applications that fail eligibility will not be evaluated under the Program Criteria and will be disqualified.

Applications submitted by ineligible applicants or where all eligible activities are ineligible will result in immediate disqualification of the application and the application will not be evaluated further.

Program Criteria (maximum 100 points)

Applications meeting the threshold criteria will be evaluated to assess the degree to which they meet all program criteria. “BOA project” or “project” used herein means the eligible activity or activities proposed for funding in an application.

(1) Applications to prepare a BOA Nomination: Presence and Impact of Known or Suspected Brownfields (maximum 12 points)

- Extent to which the area demonstrates presence of known or suspected brownfields, including vacant, underutilized, deteriorated and abandoned properties.
- Extent to which evidence is presented of economic distress, risk to public health, or other negative impacts of the known or suspected brownfields on the proposed BOA.
- Extent to which area contains known or suspected brownfields that present strategic opportunities to stimulate economic development, community revitalization or the siting of public amenities.

OR

(1) Applications for pre-development projects and phase II environmental site assessments within a State-Designated BOA: Community Vision and Strategic Opportunities (maximum 12 points)

- Extent to which the proposed project will advance the vision and goals of the BOA program as defined by the community in the BOA Nomination for the area.
- Extent to which the project is consistent with the objectives, desired redevelopment and priorities for investment stated in the BOA Nomination.
- Extent to which the project relates to strategic opportunities presented by brownfields to stimulate economic development, community revitalization or the siting of public amenities.

(2) Indicators of Economic Distress (maximum of 6 points)

The State-Designated BOA or the proposed brownfield opportunity area is characterized by one or more of the following:

- Poverty rate over 15 percent.
- Median family income less than 50 percent of the surrounding area’s median income.
- Unemployment rate 125 percent or greater than the statewide unemployment rate.
- 25 percent or more of the area is vacant, abandoned, or otherwise available for industrial or commercial development.
- Located in a federally-designated Opportunity Zone or an Environmental Zone (En-Zone) as defined by the New York State Department of Environmental Conservation.
- Demonstrated disparity compared to the surrounding community when comparing income, property values, vacancy rates, or other relevant indicators of distress.

(3) Local Capacity & Partnerships (maximum of 6 points)

- An effective organizational and staffing structure exists to advance and complete the project.
- Support of the project by multiple entities, including but not limited to municipalities, community-based organizations, and/or NYC Community Boards is demonstrated.
- Project will be carried out jointly by a municipality and a community-based organization and/or NYC Community Boards in partnership.

(4) Public and Stakeholder Support *(maximum of 6 points)*

- Local leadership supports and is committed to the goals of the BOA project.
- Evidence is provided of public support for the project.
- Evidence is provided of support from stakeholder(s) directly impacted by the BOA project.

(5) Economic Value *(maximum of 8 points)*

- The project identifies explicit opportunities to assist the community with economic recovery from the impacts of the COVID-19 disaster.
- An ability to support small businesses with long-term economic recovery from the COVID-19 disaster is demonstrated.
- The project offers strategic opportunities to stimulate economic development through redevelopment of known or suspected brownfields.
- The project has potential to generate new and expanded economic activity in the proposed or State-Designated BOA and in the surrounding region.
- The project has potential to increase housing choice for new and existing residents.
- The project has potential to expand job opportunities and eliminate barriers to employment, especially in distressed and high-need areas.
- Planned or actual efficient use or protection of public investment in resources and infrastructure is described.
- Leverage or potential leverage of direct or indirect private investment is demonstrated.

(6) Environmental Value *(maximum of 6 points)*

- The project will promote positive public health outcomes and/or avoid or mitigate negative public health outcomes, especially in underserved and distressed communities, through the clean-up of significant brownfield sites and other activities.
- Proposed actions have the potential to mitigate the impacts of climate change through reduction of carbon emissions and/or increase in community resiliency.
- The project includes the potential to enhance, protect or restore natural resources and promote green infrastructure.

(7) Public Value *(maximum of 6 points)*

- The project supports a mix of land uses and concentration of new development in urban centers where infrastructure and public services are adequate.
- Potential to expand access to public open space, historic and cultural resources, and other public amenities in underserved areas is described.
- Dynamic, diverse neighborhoods may result from creating opportunities for development of transformative housing, transportation and community projects that include integration of all income, ethnic and age groups, including new Americans (immigrants and refugees) and veterans.

(8) Scope of Work *(maximum of 10 points)*

- A list of project deliverables is included, that is consistent with program objectives.
- The scope of work clearly defines what is to be done; where and how it will be done; who will do it; and when it will be completed.
- The application includes a realistic schedule and timeline that includes major tasks, milestones, and completion dates.
- An effective approach and process that will be followed to ensure ongoing and inclusive public participation and engagement during project development is described.

- Demonstrates that the public and stakeholders who would be affected by, or who can advance the project, will be engaged in project planning and implementation.

(9) Evaluation of Budget and Cost (*maximum of 20 points*)

- The application describes and documents how the budget and cost were determined and identifies the person(s) responsible for compiling the budget including the relevant experience and background of all parties and the method/approach used to arrive at estimates. (*Maximum of 5 points.*)
- The budget narrative clearly demonstrates amount, type, and source of eligible local match and demonstrates identified eligible match sources have been secured. (*Maximum of 5 points.*)
- The budget includes adequate detail for all project components involved, is cost-effective, presents necessary and realistic costs, and does not contain extraneous or ineligible expenses. Budget is accurate and thorough. Budget narrative includes an explanation for the estimate of each budget line and clearly supports the applicant's need for financial resources requested to achieve project outcome. Budget narrative describes how the grant recipient will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget. (*Maximum of 10 points.*)

(10) Regional Support (*maximum of 20 points*)

- The REDC for the region in which the project is located, and which is comprised of local experts and stakeholders from business, academia, municipal, and non-governmental organizations, will rate the degree to which the project advances the regional strategic plan and aligns with regional priorities.

IX. NEW YORK STATE SMART GROWTH PUBLIC INFRASTRUCTURE POLICY ACT

Awards made through this grant program shall be consistent with the State's Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law, Article 6), where applicable.

X. CONTRACT REQUIREMENTS

Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with the Department, which includes this Request for Applications, the successful applicant's proposal, an agreed upon work program, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Attachment A along with Article 15-A of the New York Executive Law.. The contract will be: 1) subject to approval by the Attorney General and State Comptroller; 2) required to submit final products in both hard copy and electronic format; 3) subject to payment only upon proper documentation and compliance with reimbursement procedures; and 4) subject to all other contractual requirements. (A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.)

To ensure that funds are awarded to applicants that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within a reasonable period of time. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

Municipalities

All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below in Appendix 1 and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities for service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department of State that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Not-for-Profit Community-Based Organizations

The chief legal officer or financial administrator of the community-based organization, which is a grant recipient and serves as State Contractor, shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth below and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Community Boards (in New York City)

Chapter 70 of the New York City Charter provides for the creation of community boards for each community district that has been established in the City. Such community boards do not exist outside of New York City.

Each community board in New York City must comply with all laws, regulations, rules and procedures that govern each such board's procurement of contracts, goods and services, and shall certify compliance with such laws, regulations, rules and procedures to the State. Community boards must also certify to the State that all applicable MWBE requirements, including those that are set forth below, have been met.

Record Retention and Audits

The successful applicant 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 with the Department of State. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree 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 advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority and Women-Owned Business Enterprise Participation

Applicants must submit the MWBE Compliance Form with their application confirming their understanding of the MWBE requirement and agreeing to show due-diligence and make good faith efforts to provide meaningful participation by MWBE's, whenever possible, if awarded the contract.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start of the project. No extensions are anticipated. The earliest start date of contracts is April 1, 2021. Upon request by the grant recipient, with a showing of good cause, the contract start date may be set to a date in the future not to exceed 12 months beyond the contract execution date. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis.

XI. SATISFACTORY PROGRESS

Grant recipients must sign and return to the Department the BOA state assistance contract within a reasonable time after notification of funding award and receipt of the contract. In addition, the grant recipient must complete the project as set forth in the agreed upon work program for the contract. Failure to render proof of satisfactory progress in signing and returning the contract or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of

the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, designs, reports, or other tasks identified in the work program within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving an executed contract and will not be able to complete the project within the time period cited in the application.

XII. GENERAL SPECIFICATIONS

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant(s) and to the accuracy of the information contained therein. Applications containing false or inaccurate information may be disqualified upon verification of information by the Department.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of any application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract between the applicant(s) and the Department acting for and on behalf of the State.
4. Provisions upon default:
 - a) The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b) In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice of the fact and date of such termination to the applicant.
 - c) If, in the judgment of the Department, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice of the fact and date of such termination to the contractor. In such case, the contractor shall receive equitable compensation for such services as shall, in the judgment of the Department, have been satisfactorily performed by the contractor up to the date of the termination of this agreement, where such compensation shall not exceed the total cost incurred for the work in which the contractor was engaged at the time of such termination, subject to audit by the State Comptroller.
5. The Department reserves the right, including but not limited, to:
 - a) Reject any or all applications received in response to this RFA.
 - b) Withdraw the RFA at any time, at the agency's sole discretion.
 - c) Make an award under the RFA in whole or in part.
 - d) Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA.
 - e) Seek clarifications and revisions of applications.

- f) Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the Department's request for clarifying information in the course of evaluation and/or selection under the RFA.
- g) Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- h) Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments.
- i) Change any of the scheduled dates.
- j) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
- k) Waive any requirements that are not material.
- l) Negotiate with applicants responding to this RFA within the scope of the RFA to serve the best interests of the State.
- m) If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the State.
- n) Utilize any and all ideas submitted in the applications received.
- o) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the solicitation.
- p) Waive or modify minor irregularities in applications received.
- q) Make awards based on geographic distribution.
- r) Not to fund an application that fails to submit a clear and concise work plan or budget.
- s) Adjust or correct cost figures with the consent of the applicant if errors exist and can be documented to the satisfaction of the Department.
- t) Award more than one contract resulting from this RFA.
- u) In its sole discretion, determine the total number of awards to be granted pursuant to this RFA.
- v) Offer partial or no funding to any applicant if its application cannot fulfill its proposed program within the funding restrictions herein.
- w) Make additional awards if funding becomes available.
- x) Require reporting on forms designed for use solely for this procurement.
- y) Not to make any awards pursuant to this RFA. This RFA does not commit the Department to award any contracts, to pay the costs incurred in the preparation of a response to this RFA, or to procure or contract for services.

Appendix 1

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

I. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the Department of State (Department) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of Department contracts.

Business Participation Opportunities for MWBEs

The Department’s New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) utilization goal is 30%. For purposes of this solicitation, the specific MWBE goal and the breakdown between the Minority-owned Business Enterprise (“MBE”) and the Women-owned Business Enterprise (“WBE”) utilization goals shall be established post award and set forth in the Department contract, in the Attachment B “Budget” (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFA, the respondent agrees that the Department may withhold payment pursuant to any Contract awarded as a result of this RFA pending receipt of the required MWBE documentation.

The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/vendorsearchpublic.asp>. For guidance on how the Department will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker’s contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier’s contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFA, such finding constitutes a breach of contract and Department may withhold payment as liquidated damages. 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.

By submitting a proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Department. As a contractor of New York State, you have a responsibility to utilize certified minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, proposal or contract documents. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

Applicants are required to submit the MWBE Compliance Form with their application.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

An MWBE Utilization Plan (**Form D**) or a Certification Letter (**Form D-1**) stating their commitment to show due-diligence to comply with the MWBE goals and requirements. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department for review and approval.

The Department shall review the submitted MWBE Utilization Plan or Certification Letter and issue a written notice of acceptance or notice of deficiency within 20 days of receipt of utilization plan or certification letter.

If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department, at the address provided below, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

Please see details under "**Additional Notices and Explanations Regarding the MWBE Program and this Request for Applications.**"

Department may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan or certification letter;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If Department determines that the respondent has failed to document good faith efforts.

Successful applicant(s) will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department, but must be made no later than prior to the submission of a request for final payment on the Contract.

Successful applicant(s) will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the New York State Master Grant Contract, Section IV (J) - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

- A. Submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (**Form A**) to the Department.
- B. Submit a Workforce Utilization Report (**Form C**) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Department on a quarterly basis during the term of the Contract, to the Bureau of Fiscal Management at: Email: dos.sm.mwbe@dos.ny.gov

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

Additional Notices and Explanations Regarding the MWBE Program and Successful Applications to this Request for Applications:

If your project is selected for an award, you will be required to show due diligence to comply with all the MWBE contractual requirements, including meeting the goals for certified MWBE firms participation as stated in your Contract and in accordance with NYS Executive Law Article 15-A.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting MWBE requirements established by the State of New York. The requested plan, as described herein, is intended to help an applicant think about how to comply with the regulations and provide information showing their due-diligence to comply with the MWBE requirements.

Successful applicants notified by the NYS Contract System (System) that a record for the submission of the utilization plan has been created, must comply with this requirement by entering the Utilization Plan data in the System through the Statewide Utilization Management Plan (SUMP) module.

If you are unable to comply with the MWBE goals, you must request a waiver of these requirements by submitting to the Department the REQUEST FOR WAIVER FORM E, found on the Department funding page, for processing. Please note that the following information will be required to secure the waiver (all items may not apply to your case, but provide information and documentation for those that apply):

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals related to this Contract.
3. A list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications.
4. A list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE participation levels.
5. Documentation of your search in the NYS Directory of Certified Firms (e.g.: Printouts, screenshots).
6. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified MWBEs. Any information and/or documentation to support the efforts to follow up with the MWBEs.
7. Copies of responses to your solicitations received by you from certified MWBEs
8. A description of any contract documents, plans, or specifications made available to certified MWBEs for purposes of soliciting their proposals and the date and manner in which these documents were made available.
9. Documentation of any negotiations between you and the MWBEs undertaken for purposes of complying with the certified MWBE participation goals.
10. Any other information you deem relevant which may help us in evaluating your request for a waiver.
11. The name, title, address, telephone number, and email address of your representative authorized to discuss and negotiate this waiver request.

12. Copy of notice of application receipt issued by Empire State Development (ESD), if subcontractors are not certified MWBE, but an application has been filed with ESD.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

II. SERVICE-DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvoib@dps.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

Smart Growth Comprehensive Planning Grant Program

Funding Available: Up to \$1 million

I. INTRODUCTION:

The Department is soliciting applications through the New York State Consolidated Funding Application (CFA) under the Environmental Protection Fund Smart Growth Program from eligible villages, towns, cities, counties, regional planning entities, and not-for-profit organizations to advance the preparation of municipal comprehensive plans to establish land use policies which support smart growth and clean energy principles for the community.

The comprehensive plan is one of the central land use planning tools for local governments in New York State. The comprehensive plan is most often a written document that articulates the community vision and goals for land use and economic development. State law requires zoning regulations (i.e., local law, ordinance) to be adopted in accordance with a comprehensive plan in towns and villages and in accordance with a well-considered plan in cities. A comprehensive plan should form the legal justification for zoning regulations and all other land use regulations adopted by a municipality and those regulations should be designed to implement the goals and policies set forth in the plan. Lack of a comprehensive plan, or an outdated comprehensive plan that no longer reflects the conditions and wishes of the community, can put a local government at risk of legal challenges to planning and zoning decisions.

A Comprehensive Plan is a short- and long- term planning document that sets forth land use policies that express a vision for the future as well as goals and actions to achieve that vision. The benefits of a Comprehensive Plan include:

- Providing a process for identifying community resources, long range community needs, and commonly held goals
- Providing a process for developing community consensus
- Providing a blueprint for future governmental actions

By preparing a Comprehensive Plan that addresses Smart Growth Principles, community stakeholders have the opportunity to evaluate local resources, develop goals and a comprehensive strategy for the best and most efficient use of those resources, propose future projects, and adopt a local plan that will guide appropriate development and promote Smart Growth.

An effective Comprehensive Plan should:

- include a strong public participation process to develop public consensus on a vision for the future through community visioning, public meetings and workshops, focus groups, charrettes, etc.
- identify regional and local assets, potential risks, and opportunities with regard to: development and infrastructure; natural resources; flooding and erosion hazards; resiliency; public access and recreation; historic and scenic resources; agricultural and forest lands; energy – including opportunities to develop solar and other clean energy at a variety of scales; water and air resources; and other social, cultural, economic and environmental interests
- determine appropriate land uses to implement community goals and objectives

- provide local organizational and legal structure, including the adoption of necessary zoning and land use regulations (i.e., ordinance, local laws)

Smart Growth encourages community planning and development in priority development areas where water and sewer infrastructure are available, encourages redevelopment of existing community centers, protects important historic and natural resources, including water quality, and promotes the siting and development of community clean energy sources. Comprehensive plans should incorporate Smart Growth principles to make the most efficient use of community resources, reduce the property tax burden and promote sustainable economic development.

New York communities are faced with increased risks related to climate change, such as more intense and frequent rain events, increased and extended droughts, greater coastal storm flooding, and prolonged increased temperatures. As a result, New York has passed the nation-leading Climate Leadership and Community Protection Act (Climate Act) to empower every New Yorker to fight climate change at home, at work, and in their communities. Comprehensive plans provide a mechanism for local governments to address climate risks on a local level while also planning for appropriate economic development. The Comprehensive Plan can set a course for clean, affordable, and reliable energy and transportation; safe and energy efficient businesses; protection of farmland and forestlands to avoid conversion of lands; and overall healthy communities. Thus, the comprehensive plan should support Climate Act goals, smart growth principles, consider asset risk assessments, and incorporate and advance carbon reduction/abatement, energy efficiency and renewable energy strategies.

Applications to prepare or update a municipal comprehensive plan may only include one plan per application. A comprehensive plan should address a wide range of planning issues including, but not limited to, appropriate physical development, economic development, transportation patterns, natural and built resource inventories, and population trends.

The Smart Growth Comprehensive Planning Grant is a reimbursement program. State assistance awarded and paid through the Smart Growth Comprehensive Planning Grant Program shall not exceed 90% of the total eligible project costs set forth in the application and approved by the Department.

Applicants are required to demonstrate that projects are ready to move forward. A contract period will not exceed three years. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis and only if significant progress has been demonstrated. Only applications for projects that can be completed within three years will be considered. Applicants will be required to prepare and submit a project work schedule and timeline that includes major tasks and milestones with completion dates for each.

This Request for Applications is available on the Department's website:
<https://dos.ny.gov/funding-bid-opportunities>.

Proposed projects that are part of the following initiatives will be looked upon favorably:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want

to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues.

Improving Access to Child Care

Despite record investments in child care, many New Yorkers still struggle to access high quality child care. This issue forces families to choose between quality child care and employment or places families in the position to use unlicensed child care providers. Applicants should provide any information about their project that works to improve access to child care.

II. ELIGIBLE APPLICANTS:

Eligible applicants are:

- Villages, towns, and cities;
- Counties and regional planning entities on behalf of a village, town or city;
- Eligible not-for-profit organizations on behalf of a village, town, or city. To be eligible for this grant opportunity, a not-for-profit organization must be :
 - Incorporated pursuant to New York State Not-For-Profit Corporation Law and
 - Approved for tax-exempt status under the Internal Revenue Service code on or before December 31, 2020.

An eligible applicant may apply for general planning needed to advance any of the eligible activities listed below in Section V.

Applicants may partner with counties or other organizations; however, only applications from eligible applicants will be evaluated for funding. Only the eligible applicant will be awarded a contract.

For applications submitted by a county, regional planning entity or non-profit organizations with the written consent and acting on behalf of a village, town, or city, the application must include a letter or resolution from each eligible municipality participating in the project which demonstrates the municipal consent and support for the application.

III. FUNDING OPPORTUNITY:

The Department is making approximately \$1,000,000 available to fund applications for the Smart Growth Comprehensive Planning Grant Program.

IV. NEW YORK STATE SMART GROWTH PUBLIC INFRASTRUCTURE POLICY ACT

Awards made through this grant program shall be consistent with the State's Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law, Article 6), where applicable.

V. ELIGIBLE ACTIVITIES:

Eligible activities include those needed to develop a new Comprehensive Plan or a Comprehensive Plan update that is consistent with the Smart Growth Principles described in Section VI, below.

Applicants may apply for funding to prepare, complete, or update a Comprehensive Plan that integrates Smart Growth principles as described in section VI below. Pursuant to Town Law, §272-a, Village Law, §7-722 or General City Law, §28-a, such Comprehensive Plan may include the following topics:

- (a) General statements of goals, objectives, principles, policies, and standards upon which proposals for the immediate and long-range enhancement, growth and development of the town are based.
- (b) Consideration of regional needs and the official plans of other government units and agencies within the region.
- (c) The existing and proposed location and intensity of land uses.
- (d) Consideration of agricultural uses, historic and cultural resources, coastal and natural resources and sensitive environmental areas.
- (e) Consideration of population, demographic and socio-economic trends and future projections.
- (f) The location and types of transportation facilities.
- (g) Existing and proposed general location of public and private utilities and infrastructure.
- (h) Existing housing resources and future housing needs, including affordable housing.
- (i) The present and future general location of educational and cultural facilities, historic sites, health facilities and facilities for emergency services.
- (j) Existing and proposed recreation facilities and parkland.
- (k) The present and potential future general location of commercial and industrial facilities.
- (l) Specific policies and strategies for improving the local economy in coordination with other plan topics.
- (m) Proposed measures, programs, devices, and instruments to implement the goals and objectives of the various topics within the comprehensive plan.
- (n) All or part of the plan of another public agency.
- (o) Any and all other items which are consistent with the orderly growth and development of the town.

Communities with an adopted Comprehensive Plan are encouraged to regularly update their plan to reflect changes in local conditions and community goals and to integrate Smart Growth Principles. An update to the Comprehensive Plan will ensure the plan is current and well-connected to short and long-range community objectives and Smart Growth Principles.

The following activities related to comprehensive planning are eligible for reimbursement:

- Surveys, assessments, maps, charts, studies, and other research-oriented activities related to the Comprehensive Plan;
- Writing, illustrating, and producing the Comprehensive Plan;
- Holding and facilitating community forums and other costs related to public outreach and engagement;

- Coordinating with other governmental entities;
- SEQR and environmental review; and
- Project management, comprehensive plan committee coordination, and other activities needed to complete a Comprehensive Plan that addresses Smart Growth Principles.

Resources for preparing a Comprehensive Plan include:

- Zoning and the Comprehensive Plan, James A. Coon Local Government Technical Series:
<https://dos.ny.gov/system/files/documents/2019/05/zoningandthecomprehensiveplan.pdf>
- Creating the Community You Want, James A. Coon Local Government Technical Series:
<https://dos.ny.gov/system/files/documents/2019/05/creatingthecommunityyouwant.pdf>
- New York State Comprehensive Plan Development A Guidebook for Local Officials 2015 by Environmental Finance Center of Syracuse University: <https://efc.syr.edu/wp-content/uploads/2015/03/ComprehensivePlanning.pdf>

VI. REQUIREMENTS FOR SMART GROWTH PRINCIPLES

Comprehensive Plans funded under this grant program should contain strategies/projects that will be consistent with the following general Smart Growth Principles:

1. **Mixed Land Uses:** A mix of land uses can convey substantial fiscal and economic benefits by placing commercial uses near residential areas as critical component of achieving viable places to live for those who use and depend upon the area's commerce.
2. **Range of Housing Opportunities and Choices:** Provide quality housing with efficient access to jobs, resources and amenities for people of all income levels, ages and races.
3. **Development and Redevelopment in Existing Communities:** Smart Growth directs development towards existing communities already served by infrastructure, seeking to utilize the resources that existing neighborhoods offer, and to conserve open space and irreplaceable natural resources on the urban and metropolitan fringe.
4. **Distinctive, Attractive Communities with a Strong Sense of Place:** Smart Growth encourages communities to set standards for development and construction that respond to community values of architectural aesthetics, neighborhood-friendly design and human-scale planning, as well as expanded choices in housing and transportation.
5. **Density:** Compact communities are more land- and energy-efficient; provide the critical mass for neighborhood retail, commercial development and mass transit; protect natural resources; and promote walkability. Concentrating and directing growth in designated centers reduces the demand for sprawling development of greenfields on the metropolitan fringe, thus saving open space and farmland and protecting natural resources. Growth in centers maximizes the use of existing infrastructure, avoiding costly municipal expenditures on the extension and maintenance of new infrastructure.
6. **Clean Energy:** The inclusion of clean energy siting and development into planning, zoning, building and infrastructure, including, but not limited to, solar, wind, geo-thermal and micro-grids.

7. **Climate Change:** Concentrating residential, commercial, office and recreational land uses provides the density and critical mass necessary to sustain mass transit, reducing automobile dependency, vehicle miles travelled and transport-based greenhouse gas emissions. Denser communities are also more energy- efficient.
8. **Resiliency:** Land use, development and infrastructure that is adaptive to climate change impacts and is resilient and resistant to extreme storm events.
9. **Green Infrastructure:** Smart Growth incorporates green buildings – energy conservation measures, renewable energy, sustainable site location and maintenance, locally produced materials and food – well- maintained and well-placed parks, trails, linked open spaces, child accessible, environmental and ecological education areas, sustainable storm-water management and urban forestry.
10. **Social Diversity and Integration:** Communities designed on Smart Growth principles allow people of diverse ages, incomes, races and physical abilities to interact more regularly, easily and safely by encouraging walkable communities, accessible public spaces and a variety of age-, income- and race/ethnic-integrated housing opportunities.
11. **Regional Planning and Coordination:** We conduct our daily lives on a regional, multi-jurisdictional basis—in many cases living in one local government, working in another and recreating in yet another. And economic, ecological and transportation systems also operate regionally. It is therefore imperative that municipal planning also align and coordinate with regional objectives, systems and plans, as represented, for example, in NYSDA Regional Sustainability Plans, REDC Strategic Plans, countywide plans and plans developed by Regional Planning Councils. Regional planning and coordination allow stakeholders to more effectively collaborate across jurisdictional lines to leverage resources and achieve mutual goals and objectives—environmental, social and economic.
12. **Walkable/Bikeable Neighborhood Design:** Walkable/bikeable communities make pedestrian activity possible by mixing land uses, building densely and connecting streets in a gridded pattern, thus expanding transportation options and creating streetscapes that better serve a range of users, including pedestrians, bicyclists, transit riders, and automobiles.
13. **Variety of Mobility Choices:** Providing people with efficient and varied mobility choices - walking, biking, public transit - fosters greater community opportunities for housing, shopping, and jobs compliant with Smart Growth principles.
14. **Well-Planned and Well-Placed Public Spaces:** The public realm plays a prominent role in the Smart Growth paradigm. Smart public spaces increase walkability, social interaction, livability, a sense of place and neighborhood aesthetics.
15. **Community and Stakeholder Collaboration in Planning:** Collaborative efforts can lead to creative resolutions of development issues and greater community understanding of the importance of good planning and investment which results in great places to live, work, shop and play.

VII. FUNDING AND BUDGET GUIDANCE

State assistance awarded and paid to a grant recipient shall not exceed 90% of the total eligible project cost as described below.

The maximum State assistance request per grant application is \$100,000. There is no minimum State assistance request requirement. Applications requesting over \$100,000 will be disqualified and will not be scored.

Eligible Costs

Costs must be adequately justified and directly support the project. Proposed costs, including match components, must be essential to project completion. All costs will be paid on a reimbursement basis and must be documented. Eligible costs include the following:

- (a) **Personal Services** – Personal services include direct salaries, wages, and fringe benefits of grantee employees for activities in direct relation to or in support of project work, including project management and grant administration. Fringe benefits must be outlined in the application and include the organization's documented rate.
- (b) **Non-Personal Services** – Non-personal services include consultant/contractual services for direct project related costs, project management, and limited grant administration; project-related supplies and materials; necessary travel; and other goods and services required to complete the project.

Notes:

Project management activities may include, but are not limited to, oversight and coordination of tasks and activities needed to produce contractual deliverables, consultant procurement and oversight, public outreach, and technical assistance.

Grant administration may include, but is not limited to, activities undertaken to comply with grant budgeting, record keeping and reporting requirements, such as preparation and submission of payment vouchers and other documents required under the grant. Grant administration may not exceed 15% of the award amount.

Sub-contracts for consultant/contractual services should be competitively procured based on the applicable provisions of New York State General Municipal Law and additional requirements as described in this RFA.

Ineligible Costs

Ineligible costs include the following:

- (a) Indirect or overhead costs, such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.
- (b) Salaries and other expenses of elected officials.
- (c) Costs incurred outside of the contract term.

(d) Costs that are not adequately justified or that do not directly support the project.

Notes:

Ineligible costs will be eliminated from the total project costs in the grant application.

Failure to adequately justify direct project costs will render costs ineligible. Ineligible costs will be eliminated from the total project costs in the grant application.

VIII. AWARD METHODOLOGIES

Each application will be reviewed for eligibility and, if determined eligible, will be scored according to the application evaluation criteria. Applications deemed ineligible will not be scored.

A total score of 100 points is possible for any application, of which up to 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement. An application must score a minimum of 50 program criteria points out of a possible 80 points from the Department of State review to receive an award. REDC points are based on regional economic priorities and are assigned by the REDCs.

Approximately \$1,000,000 is anticipated for award for this procurement.

The Department may make an award under the RFA in whole or in part and may offer partial funding if a particular phase of a project is not ready to move forward. The Department may offer partial funding to an applicant if its application cannot be fully funded within the funds remaining; if the applicant declines the partial funding, funding may be awarded to the next highest-scoring unfunded application. In the event that an awardee fails to satisfactorily negotiate a proper contract within a reasonable amount of time, that funding may be awarded to the next highest-scoring unfunded application.

In the event that another NYS agency fully funds a high scoring project through the CFA process, the awardee will receive funding from only one state agency. The Department will work with other NYS agencies to ensure that duplication of funding does not occur. In the event that an applicant receives full funding from another agency, the Department reserves the right to award full or partial funding to the next highest scoring unfunded application.

The opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 15 business days of notification of status of award.

In the event unsuccessful bidders wish to protest the award resulting from this RFA, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO), available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

IX. APPLICATION EVALUATION CRITERIA

Applications will be reviewed according to the specific criteria presented below.

Minimum Criteria

Eligible applicants are villages, towns, and cities; or counties, regional planning entities and not-for-profits with the consent and acting on behalf of one or more eligible villages, towns or cities.

Applications will also be assessed to determine if the proposed project is an eligible activity.

Failure to meet these criteria will result in immediate disqualification of the application, which will not be further evaluated.

Program Criteria (maximum of 80 points)

Applications will be evaluated to assess the degree to which they meet the elements of each criterion.

The program criteria (with total available points) and elements are:

Demonstration of Need and Indicators of Economic Distress (maximum of 6 points)

- Applicant is a community with a Median Household Income (MHI)¹ less than 80% of the 2017 Statewide MHI (i.e., MHI less than \$50,212) *(6 Points)*
- Applicant is a community with a MHI less than the 2017 Statewide MHI but not less than 80% of the 2017 MHI (i.e., MHI greater than or equal to \$50,212 but less than \$62,765) *(3 Points)*
- Applicant is not a financial-hardship community, as defined above *(0 Points)*

¹ Median Household Income (MHI) may be established using publicly available census data and does not require detailed demographic and economic data from the municipality. Per the U.S. Census American Community Survey (<https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/2017/>), the 2017 Statewide MHI for total households in New York State is \$62,765.

Public Engagement and Commitment (maximum 10 points)

- Describes an effective approach and process that will be followed to ensure ongoing public participation and engagement during planning process and an approach to enabling and encouraging participation from populations who are frequently underrepresented, including but not limited to immigrants, refugees, and minorities *(up to 5 points)*
- Demonstrate committed local leadership and strong support from community residents *(up to 5 points)*

Integration of Smart Growth Principles (maximum of 24 points)

- Describes an approach to integrating Smart Growth Principles into the Comprehensive Plan and demonstrates understanding of how the principles are applicable to the specific conditions of the community.
 - Provides a clear and complete approach to integrating Smart Growth Principles *(16-24 points)*
 - Provides a general approach to integrating Smart Growth Principles *(8-15 points)*
 - Provides limited approach to integrating some of the Smart Growth Principles *(0-7 points)*

Implementation (maximum of 20 points)

Scope of Work (maximum of 10 points)

- Clearly defines what is to be done how it will be done, who will do it, through identifying a set of clear and discrete tasks that show a logical approach for project completion *(up to 5 points)*
- Clearly describes preliminary work that has been completed to advance the proposed project including previous planning efforts, committee development, etc. *(up to 5 points)*

Time Frame (maximum of 5 points)

- Presents a clear and realistic schedule and timeline to complete the planning process within a maximum of three years or less that includes major tasks, milestones and completion dates

Local Capacity (maximum of 5 points)

- Demonstrates that an effective organizational structure exists to advance and complete the project and there is sufficient experience and ability of key project personnel to successfully carry out the project

Evaluation of Budget and Cost (maximum of 20 points)

Applications will also be evaluated to assess the degree to which they meet the elements of each criterion below.

- Application describes and documents how the budget and cost were determined. Identifies the person(s) responsible for compiling the budget including relevant experience and background of all parties and the method/approach used to arrive at estimates *(maximum of 5 points)*
- Budget clearly demonstrates amount, type, and source of eligible local match and demonstrates identified eligible match sources have been secured. *(maximum of 5 points)*
- Budget includes adequate detail for all project components involved, is cost-effective, presents necessary and realistic costs, and does not contain extraneous or ineligible expenses. Budget is accurate and thorough. Budget narrative includes an explanation for the estimate of each budget line and clearly supports the applicant's need for financial resources requested to achieve project outcome. Budget narrative describes how the grant recipient will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget. *(maximum of 10 points)*

Regional Economic Development Council Endorsement (maximum of 20 points)

Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as "endorsement standards" and will assign each project a single score of 20, 15, 10, 5 or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at <https://regionalcouncils.ny.gov/>.

X. CONTRACT REQUIREMENTS

New York State Grants Gateway

Grant applicants are encouraged to register through the New York State Grants Gateway. To register, log on to <http://grantsreform.ny.gov>.

Not-for-profits and Regional Planning Boards must register and be pre-qualified through the NYS Grants Gateway on or before the application due date. Such applicants will be required to submit documentation of registration and pre-qualification with the NYS Grants Gateway, to include: (1) the Document Vault Identifier (i.e., GDV-XXXXX-XXXX); and (2) the State Pre-Qualification Application Status Report. Information on this process is available at: <http://www.grantsreform.ny.gov/Grantees>

Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with the Department, which includes this Request for Applications, the successful applicant's proposal, an agreed upon work program, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Attachment A along with Article 15-A of the New York Executive Law. The contract will be: 1) subject to approval by the Attorney General and State Comptroller; 2) required to submit final products in both hard copy and electronic format; 3) subject to payment only upon proper documentation and compliance with reimbursement procedures; and 4) subject to all other contractual requirements. (A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.)

To ensure that funds are awarded to applicants that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within a reasonable period of time. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

Municipalities

All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below in Appendix 1 and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities for service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department of State that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Not-for-Profit Organizations and Regional Planning Entities

The chief legal officer or financial administrator of the not-for-profit or regional planning entity which is a grant recipient and serves as State Contractor, shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth below and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Record Retention and Audits

The successful applicant 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 with the Department. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree 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 advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority and Women-Owned Business Enterprise Utilization (MWBE)

Applicants must submit the MWBE Compliance Form with their application confirming their understanding of the MWBE requirement and agreeing to show due-diligence and make good faith efforts to provide meaningful participation by MWBE's, whenever possible, if awarded the contract.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed three years from the start of the project. No extensions are anticipated. The earliest start date of contracts is April 1, 2021. Upon request by the grant recipient, with a showing of good cause, the contract start date may be set to a date in the future not to exceed 12 months beyond the contract execution date. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis.

Amendments

Amendments will not be made to the original contracted scope of work, for example, applicants that receive funding for general planning or for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

XI. SATISFACTORY PROGRESS

It is imperative that the grant recipient complete the project as set forth in the agreed upon work plan and individual monitoring plan. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, designs, permit applications, reports, or other tasks identified in the work plan within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving an executed contract and will not be able to complete the project within the time period cited in the application.

XII. GENERAL SPECIFICATIONS

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant and to the accuracy of the information contained therein. Applications containing false or inaccurate information may be disqualified upon verification of information by the Department.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of any application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract.
4. Provisions upon default:
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice of the fact and date of such termination to the applicant
 - c. If, in the judgment of the Department, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice of the fact and date of such termination to the contractor. In such case, the contractor shall receive equitable compensation for such services as shall, in the judgment of the Department, have been satisfactorily performed by the contractor up to the date of the termination of this agreement, which such compensation shall not exceed the

total cost incurred for the work in which the contractor was engaged at the time of such termination, subject to audit by the State Comptroller.

5. The Department reserves the right, including but not limited, to:
 - a. Reject any or all applications received in response to this RFA;
 - b. Withdraw the RFA at any time, at the agency's sole discretion;
 - c. Make an award under the RFA in whole or in part;
 - d. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA;
 - e. Seek clarifications and revisions of applications;
 - f. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA;
 - g. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
 - h. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments;
 - i. Change any of the scheduled dates;
 - j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective applicants;
 - k. Waive any requirements that are not material;
 - l. Negotiate with applicants responding to this RFA within the scope of the RFA to serve the best interests of the State;
 - m. If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the State;
 - n. Utilize any and all ideas submitted in the applications received;
 - o. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the solicitation;
 - p. Waive or modify minor irregularities in applications received;
 - q. Make awards based on geographic distribution;
 - r. Not fund an application that fails to submit a clear and concise work plan or budget;
 - s. Adjust or correct cost figures with the consent of the applicant if errors exist and can be documented to the satisfaction of the Department;
 - t. Award more than one contract resulting from this RFA;
 - u. In its sole discretion, determine the total number of awards to be granted pursuant to this RFA
 - v. Offer partial or no funding to any applicant if its application cannot fulfill its proposed program within the funding restrictions herein;
 - w. Make additional awards if funding becomes available;
 - x. Require reporting on forms designed for use solely for this procurement; and
 - y. Not make any awards pursuant to this RFA. This RFA does not commit the Department to award any contracts, to pay the costs incurred in the preparation of a response to this RFA, or to procure or contract for services.

Appendix 1

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

I. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the Department is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of Department contracts.

Business Participation Opportunities for MWBEs

The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this solicitation, the specific MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals shall be established post award and set forth in the Department contract, in the Attachment B "Budget" (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFA, the respondent agrees that the Department may withhold payment pursuant to any Contract awarded as a result of this RFA pending receipt of the required MWBE documentation.

The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/vendorsearchpublic.asp>. For guidance on how the Department will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFA, such finding constitutes a breach of contract and Department

may withhold payment as liquidated damages. 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.

By submitting a proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Department. As a contractor of New York State, you have a responsibility to utilize certified minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, proposal or contract documents. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

Applicants are required to submit the MWBE Compliance Form with their application.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

An MWBE Utilization Plan (**Form D**) or a Certification Letter (**Form D-1**) stating their commitment to show due-diligence to comply with the MWBE goals and requirements. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department for review and approval.

The Department shall review the submitted MWBE Utilization Plan or Certification Letter and issue a written notice of acceptance or notice of deficiency within 20 days of receipt of utilization plan or certification letter.

If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department, at the address provided below, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

Please see details under "**Additional Notices and Explanations Regarding the MWBE Program and this Request for Applications.**"

Department may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan or certification letter;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If Department determines that the respondent has failed to document good faith efforts.

Successful applicant(s) will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department, but must be made no later than prior to the submission of a request for final payment on the Contract.

Successful applicant(s) will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the New York State Master Grant Contract, Section IV (J) - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

- A. Submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (**Form A**) to the Department.
- B. Submit a Workforce Utilization Report (**Form C**) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Department on a quarterly basis during the term of the Contract, to the Bureau of Fiscal Management at: Email: dos.sm.mwbe@dos.ny.gov

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

Additional Notices and Explanations Regarding the MWBE Program and Successful Applications to this Request for Applications:

If your project is selected for an award, you will be required to show due diligence to comply with all the MWBE contractual requirements, including meeting the goals for certified MWBE firms participation as stated in your Contract and in accordance with NYS Executive Law Article 15-A.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting MWBE requirements established by the State of New York. The requested plan, as described herein, is intended to help an applicant think about how to comply with the regulations and provide information showing their due-diligence to comply with the MWBE requirements.

Successful applicants notified by the NYS Contract System (System) that a record for the submission of the utilization plan has been created, must comply with this requirement by entering the Utilization Plan data in the System through the Statewide Utilization Management Plan (SUMP) module.

If you are unable to comply with the MWBE goals, you must request a waiver of these requirements by submitting to the Department the REQUEST FOR WAIVER FORM E, found on the Department funding page, for processing. Please note that the following information will be required to secure the waiver (all items may not apply to your case, but provide information and documentation for those that apply):

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals related to this Contract.
3. A list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications.
4. A list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE participation levels.
5. Documentation of your search in the NYS Directory of Certified Firms (e.g.: Printouts, screenshots).
6. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified MWBEs. Any information and/or documentation to support the efforts to follow up with the MWBEs.
7. Copies of responses to your solicitations received by you from certified MWBEs
8. A description of any contract documents, plans, or specifications made available to certified MWBEs for purposes of soliciting their proposals and the date and manner in which these documents were made available.
9. Documentation of any negotiations between you and the MWBEs undertaken for purposes of complying with the certified MWBE participation goals.
10. Any other information you deem relevant which may help us in evaluating your request for a waiver.
11. The name, title, address, telephone number, and email address of your representative authorized to discuss and negotiate this waiver request.

12. Copy of notice of application receipt issued by Empire State Development (ESD), if subcontractors are not certified MWBE, but an application has been filed with ESD.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

II. SERVICE-DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

Local Government Efficiency Program

Funding Available: Up to \$4 million

DESCRIPTION:

The Local Government Efficiency (LGE) program provides reimbursement grants to local governments to incentivize new actions to modernize the delivery of local services to reduce the cost of municipal operations and limit the growth in property taxes. Applicants must demonstrate significant commitment to project completion and clearly illustrate through financial estimates and performance measures what the long-term benefit will be to New York residents.

Projects can include local government reorganization and consolidation, shared services, city or county charter revisions that include functional consolidation, and the establishment of regional service delivery mechanisms.

ELIGIBLE APPLICANTS:

Counties, cities, towns, villages, special improvement districts, fire districts, public libraries, association libraries, public library systems - if they advance a joint application on behalf of member libraries, water authorities, sewer authorities, regional planning and development boards, school districts, and Boards of Cooperative Educational Services (BOCES) only to the extent they advance certain joint applications.

ELIGIBLE ACTIVITIES / PROGRAM FUNDING:

Local governments may apply for planning and implementation projects.

- The maximum funding for planning is \$12,500 for each local government involved in the project, not to exceed \$100,000.
- The maximum funding for implementation is \$200,000 for each local government involved in the project, not to exceed \$1,000,000. (This funding limit applies to an existing LGE award that includes a new phase of development but does not include new partners.)

Applicants are required to provide cash local matching funds for all projects.

- Implementation awards **require** local cash matching funds equal to at least 10% of the total project cost.
- Planning awards **require** local cash matching funds equal to at least 50% of planning costs.
- In the event an applicant is implementing a project that the applicant developed through a successfully completed planning grant funded under the Local Government Efficiency grant program or the Shared Municipal Services Incentive grant program, the local matching funds required shall be credited by the local matching funds required by such successfully completed planning grant up to the amount of local matching funds required for the implementation grant. To be considered a successfully completed planning grant, the grant must be completed and paid in full by October 1, 2021.

All grants are reimbursement grants. To receive full funding, awardees must demonstrate that the project has received all appropriate public consideration and referenda where required.

PRE-APPLICATION REQUIREMENTS:

None

SUCCESSFUL APPLICANT REQUIREMENTS:

The Department of State requires that all successful applicants enter into a contract with the State of New York. The contract will be a fixed five-year term agreement and starting no earlier than January 1,

2022. The Department of State may cancel an award if the state contract is not returned in a timely manner.

If an applicant is awarded a grant, the contract must be returned to the Department of State within ninety (90) days from the date DOS sends the complete contract package to the awardee to ensure that funds go to applicants that are ready to move forward. All projects must be managed in accordance with the terms and conditions of the state contract and follow state and local procurement policies.

Failure to render satisfactory progress or to complete the project to the satisfaction of the state may be deemed an abandonment of the project and may cause the suspension or termination of any financial obligation of the state. Satisfactory progress includes, but is not limited to, execution of the state contract and submission of all necessary documents for execution by the state, submitting timely payment requests in accordance with the payment schedule in the state contract, completing satisfactory work products, and other tasks negotiated and agreed to in the executed state contract.

Expenses incurred after January 1, 2022 are eligible for reimbursement. Recipients of grants must submit project status reports along with every request for payment. Project close-out requires completion of terms and activities outlined in the state contract, including all deliverables identified in the work plan.

The New York Department of State Division of Local Government Services (DLGS) staff will monitor each grant and will make site visits during project completion to determine the rate and quality of progress. Notification of contract related meeting schedules and other media events must be provided to the DLGS project manager before they occur. In addition, some projects may be selected for more extensive review and inclusion in the Local Government Efficiency Annual Report submitted to the Governor and Legislature and may be used as a resource for providing technical assistance.

INELIGIBLE ACTIVITIES:

For this application, projects shall not include the development of a plan or study for a local government re-organization eligible to receive funding pursuant to the New York Department of State Local Government Citizens Re-Organization Empowerment Grant (CREG). CREG assists local governments with planning and implementation actions for consolidation or dissolution pursuant to General Municipal Law 17-A. Applications for CREG funding can be submitted monthly. (For more information about eligibility under the CREG program please contact the Division of Local Government Services at 518-473-3355.)

PROJECT SELECTION CRITERIA:

An application is eligible to receive a total final score of 100, of which 80 percent is derived from program review criteria and 20 percent is allocated to the applicable Regional Economic Development Council (REDC) for concurrency of the project with the regional priorities.

LGE Program Scoring Criteria (Up to 80 points)

Priorities (Possible 15 points)

- The project implements a planning project completed with prior LGE funding. (5 points)
- The project is part of an adopted County-Wide Shared Services Plan or will be included in the 2021 Plan. (5 points)
- The project is included in a long-term financial, including capital investments, cash flow and cost savings (5 points)

Project Need (Possible 5 points)

- Description of the project need based upon existing conditions, including financial challenges, requirements to modify existing services, changes in the municipal workforce or other local government management.

Return on Investment (Possible 10 points)

- Description of the potential financial impact on the property tax levy or user rates from the implementation of the project. (Applicants must use the Fiscal Impact Worksheet provided in the Request for Application.)

Project Scale (Possible 5 points)

- Description of the geographic footprint of the project across the municipalities.

Project Scope (Possible 5 points)

- Description of the complexity of the project in terms of the number of municipal services and functions involved.

Organizational Impact (Possible 5 points)

- Description of the impact the project will have on the management and operational structure of the project partners.

Project Management Capacity (Possible 5 points)

- Description of the applicant(s) capacity for the timely completion of potential award.

Municipal Readiness (Possible 5 points)

- Description of the applicants' preparedness to work together to implement the project.

Public Engagement (Possible 5 points)

- Description of the process to be used to ensure transparency, public participation and stakeholder engagement during project development and implementation.

Work Plan Detail (Possible 10 points)

- Evaluation of the clarity and detail of work plan tasks, including timelines, performance measures/deliverables and the narrative.

Budget Detail (Possible 10 points)

- Evaluation of how funding will be used and the sufficiency to complete individual tasks for all work plan objectives.

ADDITIONAL RESOURCES: <https://dos.ny.gov/funding-bid-opportunities>

New York State Canal Corporation

Canalway Grants Program

Funding Available: Up to \$1 million

DESCRIPTION:

The "Canalway Grants Program" includes up to \$1.0 million in competitive grants available to eligible municipalities, and 501(c)(3) non-profit organizations along the New York State Canal System for canal related capital projects. The minimum grant request amount is \$25,000. The maximum grant request is \$150,000. Grant administration and pre-development costs shall not exceed 10% of the grant award amount. These costs may be used as part of the applicant match though, with no cap. This grants program is administered by the NYS Canal Corporation, a subsidiary of the New York Power Authority (NYPA).

FUNDING PRIORITIES:

Projects proposed for Canal funding should demonstrate how they will achieve some or all of the following for the NYS Canal System including the Canalway Trail: expand public access, increase visitation and recreational use, stimulate private investment, improve services and amenities for Canalway land and water trail users, and enhance the connections between the canal and the corresponding region consistent with the Reimagine the Canals initiative <https://www.ny.gov/programs/reimagine-canal-initiative> as well as the Regional Economic Development Councils Strategic Plans <http://regionalcouncils.ny.gov/>.

Priority in this round will be given to projects that encourage economic development, spur the use of the Empire State Trail and other canal tourism, stimulate private investment in tourism infrastructure, and promote resiliency against environmental challenges.

Priority will also be given to projects that enhance physical accessibility, employ principles of universal design, and promote social inclusion.

Applicants are also encouraged to explore additional state agency funding sources for tourism marketing projects and/or programs, waterfront development, recreational access and historic preservation

Consistency with the following state wide initiatives are also considered part of the application review process:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and

enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues

ELIGIBLE TYPES OF APPLICANTS:

- Municipalities
- Not-for-profit Corporations
Not-for-profit corporations are covered under New York State's Not-For-Profit Corporation Law. In order to apply under this program, a not-for-profit corporation must have proof of incorporation (or equivalent document) from the NYS Department of State or NYS Board of Regents, a charities registration number from the NYS Office of the Attorney General, and proof of tax-exempt status under the Internal Revenue code.

ELIGIBLE ACTIVITIES /

Eligible canal capital project expenses include, but may not be limited to: constructing new buildings, trail sections, trail connections or structures; substantial renovations or preservation of existing buildings, trail segments, or other structures, including reconfigurations (removal or construction of walls, ceilings and flooring, windows, window frames, hulls); site preparation and improvements associated with a project (excavation, demolition, roadways, sidewalks, exterior lighting, sprinkler systems, utility hook-ups); acquisition of furnishings, fixtures, machinery and equipment with a useful life in excess of five years including signs and interpretive exhibits, constructing or rehabilitating docks or bulkheads for the purpose of public access to and from the Canal System; hazardous waste clean-up associated with a project, and retrofitting for energy efficiency.

PRE-APPLICATION REQUIREMENTS:

Boundary Eligibility: Projects must be located along one of the four canals of the Canal System (Erie, Champlain, Oswego and Cayuga-Seneca), trail linkages or connections to existing Canalway Trail segments, or the historic canal alignment.

Applicants must demonstrate a minimum of 50% matching funds. Eligible matching funds include federal, local, private and **other agency** state funding (Canal Corporation/NYPA funds may not be used towards matching funds). Eligible match also includes the value of in-kind services and donations. See Award Criteria for more details on eligible match.

The applicant is responsible for obtaining all required permits and approvals from federal, state, and local agencies, such as the U.S. Army Corps of Engineers, NYS Department of Environmental Conservation and NYS State Office of Parks, Recreation and Historic Preservation, and any others that may be required by the NYS Canal Corporation.

Please note that the New York State Canal Corporation is subject to the State Smart Growth Public Infrastructure Act (Chapter 433 of the Laws of 2010) and must, to the extent possible, make funding decisions consistent with the provisions of that Act.

SUCCESSFUL APPLICANT REQUIREMENTS:

For projects proposed by a municipality, the municipality will be lead agency for purposes of the State Environmental Quality Review Act (SEQRA) or will be responsible for initiating lead agency designation procedures, if there are other involved agencies. For new projects initiated after receipt of the grant award letter, the Canal Corporation shall be an involved agency. The municipality shall meet the procedural and substantive requirements of SEQRA and all other

state, federal or local law, rules, regulations, ordinances, codes and requirements. For non-profit organizations, the Canal Corporation will determine whether it will proceed as lead agency, initiate the lead agency designation process, or refer lead agency to the local municipality. If the project is a Type I or Unlisted Action, the Environmental Assessment Form will be required prior to contract for award. If a Determination of Significance has been established, documentation will be required prior to contract for award.

Grant funds will be provided on a reimbursement basis **ONLY**. Receipts, invoices and other documentation must meet the requirements of the Canal Corporation. Reimbursement will only be provided for projects or portions of a project initiated **after** the date of the grant award letter from the Canal Corporation. Projects may be initiated prior to receipt of the award letter, and **matching expense** documentation will be accepted for expenses up to one year prior to the date of the award letter, but reimbursement will **only** be provided for portions of the project initiated **after** the date of the award letter. Reimbursement payments **will not** be issued prior to final contract execution.

INELIGIBLE ACTIVITIES:

- Use of grant funds for land acquisition is prohibited (however the costs of acquisition may be used as a local match)
- Grant funds cannot be used to cover operating expenses

SELECTION CRITERIA

Each project will be rated with the following evaluation criteria. Criteria #1, Regional Council Endorsement will carry 20% weight and an independent weighting committee will assign weights for criteria #2 through #13. Final ranking of project applications will be based on a weighted score.

<u>Vision, Regional and Statewide Strategies</u>
➤ <i>Is the project endorsed by the corresponding Regional Economic Development Council?</i>
➤ <i>Is the project consistent with the Reimagine the Canals Task Force Report http://www.canals.ny.gov/reimagine/TaskForceReport.pdf, the NYS Department of State Local Waterfront Revitalization Program (LWRP), the Erie Canalway National Heritage Corridor Management Plan https://eriecanalway.org/resources/preserve-plan or other regional and local plans?</i>
➤ <i>Does the project connect to, or enhance the Empire State Trail Initiative, meeting at least one of the <u>six targeted goals</u> of this initiative?</i>
<u>Public/ Stakeholders:</u>
➤ <i>Is widespread support from residents and other canal stakeholders demonstrated in the application?</i>
<u>Financial Viability</u>
➤ <i>Are the project costs reasonable and clearly defined both in the Budget sheet and in the supporting documents?</i>
➤ <i>Is viable and accessible match clearly demonstrated in the grant budget?</i>
<u>Innovation/Effectiveness</u>
➤ <i>Will the project draw new visitors to the canal and/or encourage multi-day stays?</i>

➤ <i>Are the project goals consistent with the principles of universal design/social inclusion?</i>
➤ <i>Does the project protect or enhance historic and/or natural resources of the Canal System?</i>
➤ <i>Does the project align with one or more of the following goals of Reimagine the Canals?</i>
▪ <i>Promoting resiliency against environmental challenges</i>
▪ <i>Economic development to promote active recreation, tourism, and revitalization in canalside communities</i>
▪ <i>Enhancing connectivity between the Empire State Trail, the canal waterway, and canal waterfronts</i>
▪ <i>Celebrating the canal system as a 21st century waterway for future generations</i>
<u>Implementation</u>
➤ <i>Does the project proposal reflect a reasonable and achievable timeframe for completion of the grant funded project including project milestones including identification of parties responsible for project oversight?</i>
➤ <i>Does the project proposal define a reasonable and achievable strategy for the long term operation and maintenance of the project?</i>

AWARD CRITERIA DETAILS

A 50% match will be required on all grants and must be fully documented according to the requirements of the Canal Corporation and the Office of the State Comptroller.

Principal types of applicant share are:

- **Cash:** Includes grants other than this grant request.
- **Force Account** (Payroll of applicant): Itemize according to job title or job assignment (on project). At the time of the reimbursement request, grant recipients will be required to document time worked, tasks, pay ratio and payment (including components and percentage of fringe benefit rate).
- **Professional Services:** The value of services provided by professional and technical personnel and consultants. Three-year retroactivity applies.
- **Supplies and Materials:** The current market value of items warehoused (not yet installed). Three-year retroactivity applies; use value current at time items were obtained.
- **Volunteer Labor:** Skilled and professional labor can be computed at the job rate. The value for labor (unskilled labor and work performed by professionals or skilled laborers in an area outside of their area of expertise) of an adult (18 and over) donating time to a project may be computed up to the amount identified as the Value of Volunteer Time for New York State at http://www.independentsector.org/volunteer_time (For example, a lawyer donating legal services may compute the value based on the standard billing rate, but the value for the same lawyer donating time painting walls will be computed up to the amount identified as the Value of Volunteer Time for New York State).
- **Equipment Usage:** Compute the value according to its fair market rental value in project location.
- **Real Property:** The value of all property acquired, donated or converted from other purposes should be included in the project schedule. One year retroactivity applies to all three categories.

Canal Corporation assistance toward the costs of the project shall not exceed 50% of the approved project cost. The Canal Corporation shall not be responsible for any increases in the total project costs beyond the grant approval amount indicated in the award letter from the Canal Corporation. Qualifying match types include in-kind services, federal funding, other state funding, donated services or volunteer labor, force account (paid labor), supplies, materials and land acquisition (however, grant funds CANNOT be used for land acquisition). Donated professional services should be valued at the prevailing hourly rate with overhead costs.

Maintenance and operation of facilities receiving grants will be the responsibility of the applicant. All successful applicants will be required to enter into a formal contract and agree to other legal documents with the Canal Corporation to ensure the long term protection of the property and also restrict changes in the use of the property. A preservation covenant or conservation easement must be conveyed for work involving historic resources.

The liability for projects constructed, owned and maintained by awardees on real property not under the jurisdiction of the Canal Corporation will remain with the grant awardees. Projects on Canal Corporation real property must be designed and constructed with Canal Corporation approval and in accordance with engineering and design standards of the Canal Corporation. Projects must provide for public safety and must not interfere with canal operations or navigation. Projects will be required to meet all applicable insurance requirements. Projects on Canal Corporation real property may require the purchase, lease or permitting of the real property from the Canal Corporation, in accordance with all applicable laws and regulations and the Canal Corporation's "Canal Real Property Management Policy" and standard operating procedures.

Project plans must be reviewed and approved by the Canal Corporation before advertisement or contract letting. Every project must comply with all applicable local, state and federal laws, rules, regulations, requirements, ordinances and codes.

ADDITIONAL RESOURCES

For more information, eligible applicants should contact the New York State Canal Corporation, 30 South Pearl Street, Albany NY 12207 www.canals.ny.gov
<http://www.canals.ny.gov/community/grant.html>
procurement@canals.ny.gov

New York State Energy Research and Development Authority

Energy Efficiency Programs

Funding Available: Up to \$3 million available

NYS Energy Research and Development Authority - Flexible Technical Assistance (FlexTech)

DESCRIPTION:

Program provides eligible New York State commercial, industrial, multifamily and institutional end users with objective and customized engineering analysis to help make informed energy decisions.

ELIGIBLE TYPES OF APPLICANTS:

FlexTech is funded on a first-come, first-served basis until funds are exhausted. Eligible Applicants are New York State electricity distribution customers of a participating utility company, who pay into the System Benefits Charge (SBC). The SBC may be a line item on the customer's utility bills.

Eligible Applicants include, but are not limited to:

- Commercial Facilities
- Industrial Facilities
- Multifamily Facilities (5+ Units)
- Colleges and Universities
- Healthcare Facilities
- Agricultural Facilities
- Municipalities (Local Government)
- State Agencies & Government
- Not-for-profit Corporations
- Public and Private P-12 schools

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT REQUIREMENTS:

Customers who are in need of a service provider may choose from NYSERDA's FlexTech Consultant list comprised of firms under NYSERDA contract who have been competitively selected to provide technical services across the state. The current list of FlexTech Consultants is available on NYSERDA's website at www.nyserderda.ny.gov/flextech. Alternatively, customers may select their own service provider. Potential service providers include, but are not limited to: ESCOs, energy consultants, and engineering companies.

Eligible study categories include:

- Energy efficiency technical analyses
- Creation of a long-term energy plan
- Investigation of deep energy savings
- Investigation of Clean Heating and Cooling Systems including Air Source Heat Pumps, Ground Source Heat Pumps, Variable Refrigerant Flow, and Solar Heating and Cooling
- Investigation of distributed energy resources

Please refer to the FlexTech Program Opportunity Notice (PON) for a comprehensive list of eligible study categories: <https://www.nyserda.ny.gov/flextech>

PRE-APPLICATION REQUIREMENTS:

Customers must be contributing to the SBC. Work conducted prior to scope of work receipt is not eligible for cost-sharing.

SUCCESSFUL APPLICANT REQUIREMENTS:

Successful Applicants will work with NYSERDA staff, their NYSERDA FlexTech Consultant, or chosen service provider, to develop a detailed and site-specific scope of work. This scope of work will then be reviewed and approved by NYSERDA. Please contact NYSERDA for scope of work requirements.

Upon NYSERDA approval of the scope of work, NYSERDA will issue a Purchase Order for the project. Applicants may begin study execution upon NYSERDA's receipt of the scope of work at their own risk. Cost-share funds are not committed until the application and scope of work are approved and a Purchase Order is issued.

The draft final report will then be developed and submitted to NYSERDA for review and comment. Please contact NYSERDA for final report requirements. Upon NYSERDA approval of the final report, final payment may be issued.

FUNDING PRIORITIES:

Eligible applications are accepted on a first-come, first-served basis until funds are exhausted.

INELIGIBLE ACTIVITIES:

- New facilities or those that have undergone substantial renovations, which have not been occupied for more than one year are not eligible for energy efficiency study funding.
- Whole building, new construction, and new equipment commissioning is not eligible for energy efficiency study funding under this program.
- Detailed engineering design is not eligible for funding under this program.
- Applications seeking funding for single family and Publicly Assisted Housing are not eligible under this program but may apply under one of NYSERDA's other residential programs.
- Applications seeking funds to support the sale or distribution of energy are not eligible for funding under this program except as defined in NYSERDA's CHP requirements. Equipment purchases are not eligible for funding under this program, except for metering equipment, software costs, and other data collection hard costs. To be eligible for funding, the equipment must be a necessary component of the funded study.
- No service provider may apply for more than 25% of the funds available under this program. Power quality, power factor, and power conditioning studies are not eligible for funding under this program.
- Utility billing error analysis is not eligible for funding under this program.
- Organizations that generate, transmit, or distribute energy for sale are not eligible for funding under this component of the program.

SELECTION CRITERIA:

FlexTech provides funding on a first-come, first-served basis until funds are exhausted.

AWARD CRITERIA DETAILS

- **ELIGIBLE AREA, CITY, COUNTY POPULATION LIMITS OR POPULATION TARGET TYPES:** Customers must be contributing to the System Benefits Charge (SBC) on their electric utility bill in order to be eligible. Distribution customers of the six major New York State

electric utilities (Central Hudson Gas & Electric Corporation, Consolidated Edison, New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation) may contribute to the SBC.

- **LIMITATIONS:**
 - For most applications, NYSERDA will contribute fifty percent (50%) of the eligible share the costs of most eligible studies study costs, up to the lesser of either \$500,000 or ten percent (10%) of the Applicant's annual energy costs, based on an approved Scope of Work.
 - New Independent Service Providers and FlexTech Consultants are limited to five (5) open applications at any given time until they have demonstrated the ability to meet program requirements.
 - Unless otherwise negotiated, all work funded under this program must be completed within two (2) years of issuance of the Purchase Order. Service provider travel costs are limited to 3% of the total project cost.
 - An independent third-party consultant is required for all projects.
- **LONG RANGE GOALS:** FlexTech's goal is to increase productivity and economic competitiveness of participating facilities by identifying and encouraging the implementation of cost-effective energy efficiency.
- **PROJECT TERM COMPLETION DATES:** Individual study schedules vary. Unless otherwise negotiated, all work funded under this program must be completed within two (2) years of issuance of the Purchase Order.
- **MATCHING FUND REQUIREMENTS / DEADLINES:** If the customer chooses to work with a NYSERDA FlexTech Consultant, NYSERDA's contribution, up to 50% of the total project cost, will be paid directly to the Consultant, provided the work is acceptable to the customer and NYSERDA. The customer will pay the remaining percentage of the total project cost of the Consultant fees directly to the Consultant under terms and conditions to be negotiated by the customer and the consultant.

If the customer chooses to work with an independent service provider, the customer will pay 100% of the total project cost directly to the independent service provider under terms and conditions to be negotiated by the Applicant and the independent service provider. NYSERDA will reimburse the customer, up to 50% of their contribution to the total eligible project cost, provided the work is acceptable to the customer and NYSERDA.

All projects must include cost-sharing in the form of matching cash support from the customer. In-kind contributions of any type are not allowed as matching funds.

FlexTech funding is available on a first-come, first-served basis until funds are exhausted.

ADDITIONAL RESOURCES:

FlexTech Main Page: www.nyserdera.ny.gov/flextech

1-866-NYSERDA

NYS Energy Research and Development Authority – Commercial New Construction Program

DESCRIPTION:

The Commercial New Construction Program (CNCP) provides technical and financial support to evaluate energy efficiency options and to promote the installation of energy-efficient electric equipment in new and substantially renovated all-electric commercial and industrial buildings.

ELIGIBLE TYPES OF APPLICANTS:

- State and local governments, businesses, not-for-profit and private institutions, public and private K-12 schools, colleges and universities, and health care facilities in New York State that are electricity customers of a participating utility company, and that pay, or will pay, into the System Benefits Charge, are eligible for incentives.

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT REQUIREMENTS:

- Projects for which an architect or engineer is preparing and certifying construction documents, including:
 - New buildings, or space within a new building.
 - Substantial renovations to existing buildings where the space has been, or will be, vacant for at least 30 consecutive days; or where there is a change of use (e.g. warehouse to office).

PRE-APPLICATION REQUIREMENTS

- None.

SUCCESSFUL APPLICANT REQUIREMENTS:

- Submit a Consolidated Funding Application (CFA).
- Working with NYSERDA, identify, analyze and document potential energy efficiency measures and incentives. Technical support services during this phase may require cost-sharing between NYSERDA and the applicant, with the applicant's prior approval.
- Purchase and install equipment after receiving an incentive offer from NYSERDA.*

* NYSERDA may elect to inspect projects prior to final approval. If requested by NYSERDA the applicant must also provide access to the site for post-occupancy measurement and verification.

FUNDING PRIORITIES:

- Funding is available on a first-come, first-served basis until funds are exhausted;
- All applications to the CNCP are given equal consideration; and
- To ensure eligibility to participate in all services available through the CNCP and to maximize CNCP benefits, NYSERDA recommends that applications be submitted in the early schematic design phase or sooner.

INELIGIBLE ACTIVITIES:

- Applicants may not obtain incentives for the same energy efficiency measures through other NYSERDA programs or from programs offered by their local utility, unless specifically identified as acceptable in the PON;
- Ineligible projects include renovations and equipment upgrades at existing facilities where the facility will remain occupied during construction;
- Applicants who do not, or will not, pay into the System Benefits Charge through their local utility company at the site where the work is occurring are ineligible for participation in the program;

- Applicants may not obtain incentives for energy efficiency measures installed before an application is submitted and a CNCP incentive offer is issued by NYSERDA; and
- Energy-efficiency measures must be cost effective.

SELECTION CRITERIA:

- The program is open enrollment, advertised as a Program Opportunity Notice (PON), and is offered on a first-come, first-served basis subject to funding availability as of the date of the program offer letter.
- Incomplete or unauthorized applications will be returned.

AWARD CRITERIA DETAILS:

- **ELIGIBLE AREA, CITY, COUNTY POPULATION LIMITS OR POPULATION TARGET TYPES:** State and local governments, businesses, not-for-profit and private institutions, public and private schools, colleges and universities, and health care facilities in New York State that are electricity customers of a participating utility company, and that pay, or will pay, into the System Benefits Charge, are eligible for incentives.
- **LIMITATIONS:** Each PON is offered with defined technical assistance and incentive rates and caps. Refer to the current PON for details.
- **LONG RANGE GOALS:** The CNCP offers technical and financial support to effect a permanent transformation in the way buildings are designed and constructed for energy efficiency in New York State with a focus on replicable, deep energy savings and zero net energy projects.
- **PROJECT TERM COMPLETION DATES:** Financial incentives are based upon the predicted performance of building energy efficiency improvements as compared to a designated baseline. NYSERDA will provide written pre-approval of custom measure and whole building design applications qualified for financial incentives. This pre-approval authorizes the applicant to proceed with the specification, purchase and installation of specific equipment and building features described in the approved application. NYSERDA will hold the necessary incentive funds for the applicant until the building is completed. The applicant will be asked to provide written certification that the equipment and building features have been installed. Upon NYSERDA review and approval of the completed installation and any technical reports, a check will be issued to the applicant. NYSERDA may elect to inspect any and all projects prior to final approval and the applicant must provide site access to NYSERDA staff or contractors after project completion for possible measurement and verification.
- **MATCHING FUND REQUIREMENTS / DEADLINES:** Technical assistance is offered on a cost-shared basis and will be invoiced after delivery of the technical assistance report approved by NYSERDA or upon cancellation of the technical assistance services. Payment of the applicant's portion of the cost share is due within 30 days of the invoice date.

ADDITIONAL RESOURCES:

More information is available at <http://www.nyserderda.ny.gov/new-construction>.
1-866-NYSERDA

Carbon Neutral Economic Development Program

Funding Available: Up to \$15 million

DESCRIPTION

The New York State Energy Research and Development Authority (NYSERDA) has \$15 million of incentives available to support economic development projects in New York State. All projects must demonstrate that the project will achieve carbon neutral or net zero energy performance. Projects should also demonstrate how they will help achieve the goals of the Regional Economic Development Council's (REDC's) Strategic Plan or State Priority Issue Areas. Projects located in Long Island are not eligible for this funding.

Only sites that pay into the System Benefits Charge ("SBC") are eligible to apply. To be an SBC eligible project, the project must be a New York State electricity distribution customer of one of the following utilities: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation. Projects located in Long Island are not eligible for this funding.

Projects may qualify under one of the two following categories:

Category A:

The Carbon Neutral Economic Development Program provides eligible New York State commercial, industrial, institutional and mixed-use applicants with incentives on a competitive basis, for the construction of, or renovation to existing, buildings designed to achieve carbon neutral or net zero energy performance. Projects must demonstrate as part of their proposal how the project is replicable to a large number of similar buildings and how the approach is cost effective and reliable.

Incentives are available for the incremental cost of planning, design, construction, and installation of all technologies (as compared to the cost to build/renovate to a code compliant standard) utilized to achieve carbon neutral or net zero energy performance. Project awards will be up to 75 percent of eligible costs or \$2,000,000, whichever is less.

Category B:

The Carbon Neutral Economic Development Program provides eligible communities and owners of large real estate portfolios in New York State (e.g., communities, neighborhoods, campuses or large-scale private developers) with incentives on a competitive basis, for the planning, energy modeling and design necessary to convert the proposed building portfolio to achieve carbon neutral or net zero energy performance. There is no restriction for building types eligible under this category.

Incentives are available for the cost of planning, energy modeling, design, technical analysis, and other soft costs as approved by NYSERDA, of community-level, campus, or large private developer projects to achieve carbon neutral or net zero energy performance. Project awards will be up to 75 percent of the eligible costs, with a minimum project award amount of \$1,000,000 and a maximum project award amount of \$5,000,000. To qualify for this Category, projects must include at least 1 million square feet (of new construction or rehabilitation), or a total project implementation cost of at least \$50 Million.

APPLICATION SUBMISSION

No communication intended to influence this procurement is permitted except by contacting the designated contact Lori Borowiak at (518) 862-1090, ext. 3004 or by e-mail LoriNC@nyserda.ny.gov. If you have contractual questions concerning this solicitation, contact Elsyda Sheldon at (518) 862-1090, ext. 3232 or ElsydaSolicitations@nyserda.ny.gov. Contacting anyone other than the Designated Contacts (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

ELIGIBLE TYPES OF APPLICANTS

Eligible Applicants include, but are not limited to:

- Commercial Facilities
- Warehouses and Distribution Centers
- Restaurants, Breweries, Vineyards, and Distilleries
- Retail (must show alignment with Regional Priorities)
- Food Processing Facilities
- Colleges and Universities
- Healthcare Facilities
- Agricultural Facilities
- Municipalities (Local Government)
- State Agencies & Other State Government
- Not-for-profit Corporations
- Private Developers
- Mixed Use Facilities

The eligible Applicant for Category A projects is defined as the Site Owner. The eligible applicant for Category B projects is defined as the Site Owner when the entire project site is owned by a single entity. However, for Category B projects that have multiple Site Owners, the eligible Applicant may be the municipality, a business district, community organization, or other entity that can represent the combined interests of the site owners within the community. To be accepted as an aggregator of multiple site owners within the community, the aggregator must have letters of commitment from the site owners being represented.

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT REQUIREMENTS

Category A:

Carbon neutral performance, for Category A projects is defined as a building that is highly efficient, has no use of fossil fuels (excluding emergency generation) and its operation does not contribute to carbon emissions. For Category A projects choosing to pursue net zero energy performance, project performance will be defined as a highly energy-efficient, all-electric facility where the actual annual energy used on-site is less than or equal to the on-site renewable energy produced. The use of fossil fuels on site will result in a project not achieving carbon neutral or net zero energy performance, however, if fossil fuels must be utilized for a project due to energy requirements for an industrial process or for unregulated loads, NYSERDA may consider an exemption at its sole discretion. To be considered, the Applicant must explain the rationale for continuing to use fossil fuels and demonstrate that there is not an all-electric process that can replace the fossil fuel usage. In this instance, NYSERDA will consider the project's use of the US Department of Energy's publication of A Common Definition for Zero Energy Buildings in determining eligibility based on off-setting carbon-emitting fuels with additional renewable energy production. If the project is seeking to meet the net zero energy level of performance and the site cannot accommodate some or all of the renewable energy required for the project, the eligible Applicant may propose to utilize long-

term contracts for off-site renewable electricity generation (the electricity generated as part of these contracts must end up in the New York Control Zone to be considered eligible). Electric vehicle (EV) charging stations are strongly encouraged to be included in projects. However, it is not required that loads related to EV charging be included in the determination of net zero energy performance.

Incentives will be paid for the incremental cost to design and build the project to carbon neutral or net zero energy performance above the cost of building or renovating to the applicable New York State Energy Conservation Construction Code (e.g., the cost of installing a ground source heat pump to heat and cool the building, less the cost of installing a code-minimum heating and cooling system, etc.). The calculation of incentives will include all design and technologies that contribute to the building achieving carbon neutral or net zero energy performance (e.g., energy efficiency, renewable energy, battery storage, electric vehicle charging infrastructure, etc.), less incentives for clean heating or renewable energy systems provided by NYSERDA or utility programs. Applicants selected for award under this opportunity, will be ineligible to apply for other NYSERDA or utility energy-related incentives for new construction or energy analysis measures. Applicants applying for NYSERDA's Carbon Neutral Economic Development Program incentives must clearly describe the scope, schedule and budget for the project. The proposal should also include description of how the balance of the project will be funded or financed.

While NYSERDA may at its discretion consider some design costs that occur prior to award to be eligible, all physical work conducted to make capital improvements to the facility prior to a award will not be eligible for cost-sharing. Costs associated with work conducted to submit a proposal to this program are not eligible for reimbursement.

Applicants must commit to marketing and public awareness efforts regarding the carbon neutral attributes of their project. As such, the applicant is required to submit a marketing plan that will be implemented by the proposer, if selected, and explain how the plan will generate public interest in and demand for advanced clean energy and climate resilient buildings beyond and in addition to NYSERDA's promotional activities. Selected proposers are expected to cooperate with NYSERDA in the development of other promotional materials, such as but not limited to website, magazine articles, books, blogs, or videos. NYSERDA credits the project name, site owner(s) in all promotional material. Awardees are expected to participate in presentations. NYSERDA reserves the right to brand and market the winning projects as NYS Carbon Neutral Economic Development projects or a similar reference.

Category B:

Carbon neutral performance, for Category B projects is defined as highly energy efficient all-electric facilities, which have no use of fossil fuels (excluding emergency generation) and the operation of the facilities do not contribute to carbon emissions. For Category B projects choosing to pursue net zero energy performance, project performance will be defined as highly energy-efficient all-electric facilities within a project boundary where the actual annual energy used within the project boundary is less than or equal to the renewable energy produced within the project boundary. If fossil fuels must be utilized for a facility within the boundary due to energy requirements for an industrial process or for unregulated loads, the Applicant must explain the rationale for continuing to use fossil fuels and demonstrate that there is not an all-electric process that can replace the fossil fuel usage. In this instance, it is expected that the project will include a study of renewable energy measures in accordance with the project's use of the US Department of Energy's Common Definition of Zero Energy Buildings based on off-setting carbon-emitting fuels with additional renewable energy

production. If the project site cannot accommodate some or all of the renewable energy for the project loads within the project boundary, the Applicant is encouraged to propose to utilize long-term contracts for off-site renewable electricity generation (the electricity generated as part of these contracts must end up in the New York Control Zone to be considered as part of the project).

Electric vehicle (EV) charging stations are strongly encouraged to be included in communities, campuses, and large portfolio developments. However, it is not required that loads related to EV charging be included in the determination of net zero energy performance.

Incentives will be paid for the incremental cost to plan and/or design a Community, Campus, or large real estate portfolio project to achieve carbon neutral or net zero energy performance. It is expected that all projects that receive planning and design funds through Category B of this program will apply to NYSERDA and utility programs at a future date for incentives to co-fund the actual installation costs of project measures. However, projects shall not apply to NYSERDA or utility programs for planning, design, or analysis work included in the scope of work through this program, if selected. Applicants applying for NYSERDA's Carbon Neutral Economic Development Program incentives must clearly describe the scope, schedule and budget for the project. The proposal should also include description of how the balance of the project will be funded or financed.

Applicants must commit to marketing and public awareness efforts regarding the carbon neutral attributes of their project. As such, the applicant is required to submit a marketing plan that will be implemented by the proposer, if selected, and explain how the plan will generate public interest in and demand for advanced clean energy and climate resilient buildings beyond and in addition to NYSERDA's promotional activities. Selected proposers are expected to cooperate with NYSERDA in the development of other promotional materials, such as but not limited to website, magazine articles, books, blogs, or videos. NYSERDA credits the project name, site owner(s) in all promotional material. Awardees are expected to participate in presentations. NYSERDA reserves the right to brand and market the winning projects as NYS Carbon Neutral Economic Development projects or a similar reference.

It is expected that Applicants applying for Category B funding shall make a public commitment to decarbonize their community, campus, or large real estate portfolio, to publicize their pursuit of a carbon neutral goal, if the project is awarded through this program.

GRANT FUNDS MAY BE USED FOR COSTS ASSOCIATED WITH THE FOLLOWING CATEGORIES

Category A:

- Planning, Design, Energy Modeling and Integrated Project Delivery
- Energy Efficiency Improvements
- Upgrades and Appliances Necessary for Electrification
- On-site Renewable Energy Systems (photovoltaics, wind, or solar thermal), less applicable program incentives
- Advanced Controls to Enable Building-Grid Interactivity
- Ground-Source or Air-Source Heat Pumps, less applicable program incentives
- Electric Vehicle Charging Stations, less applicable program incentives
- Battery and Thermal Storage Systems, less applicable program incentives

- Commissioning
- Or other efficiency or renewable energy technologies, as determined by NYSERDA.

Category B:

- Master/Comprehensive/Site Plan as it pertains to design and energy performance
- Design as it pertains to energy performance or other work necessary to achieve a carbon neutral site
- Energy Modeling, Benchmarking and Technical Analysis
- Development of Zoning Ordinances
- Creation of Bid Documents
- Technical Guidelines & Training for overseeing the installation of energy efficiency measures, renewable energy, energy storage and electric vehicle charging infrastructure
- Case Studies

All Applicants:

At NYSERDA's sole discretion, NYSERDA may determine additional costs to be eligible if the Applicant is able to demonstrate to NYSERDA's satisfaction that these additional cost categories were specifically necessary to achieve net zero energy or carbon neutral performance as compared to what would have been necessary to complete a project that complied with New York State Energy Conservation Construction Code, or otherwise result in significant CO₂ savings at the site.

SUCCESSFUL APPLICANT REQUIREMENTS

Successful Applicants will work with NYSERDA to develop a detailed and site-specific scope of work, schedule and project budget.

Category A:

The Scope of Work will need to provide detailed information on the proposed comprehensive design to accommodate all building systems, unregulated energy loads, and renewable energy systems that will result in carbon neutral or net zero energy performance. Expenses incurred on upgrades made to existing buildings prior to submission of a Consolidated Funding Application (CFA) are not eligible expenses in the CFA project budget, however design-related expenses may be considered.

Proposed projects must be comprehensive in nature, and proposals of a nature that are single system or limited in scope may be deemed as ineligible if existing NYSERDA or utility programs are intended to support that single system project.

Category A: Scope of Work must include the following:

- Description of Facility:* New construction, change of use, or existing building; building use; energy demands; and the status of design. If the project will be completed in phases for multiple buildings or sections within a building, provide a description of each project phase.
- Carbon Neutral or Net Zero Energy Performance:* provide a description of the comprehensive scope that will be undertaken to achieve carbon neutral or net zero energy performance, including the all-electric building systems, all energy efficiency measures of the project, water conservation strategies, renewable energy systems, storage, electric vehicle charging equipment, etc. Applicants should describe how energy modeling will be used to inform the design of the project.
- Project Budget:* the project budget must identify the costs of carbon neutral or net zero energy performance as it relates to section B, inclusive of design, engineering, energy modeling, installation and commissioning. The project budget must clearly identify the

- incremental cost of getting to carbon neutral or net zero energy, above standard building practices, as well as available incentives for clean heating and renewable energy systems.
- D. *Project Timeline*: anticipated date for construction documents, construction start date, and construction complete date. If the project will be phased, provide a timeline for start and completion of each phase.
 - E. *Project Marketing Plan*: The proposer should describe how they intend to market and promote the project, including the sharing of information that could be useful to the industry. Additional and relevant information may include but should not be limited to information about the project design, the construction and operational processes, strategies to reduce costs, project costs that are either absolute or comparative, financing strategies, additional construction details, or lessons learned.

Category B:

The Scope of Work will need to identify the site boundary for the project, and provide the goals for the community, campus, or large private development project, inclusive of how those goals will be publicly committed to. The scope of work will need to identify how the carbon neutral or net zero energy aspect of the project will be planned and implemented, identify the building types that are anticipated to be included in the project (new and existing buildings), as well as the existing and anticipated renewable energy systems for the project. The project budget for this category must identify the carbon neutral or net zero energy related planning costs of the project.

Category B: Scope of Work must include the following:

- A. *Description of Campus/Community/Large Portfolio project*: Identify the project boundary, or provide a map of the project site(s). Identify the existing buildings, buildings expected to change use or undergo gut renovations, and the proposed new construction over the course of the project timeline; building uses; energy demands; and the status of the Planning and Design development of the project.
- B. *Carbon Neutral or Net Zero Energy Performance*: provide a description of the comprehensive scope that will be undertaken to convert the facilities within the boundary to all-electric systems to achieve carbon neutral or net zero energy performance for the large-scale development, identify what is needed to plan the project, how will the plan be implemented, and who is responsible for the enforcement of the plan, etc.
- C. *Project Budget*: the project budget must identify the costs of Planning and Design development for carbon neutral or net zero energy performance as it relates to section B, inclusive of planning, design development and performance criteria, engineering and technical analysis, and validation.
- D. *Project Timeline*: anticipated timeline for project planning and design development, as well as the anticipated project construction start date, and construction complete date.
- E. *Carbon Neutral Commitment*: describe how the Applicant will make a public commitment to pursuing carbon neutral performance.
- F. *Project Marketing Plan*: The proposer should describe how they intend to market and promote the project, including the sharing of information that could be useful to the industry. Additional and relevant information may include but should not be limited to information about the project design, the planning processes, strategies to reduce costs, project costs that are either absolute or comparative, financing strategies, additional analysis or technical details, or lessons learned.

All Applicants:

Successful Applicants must be able to clearly state in the project proposal how the project is aligned with the applicable REDC's Strategic Plan, and/or Regional/State Priorities, such as

how the project is aligned with the Region's Economic Clusters. NYSERDA, at its sole discretion, may choose to award projects in either Category, that are designed to meet another high performing standard.

NYSERDA, at its sole discretion, may choose to award highly replicable projects in Category A where only a portion of the building is seeking carbon neutral or net zero energy performance. In this instance, projects must demonstrate that the loads for that portion of the building will be separated from the other portions of the building, and the installed renewable energy system will be sized appropriately for those anticipated loads.

Upon NYSERDA selection for an award, NYSERDA will issue an Agreement for the project's estimated/eligible award amount.

FUNDING PRIORITIES

NYSERDA is most interested in supporting projects where the benefits of those projects are occurring in Disadvantaged Communities. Applicants may use NYSERDA's locator map to determine if a site is located within a Disadvantaged Community: <https://www.nyserda.ny.gov/ny/Disadvantaged-Communities>.

NYSERDA is seeking to support carbon neutral projects that are highly replicable in New York State, based on the project being cost effective, having lower operating costs, utilizing commercially available solutions, the economic viability of the project type, and potential for similar projects to follow the example of the awarded project.

INELIGIBLE APPLICANTS AND ACTIVITIES

Category A:

- Heavy Industrial Facilities,
- Sites that do not pay into the System Benefits Charge, and
- Applicants may not obtain incentives through this program for measures installed before an application is approved.

Category B:

- Applicants receiving an award from this opportunity may not obtain incentives through other NYSERDA or utility programs for any of the same planning or design work conducted under this program, however, it is assumed that applicants will be eligible for and receive utility and NYSERDA incentives for the capital costs associated with implementation;
- Sites that do not pay into the System Benefits Charge, and
- Applicants may not obtain incentives through this program for planning and design development, or measures installed, before an application is approved.

SELECTION CRITERIA

An Application is eligible to receive a total final score of 100, of which 80 percent is derived from the NYSERDA review criteria below and 20 percent is allocated to the applicable REDC. The REDC rates the degree to which the project aligns with the REDC's Strategic Plan.

In addition to the criteria noted below, NYSERDA shall have the discretion to consider additional factors in determining the relative merits of projects, demonstration of replicable carbon neutral or net zero energy projects, or other factors determined to advance carbon neutral or net zero energy construction in New York State.

Program Policy Factors:

- There is diversity of technologies, approaches, and/or methods utilized to achieve carbon savings;
- There is diversity among awardee sectors and industries;

- There is geographic diversity among awardees;
- The applicant is located in an area of natural gas resource constraint; and
- There are of alternate sources of financial support available via other programs funded by the Systems Benefit Charge (e.g. traditional utility programs).

Regional and State Economic Development and Energy Strategies:

- Alignment with the REDC's stated Economic Clusters or Strategic Plan;
- Contributes to State Priority Issue Areas, including but not limited to:
 - Downtown Revitalization Initiative and Strategic Community Investment: Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.
 - Improving Access to Childcare: Despite record investments in childcare, many New Yorkers still struggle to access high quality childcare. This issue forces families to choose between quality childcare and employment or places families in the position to use unlicensed childcare providers. Applicants should provide any information about their project that works to improve access to childcare.
 - Environmental Justice: Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind. Applicants should provide any information about how their project actively works to address these issues. Whether the project will have a significant regional impact or is likely to increase the subject community's economic viability and vitality.
- Contributes to NYSERDA Priority Issue Area, including but not limited to:
 - Disadvantaged Communities: The Climate Leadership and Community Protection Act (CLCPA) requires state agencies, authorities, and entities to direct funding in a manner designed to achieve a goal for disadvantaged communities to receive forty percent of overall benefits of spending on clean energy and energy efficiency programs.
 - Health Across All Policies/Age-Friendly NY: This funding also supports Governor Cuomo's initiative to advance Health Across All Policies/Age-Friendly NY (Executive Order 190), a collaborative approach that integrates health considerations into policymaking and program development across all sectors to improve community health and wellness. To encourage the economic and civic strengths of the aging population and to incorporate the social needs and desires of aging New Yorkers, NYSERDA will promote economic development that improves community health and wellness and supports age-friendly communities. Projects that favorably impact the ability of individuals to continue living in their homes and communities in a manner consistent with their abilities, and approaches that build toward a future in which every New Yorker can enjoy wellness, longevity, and quality of life in strong healthy communities are encouraged to describe in detail how the project addresses age-friendly inclusion.
 - Energy System Constraint: The State has identified areas where significant demand has led to natural gas distribution system constraints. Carbon neutral and net zero energy projects located in these areas of the State are increasing the economic vitality of the community without reliance on fossil fuels.

Performance Measures:

- The estimated energy performance of the project, including all building systems, unregulated loads and renewable energy systems;
- The applicant's commitment to meet the carbon neutral or net zero energy performance standard;
- Whether the project will include integrated design principals, or will be designed to meet third-party performance validation standards (e.g., Passive House certification, Living Buildings Challenge, LEED Zero); and
- Whether the project is technically feasible, innovative, and superior to alternatives.

Cost Effectiveness:

- The estimated return on investment that the project identified in the application will generate (energy savings, lower operating costs, productivity, improved work environment) for the project cost;

Replicability:

- Whether the design and construction utilizes materials and equipment that is commercially available;
- Whether the project scope is highly replicable for similar development projects within the Region or the State;
- Whether the project type and sector are economically viable in the current market;
- The degree of project readiness and likelihood of completion, including, where applicable for real estate development projects, if there are identified tenants for a completed project; and
- The degree of the Applicant's financial viability and strength of financials/operating history/credit score.

Resiliency and Embodied Carbon:

- Design features to address occupant comfort and health and safety; durability, and sustainability. Additionally, features related to reducing the project's embodied carbon and global warming potential such as the proposed building materials, construction methods or refrigerant gases intended to be used in mechanical systems shall be described.
- Strategies to ensure the low-carbon building strategies, the building itself, and its occupants are resilient to future climate impacts; including strategies such as raising critical system components above flood levels; creating areas of refuge within the building for occupants to shelter in place during heat events, power outages, or flooding; ensuring adequate passive survivability (e.g., the building will maintain safe thermal conditions in the event of an extended power outage or loss of heating fuel, or backup power will satisfy critical loads); or other resilience-enhancing strategies. The specific climate risk should be identified (e.g., more intense heat waves), and how the proposed strategy will increase resilience by addressing that risk should be described in detail. For any buildings in the 500-year flood zone or that are otherwise at risk of current or future flooding, flood-mitigation measures should be incorporated into the design; at a minimum, critical system components should be raised above the 500-year flood elevation unless an alternative flood-mitigation plan to protect those critical components is proposed, and ultimately determined to be acceptable during the awarded project's contracting process, at NYSERDA's sole discretion.
- For guidance on managing future flood risk, refer to the State [Flood Risk Management Guidance](#). For guidance on climate change and climate resilience, refer to the [ClimAID climate projections for New York State](#), the New York [Adapting Buildings for a Changing Climate](#) website, and the [NYC Climate Resiliency Design Guidelines](#).

AWARD CRITERIA DETAILS

- An initial screening for eligibility will be conducted several weeks after the close of the CFA. Applicants that are determined to not meet basic eligibility criteria will be informed at that time that they are not eligible for further consideration of this program for this year.
- Notice of a funding award will be given in the form of a contract outlining the terms of the proposed assistance. Project funding may only be used for expenses incurred after the date that notice of the funding award is given. Applicants are strongly encouraged to review and countersign NYSERDA's Agreement prior to starting the project.
- All Applicants will be required to certify and agree that any decrease in the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, may result in NYSERDA's reduction of the award, in NYSERDA's sole discretion, in an amount proportionate to any such decrease.
- All Applicants will be requested to certify and agree that any expansion of the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, may not result in an increase of the award, consideration of scope changes will be at the sole discretion of NYSERDA.
- Please note that awarded grants are transferable at the sole discretion of NYSERDA.
- It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of NYSERDA, doubt as to its viability, NYSERDA reserves the right to cancel its funding commitment to such project. NYSERDA reserves the right to require Recipient to provide any additional information and/or documentation NYSERDA deems necessary and terminate the project at any point if the applicant fails to provide such documentation in a timely manner.
- All required public approvals must be in place prior to the start of construction and installation of renewables, including State Environmental Quality Review (SEQR) and consultation with the State Historic Preservation Office, if applicable. Physical work on a NYSERDA-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.
- Grant funds originally awarded to projects that have since been cancelled or terminated will be repurposed for economic development projects by NYSERDA at its discretion in consultation with the REDCs.
- ELIGIBLE AREA, CITY, COUNTY POPULATION LIMITS OR POPULATION TARGET TYPES: Applicants in REDC regions must be contributing to the System Benefits Charge (SBC) on their electric utility bill in order to be eligible. Distribution customers of the six major New York State electric utilities (Central Hudson Gas & Electric Corporation, Consolidated Edison, New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation) may contribute to the SBC.
- LIMITATIONS:
 - For most Category A applications, NYSERDA will contribute up to seventy-five percent (75%) of the eligible net zero energy design and construction costs, up to \$2,000,000, based on an approved Scope of Work.

- For Category B applications, NYSERDA will contribute up to seventy-five percent (75%) of the eligible net zero energy planning and design costs, up to \$5,000,000, based on an approved Scope of Work.
 - An independent third-party energy consultant is required for all projects.
 - Energy standards developed by NYSERDA for existing Standard Offer programs, such as NY Sun and Charge NY, including the use of eligible installers, will be required for awarded projects.
 - Post-construction monitoring and verification of performance is required for all awarded projects.
- **LONG RANGE GOALS:** NYSERDA's goal is to increase the economic competitiveness of facilities by providing technical and financial support for the implementation of cost-effective energy efficiency and renewable energy technologies.
 - **PROJECT TERM COMPLETION DATES:** Financial incentives are based upon the predicted cost of planning, design and/or construction to achieve carbon neutral or net zero energy performance, as determined in the approved Scope of Work.
 - Category A: NYSERDA will provide payments of incentives in at least three designated stages during the design and construction of the project: 1) Design Complete/ Buildings Department Approval; 2) 50% construction complete, with delivery of systems equipment on-site; and 3) when construction is complete.
 - Category B: NYSERDA will provide payments for time and materials on a monthly or quarterly basis.
 - **MATCHING FUND REQUIREMENTS / DEADLINES:** The Applicant will pay the remaining percentage of the total project cost of the design and construction of the project.
 - All projects must include cost-sharing in the form of matching cash support from the Applicant. In-kind contributions of any type are not allowed as matching funds.

ADDITIONAL RESOURCES

For more information, applicants should contact the New York State Energy Research and Development Authority, 17 Columbia Circle, Albany, New York 12203, call (518) 862-1090 ext 3004, email LoriNC@nyserda.ny.gov or visit: <https://www.nyserda.ny.gov/>.

Commercial and Industrial (C&I) Carbon Challenge

Funding Available: Up to \$15 million available

DESCRIPTION

The New York State Energy Research and Development Authority (NYSERDA) has \$15 million of incentives available in two categories to support clean energy project portfolios for large Commercial and Industrial customers across New York State. All projects must demonstrate carbon emissions savings and be installed within a 3-year implementation period. Eligible projects include, but are not limited to, energy efficiency improvements, retrofits, clean heating and cooling, carbon capture, utilization and storage, industrial process emission reduction, and on-site renewable energy systems. The purpose of the funding available in this program is to achieve cost-effective carbon emission reduction by providing large customers with flexible funding streams.

The Commercial and Industrial (C&I) Carbon Challenge provides eligible New York State commercial, industrial, and institutional applicants with incentives on a competitive basis. Applicants are required to identify a carbon savings goal and the projects they will complete to meet that target. Available awards range from \$500,000 to \$5 million. Award amounts are determined by the size of the carbon savings goal.

Projects may qualify under one of the two following categories:

Category A - \$10 million in funding available

Proposals in which 30% or more of the carbon savings goal derive from low-carbon fuels, carbon capture, utilization, and storage, industrial process emission reduction, and/or beneficial electrification projects

- Beneficial electrification is defined for the purposes of this program as the utilization of electricity for activities that would otherwise consume fossil fuels.
- Industrial process emissions are those generated from physical or chemical changes to materials in the manufacturing process, unrelated to the consumption of energy
- Applicants will indicate on Attachment B whether a particular project is a category A eligible project, but the ultimate determination of whether a project fits this designation is at NYSERDA's sole discretion.

Category B - \$5 million in funding available

All other proposals fall into Category B.

NYSERDA reserves the right to move funding from one category to another based upon proposal submissions.

APPLICATION SUBMISSION

In addition to the CFA Application, Applicants to this program will be required to complete additional required attachments:

- Attachment A, Clean Energy Action Plan - The Clean Energy Action Plan serves as the keystone document for tracking the overall strategic approach of the Applicant throughout the C&I Carbon Challenge program. It will be used to document goals; track timelines and key metrics including costs, savings, and personnel requirements; provide high level overviews of project implementation planning and ongoing progress; and detail measurement and verification approaches as projects are finalized.

- Attachment B, Project Savings Tracker – This calculation and tracking tool is meant to assist Applicants in determining their carbon savings goal and the value of their award. Each project included in the Clean Energy Action Plan must be included on this spreadsheet.
- Attachment C – Data Collection Form

These attachments can be found at <https://www.nyserda.ny.gov/cicc>.

APPLICATION QUERIES

No communication intended to influence this procurement is permitted except by contacting Sean Mulderrig at (212)-971-5342, ext. 3804 or by e-mail sean.mulderrig@nyserda.ny.gov (for technical questions). If you have contractual questions concerning this solicitation, contact Nancy Marucci (Designated Contact) at (518) 862-1090, ext. 3335 or nancy.marucci@nyserda.ny.gov. Contacting anyone other than the Designated Contacts (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

ELIGIBLE TYPES OF APPLICANTS

Eligible Applicants include, but are not limited to:

- Colleges and Universities
- Food and Beverage Processing
- Health Care Facilities
- Manufacturing
- Mining and Extraction
- Municipal Facilities
- Multifamily Residential
- Not-For-Profit and Private Institutions
- Office Buildings
- Public and Private K-12 Schools
- Retail
- State and Local Governments
- Warehouse and Distribution Facilities
- Wastewater Treatment Plants

While third party advisors or consultants are permitted to assist in preparing applications, they are not an eligible applicant.

Applicants implementing projects for customers or at 3rd party sites in order to scale the impact of an emissions reduction solution will be eligible provided they meet all pre-application requirements.

PRE-APPLICATION REQUIREMENTS

- All participating sites identified in the proposal must pay the electric SBC;
- Work conducted prior to the execution of an Agreement between NYSERDA and the applicant is not eligible for cost-reimbursement;
- New construction and expansion projects are not eligible for this program; and
- The applicant must have an average monthly peak electric demand of 3 MW or greater.
 - This is calculated by averaging the monthly peak demand over the 12-month period preceding the submission of this application. This demand requirement can be met by a single applicant site or aggregating the demand of multiple applicant sites across New York State.

- The applicant must have an average monthly peak electric demand of 1.5 MW or greater that is serviced by market power providers to whom the Applicant pays the SBC.
- Projects must be performed on systems with a remaining useful life of at least six years.

If selected to receive an award, applicants may be asked to provide additional proof to show that they meet the electric demand requirements.

Work conducted prior to the execution of an Agreement between NYSERDA and the Applicant is not eligible for cost-reimbursement.

ELIGIBLE ACTIVITIES / PROGRAM BENEFIT REQUIREMENTS

Grant funds may be used for any energy or industrial-process related projects that can reduce carbon emissions. These actions include, but are not limited to:

- Energy Efficiency Improvements
- On-site Renewable Energy Systems (photovoltaics, wind, or solar thermal)
- Ground-Source or Air-Source Heat Pumps
- Battery Storage
- Carbon Capture, Utilization, and Storage
- Process Emission Reduction
- Low-Carbon Fuel Use
- Other efficiency or renewable energy technologies.

For certain carbon reduction measures, awardees will be required to meet NYSERDA minimum quality standards and work with NYSERDA approved participating contractors, where applicable. More information on approved contractors can be found here:
<https://www.nyserderda.ny.gov/Contractors/Find-a-Contractor>.

Selected applicants will work with NYSERDA to develop a 4-year contract agreement commencing in 2021. All carbon reduction projects must be installed within 3 years of agreement execution. The final year will be used to complete any outstanding measurement and verification (M&V), if necessary, and determine final project results.

Awards are determined by the size of the carbon savings goal. As the amount of carbon saved increases, the financial incentives increase. For each ton of carbon reduced, NYSERDA will provide funding according to a marginal rate schedule shown below.

Category A	
mtCO ₂ e	\$ per mt CO ₂ e
0 - 25,000	\$20.00
25,000 - 60,000	\$22.00
60,000 - 125,000	\$24.00
125,000 - 200,000	\$26.00
200,000+	\$28.00

Category B	
mtCO ₂ e	\$ per mt CO ₂ e
0-50,000	\$11.00
50,000 - 80,000	\$15.00
80,000 - 150,000	\$17.00
150,000 - 250,000	\$22.00
250,000 - 375,000	\$25.00
375,000+	\$26.00

Here is an example of how the award size is calculated: an applicant submits a proposal under Category A that sets a target of reducing 130,000 tons of CO2 equivalent. The overall award equals

$$(25,000mt \times \$20) + (35,000mt \times \$22) + (65,000mt \times \$24) + (5,000mt \times \$26) = \$2,960,000$$

To provide Applicants with flexible funding, up to 70% of the overall award will be made available as project costs are incurred. NYSERDA and awardees will use the Clean Energy Action Plan and monthly meetings to document expected costs and determine funding requirements, ensuring disbursements are proportional to all project costs anticipated through the Clean Energy Action Plan and align with progress toward carbon savings goal. Participants will be required to provide NYSERDA with invoices for incurred costs and remittance of payment will be at the discretion of the Project Manager.

All remaining funds will be awarded upon completion of M&V conducted by a third-party evaluator and will be subject to readjustment based on the participant's performance relative to their stated carbon savings goal according to the marginal rate schedule.

Projects that receive an award under the C&I Carbon Challenge program will not be eligible to apply for any other efficiency or renewable energy incentives from NYSERDA or the proposer's utility. However, Applicants that are not awarded incentives through this competitive selection process may be eligible to participate in other NYSERDA or utility programs as applicable.

NYSERDA will have discretion to accept only a portion of the submitted portfolio of projects for funding. Any individual project(s) not selected for funding will still be eligible for alternative NYSERDA or utility incentive program funding.

SUCCESSFUL APPLICANT REQUIREMENTS

Selected C&I Carbon Challenge awardees will be expected to work closely with NYSERDA in updating, refining and implementing Clean Energy Actions Plans over the term of the program. Each program participant will receive the benefit of a dedicated NYSERDA Project Manager. The Project Manager will work with participants to track progress, provide feedback and guidance on measures to be implemented, and coordinate cross-collaboration with participants and NYSERDA external resources when necessary or requested.

Both the Clean Energy Action Plan and the Project Savings Tracker will be required to be updated on a bi-annual basis, at a minimum. The originals of these documents submitted in this application will serve as the initial document to which all revisions will be applied. Updates will encompass the following:

- Indication of instances where estimates have been revised or implementation plans have been altered
- A brief summary of all Clean Energy Actions taken to date
- A detailed account of progress on completed measures, including:
 - Project Costs
 - Estimated Savings
 - Verified & Realized Savings
 - Upcoming Measurement and Verification actions
- Identification of new measures, if applicable

SELECTION CRITERIA

An Application is eligible to receive a total final score of 100, of which 80 points are derived from the NYSERDA review criteria below and 20 points are allotted by the applicable Regional Economic

Development Council. The REDC rates the degree to which the project aligns with the REDC's Strategic Plan.

Proposals that meet solicitation requirements will be reviewed by a Scoring Committee using the Evaluation Criteria below **listed in order of importance**. After proposals are reviewed, NYSERDA will issue a letter to each proposer indicating the proposal evaluation results. NYSERDA reserves the right to adjust awards and related carbon goals based on available funding.

1. Project Analysis (25 points)

- Does the proposer demonstrate a thorough investigation of potential measures and sound reasoning for selecting their proposed approach? How thoroughly have projects been scoped? What level of analysis has been completed? Is the methodology for determining energy savings or generation provided and well detailed? Are assumptions disclosed? Are project costs reasonable and based on customer experience and/or market intelligence? Have projects in the proposal been examined in a NYSERDA FlexTech study?

2. Project Plan (20 points)

- Does the proposed plan and approach utilize well established means of implementing energy efficiency and/or distributed energy resource projects? Does the proposed approach utilize technologies or solutions that have proven themselves in the marketplace? Can projects feasibly be completed according to the proposed schedule? Does the personnel identified to work on projects possess the experience necessary to ensure success? Are adequate means of tracking project metrics and schedules in place?

3. Experience (15 points)

- Does the proposer have a codified institutional or corporate social responsibility framework? Does the proposer have a demonstrated record of sustainable planning and implementation? Has the proposer set specific sustainability goals and is there a track record of achieving them? Has the proposer traditionally undertaken energy efficiency or distributed energy resource projects? Are adequate personnel resources in place to deliver on sustainability goals?

4. Project Scale (10 points)

- How many metric tons of carbon equivalent will the applicant reduce? What level of cost-sharing will be required by NYSERDA?

5. Disadvantaged Community Impacts (10 points)

- Will the proposal offer benefits to disadvantaged communities?

In addition to the criteria noted above, NYSERDA shall have the discretion to consider additional factors in determining the relative merits of projects to illustrate innovative carbon-reducing strategies in New York State. NYSERDA may also consider the following program policy factors in making award decisions:

- There is diversity of technologies, approaches, and/or methods utilized to achieve carbon savings;
- There is diversity among awardee sectors and industries;
- There is geographic diversity among awardees;
- The applicant is located in an area of natural gas resource constraint; and
- There are of alternate sources of financial support available via other programs funded by the Systems Benefit Charge (e.g. traditional utility programs).

AWARD CRITERIA DETAILS

- An initial screening for eligibility will be conducted several weeks after the close of the CFA. Applicants that are determined to not meet basic eligibility criteria will be informed at that time that they are not eligible for further consideration of this program for this year.
- Notice of a funding award will be given in the form of a contract outlining the terms of the proposed assistance. Project funding may only be used for expenses incurred after the date of contract execution. Applicants are strongly encouraged to review and countersign NYSERDA's Agreement prior to starting the project.
- All Applicants will be required to certify and agree that any decrease in the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, may result in NYSERDA's reduction of the award, in NYSERDA's sole discretion, in an amount proportionate to any such decrease.
- All Applicants will be requested to certify and agree that any expansion of the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, may not result in an increase of the award, consideration of scope changes will be at the sole discretion of NYSERDA.
- Please note that awarded grants are transferable at the sole discretion of NYSERDA.
- NYSERDA expects projects to proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in NYSERDA's exclusive judgment, doubt as to its viability, NYSERDA reserves the right to cancel its funding commitment to such project. NYSERDA reserves the right to require Recipient to provide any additional information and/or documentation NYSERDA deems necessary and terminate the project at any point if the applicant fails to provide such documentation in a timely manner.
- All required public approvals must be in place prior to the start of construction and installation of renewables, including State Environmental Quality Review (SEQRA). Physical work on a NYSERDA-funded project may not be started prior to the completion of any necessary environmental review.
- Grant funds originally awarded to projects that have since been cancelled or terminated may be repurposed for economic development projects by NYSERDA at its discretion in consultation with the REDCs.

ADDITIONAL RESOURCES

For more information, applicants should contact Sean Mulderrig at the New York State Energy Research and Development Authority, 17 Columbia Circle, Albany, New York 12203, call (518) 862-1090 ext 3804, email sean.mulderrig@nyserda.ny.gov or visit: <https://www.nyserda.ny.gov/All-Programs/Programs/CI-Carbon-Challenge>.

New York Power Authority

ReCharge New York

Amount available: Up to 22 Megawatts (availability as of 4/1/21)

Description:

ReCharge New York (RNY) is a statewide economic development power program designed to retain or create jobs through allocations of lower cost electricity to businesses and Not-for-Profit Corporations. There is also power available to be allocated to businesses that plan to expand operations in the state or are looking to relocate to New York State. The RNY power program is a valuable tool for promoting economic development within the state. Businesses and Not-for-Profit Corporations are eligible to apply. The program is not available to sports venues, retail businesses, gaming or entertainment related establishments, and places of overnight accommodations.

Allocations of ReCharge New York power will be awarded based on a competitive application process based on legislative criteria. Recommended allocation awards must be approved by the Economic Development Power Allocation Board and the New York Power Authority Board of Trustees. Allocations of RNY power (in kW) will be delivered after the execution of a contract. The contract could be a term of up to seven years and will specify employment commitments and other terms and conditions for retaining the RNY power allocation.

For more information, eligible applicants should call the ReCharge New York Hotline at 888-JOBSNYS (888-562-7697) or email PoweringBusiness@nypa.gov.

New York State Department of Environmental Conservation

Climate Smart Communities Grant Program

Funding Available: Up to \$11 million

Program Description

The Climate Smart Communities (CSC) Grant Program provides funding for municipalities to address climate change mitigation (reduction of greenhouse gas emissions) and climate change adaptation (reduction of risk associated with climate change hazards) at the local level. Projects are divided into two categories.

1. Implementation: These projects either reduce greenhouse gas (GHG) emissions from the non- power sector (e.g., transportation, refrigerants, food waste) or reduce risks to residents, infrastructure, and/or natural resources from hazards linked to climate change (e.g., cooling centers, flood plain restoration, reduction of flood risk).
2. Certification: This category includes inventories, assessments, and planning projects that build local capacity to respond to climate change. These projects also move municipalities toward being designated as certified Climate Smart Communities, if they choose to become certified.

Per New York State (NYS) Environmental Conservation Law § 54-1511(3), a local match equal to 50% of total eligible project costs is required. For example, a project with an eligible total cost of \$100,000 is eligible for a \$50,000 grant and the grantee must provide a \$50,000 local match.

CSC grants are reimbursement based, see Reimbursements and Reporting section of this request for applications (RFA) for additional details.

Question and Answer Period

For grant-specific questions contact Myra Fedyniak at the NYS Department of Environmental Conservation (DEC), Office of Climate Change (OCC), 625 Broadway, Albany, NY 12233-1030, 518-402- 8448 or cscgrants@dec.ny.gov . Additional information on OCC grant programs can be found online at <https://www.dec.ny.gov/energy/109181.html#CSC> .

The question and answer period will run from the Consolidated Funding Application (CFA) opening date to the middle of the CFA cycle. Questions and answers will be posted to the CFA FAQ page at <https://regionalcouncils.ny.gov/> following the end of the question and answer period.

For general information and questions on the CSC Certification program, please call 518-402-8448, email climatesmart@dec.ny.gov or see <https://climatesmart.ny.gov/>.

Eligibility

Eligible Applicants

All municipalities in the State of New York are eligible to apply for funding in response to this request for applications (RFA). For the purpose of this RFA and pursuant to 6 NYCRR

§ 492-1.1(j), a municipality is defined as a county, city, town, village, or borough (referring only to Manhattan, Bronx, Queens, Brooklyn, and Staten Island) residing within New York State.

Political subdivisions such as municipal corporations, school districts, district corporations, boards of cooperative educational services, fire districts, public benefit corporations, industrial development authorities, and similar organizations are **not eligible** to apply in response to this RFA.

Applicants do not need to be a certified or registered CSC or be working toward CSC certification to apply in response to this RFA.

Two or more municipalities, or one municipality and a quasi-governmental entity or non-profit organization, may collaborate on a project; however, the applicant must be a municipality. See the Partnerships section of this RFA for more details.

Applicants may submit several applications, but no more than one application may be submitted for the same project or project location.

Eligible Timeline

The start date for all contracts awarded through this RFA will begin after the awards have been announced, the procurement package has been approved by the NYS Comptroller, and the contracts have been created in the Grants Gateway. Project costs must be incurred between the contract start and end dates to be considered eligible for reimbursement or match. Applicants should not submit applications in response to this RFA if they do not anticipate they can complete the proposed project(s) within five years of the contract start date.

Eligible Project Types and Funding Levels

There are two different project categories within the CSC grant program – implementation and certification. The implementation category is divided into two subcategories, implementation-mitigation and implementation-adaptation. Each category and subcategory is detailed below. Proposed projects must demonstrate an ability to identify, mitigate and/or adapt to climate change vulnerability and risk or demonstrate potential to reduce greenhouse gas emissions outside the power sector, as per ECL 54-1507. Projects must result in a climate benefit to be eligible.

Implementation Projects

Eligible implementation projects must be non-power sector GHG mitigation or climate change adaptation projects as described below and be located within the State of New York. The expected useful life of an implementation project is a minimum of 10 years, pursuant 6 NYCRR section 492-3.3(e).

Total available - up to \$10 million

Minimum grant award - \$50,000

Maximum grant award - \$2,000,000

For construction and infrastructure projects, design and engineering expenses are limited to a maximum of 15% of the grant request.

For projects with outreach or educational components, curriculum or program development expenses are limited to 15% of the grant request.

No more than 50% of the total available funds for implementation projects will be awarded to municipalities with populations greater than 100,000 or to any single municipality.

If funding in the implementation category remains after all awards in the implementation category are made based on eligibility, program requirements and goals, and passing score, DEC reserves the right to apply the remaining funding to eligible proposals in the certification category.

Implementation-Mitigation Projects

Eligible projects in the implementation-mitigation category must provide a reduction in GHG emissions from the non-power sector. Implementation-mitigation projects shall be one of the following types:

1. Reduction of Vehicle Miles Traveled (VMT). Transportation is the largest source of GHG

emissions in NYS. Reducing the single-occupancy vehicle trips for daily needs will reduce GHG emissions. Reduction of VMT projects include, but are not limited to the following:

- Construction of on-road or off-road facilities for non-motorized forms of transportation that facilitates commuting or access to daily needs.
- Implementation of transit improvements that have the potential to substantially increase ridership, improve access to daily needs, and/or increase commuting by mass transit.
- Implementation of projects or programs such as densification or implementation of smart-growth strategies to reduce the distance commuted in single occupancy vehicles.

2. Reduction of Organic Waste. These projects divert food waste and other organic material from landfills where it produces methane. Projects include, but are not limited to the following:

- Implementation, expansion, or piloting of education and outreach programs to prevent wasted food and reduce the volume of surplus food in the community (i.e., source reduction at the consumer level), thereby increasing the diversion of food waste from landfills.
- Increasing edible food donated to the hungry, e.g., establishment or expansion of food-donation programs, purchase and installation of storage equipment for food, purchase and use of edible-food collection vehicles, and infrastructure for the storage and management of edible food.
- Implementation, expansion, or piloting of a food-waste pick-up service for residents, businesses, institutions, or municipal facilities to be repurposed as animal feed or composted at an organics recycling facility.
- Construction of new (or the expansion of existing) facilities to process food scraps via anaerobic digesters (e.g., at wastewater treatment facilities) or composting.

3. Refrigerant Management. Refrigeration and cooling systems contain GHGs that are many times more potent than carbon dioxide at trapping heat in the atmosphere. Leakage of the refrigerants is a regular occurrence from heating, ventilation, and air conditioning (HVAC) equipment, refrigerators, ice rinks, chillers, window air conditioners, and dehumidifiers. Municipalities can reduce or eliminate the harm caused by refrigerants by converting to zero or low global

warming potential (GWP) alternatives, instituting leak management systems and repair plans, or providing for the proper disposal of appliances in the community. See [https://www.dec.ny.gov/docs/administration_pdf/cscrefrig\(1\).pdf](https://www.dec.ny.gov/docs/administration_pdf/cscrefrig(1).pdf) for additional information regarding refrigerants and <https://meetny.webex.com/recordingservice/sites/meetny/recording/ae5732c2551a49d0b5570059dc26f447/playback> for a CSC webinar on refrigerant management. Projects in this category include, but are not limited to the following:

- Replacement or retrofit of refrigeration equipment, chillers, or air-conditioning equipment (such as window units) with alternative refrigerants that have a GWP of 700 or lower. Currently, systems that run on ammonia have the lowest GWP, but other options may be available. Lists of alternative refrigerants and their GWP can be found online on the United States Environmental Protection Agency website at <https://www.epa.gov/snap/substitutes-refrigeration-and-air-conditioning>, among others. Applicants should contact potential vendors to determine the available options for low-GWP alternatives in different types of equipment and examine the technical documentation for the associated equipment.
- Installation of refrigerant leakage monitoring equipment and establishment of a monitoring and repair plan.
- Establishment of disposal programs to recover and recycle refrigerants, including those from automobiles, or properly dispose of equipment containing refrigerants. (For example, see <https://www.epa.gov/rad> .)
- Adoption of codes to enable and encourage the use of alternative refrigerants or requirements for proper monitoring, repair, and disposal of refrigerants.
- Implementation of education and outreach programs for residents and local businesses regarding the reduction of GHG emissions from refrigerants.
- Evaluation of local government operations for opportunities to reduce refrigerant emissions including, but not limited to, an inventory of equipment, refrigerants used, maintenance schedules, leak rates, and alternatives. The evaluation must include a list of recommendations and actions to be taken by the local government to implement a leakage control, retrofit, or replacement program.
- Implementation of a comprehensive refrigerant management program for the municipality (which should include above components, including procurement of new equipment, installation of new equipment, maintenance of new and existing equipment, and disposal). (For more information, see <https://www.epa.gov/rad> , https://www.sustainablepurchasing.org/wp-content/uploads/2020/09/2020.09.29_Climate_Friendly_Refrigerants_Acton_Team_FINAL.pdf , and <https://www.climatefriendlycooling.com/about.html> .)

Implementation-Adaptation Projects

Eligible adaptation project types include any project designed to provide a meaningful reduction of risk to residents, infrastructure, and/or natural resources from hazards projected to become more severe or frequent as a result of climate change. Such projects

include, but are not limited to the following:

- Increasing or preserving natural resilience, such as construction of living shorelines and other nature-based landscape features to decrease vulnerability to the effects of climate change and to improve or facilitate conservation, management, and/or restoration of natural floodplain areas and/or wetland systems.
- Flood-risk reduction, including but not limited to, strategic relocation or retrofit of climate- vulnerable critical municipal facilities or infrastructure to reduce future climate change-induced risks to those facilities.
- Replacing or right-sizing flow barriers, including but not limited to, right-sizing bridges or culverts, or improving flow barriers to facilitate emergency response or protection of population centers, critical facilities, infrastructure, and/or natural resources, based on assessment of projected future conditions. Such projects should include information on upstream occurrences that may be contributing to the problem, potential downstream impacts of the proposed project, and overall watershed assessment of the waterbody. Impacts must be due to climate change and not the result of deferred maintenance.
- Extreme-heat preparation including, but not limited to, establishment of cooling centers, construction of permanent shade structures, and implementation of other cooling features or programs. Cooling center projects requesting funding to purchase new equipment must purchase equipment with GWP of 700 or lower. See #3 Refrigerant Management in the mitigation category for additional information. Generators associated with a cooling center must be powered by means other than fossil fuels to qualify for grant funding or match.
- Emergency preparedness, including, but not limited to, establishment of emergency warning systems or implementation of emergency preparedness and/or response programs (excluding radio communications). Applications requesting funding for a generator must meet the following requirements, 1) the generator installation must be a component of a larger adaptation project, and 2) the generator must be powered by means other than fossil fuels. Hydrogen fuel cell powered generators must be powered by hydrogen produced through electrolysis, either created on-site or delivered.
- Enrollment in and completion of activities that are part of the Federal Emergency Management Agency (FEMA) Community Rating System (CRS) program.

Certification Projects

Certification projects focus on assessments, inventories, and planning activities that are part of becoming a certified Climate Smart Community. Only the certification actions listed below are eligible for grant funding. These actions create a foundation from which the community may institutionalize adaptation to climate change and mitigation of GHG emissions. They also provide a basis for future grant applications in the implementation category.

Total available – up to \$1,000,000.

Minimum grant award - \$10,000.

Maximum grant award - \$100,000.

No more than 50% of the total available funds for certification projects will be awarded to municipalities with populations greater than 100,000 or to any single municipality.

If funding in the certification category remains after all awards in the certification category are made based on eligibility, program requirements and goals, and passing score, DEC reserves the right to apply the remaining funding to eligible proposals in the implementation category.

Eligible applications must include completion of at least one of the following CSC certification actions:

- PE2 Action: Government Operations GHG Inventory
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/6>
- PE2 Action: Community GHG Inventory
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/7>
- PE2 Action: Government Operations Climate Action Plan
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/10>
- PE2 Action: Community Climate Action Plan
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/11>
- PE3 Action: Fleet Inventory
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/147>
- PE3 Action: Fleet Efficiency Policy
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/21>
- PE5 Action: Organics Management Plan
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/158>
- PE5 Action: Construction and Demolition Waste Policy
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/57>
- PE6 Action: Comprehensive Plan with Sustainability Elements
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/66>
- PE6 Action: Complete Streets Policy
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/74>
- PE6 Action: Planning and Infrastructure for Bicycling and Walking (Bike and Pedestrian Master Plan only)
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/75>
- PE6 Action: Natural Resources Inventory
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/82>
- PE7 Action: Climate Vulnerability Assessment
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/85>
- PE7 Action: Evaluate Policies for Climate Resilience
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/87>
- PE7 Action: Climate Adaptation Plan
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/88>
- PE7 Action: Heat Emergency Plan
<https://climatesmart.ny.gov/actions-certification/actions/#open/action/91>

Work plans submitted as part of an application for a project under the certification category must include completion of the minimum requirements for the selected certification action(s) as described in the Climate Smart Communities Certification Portal (CSC Portal) action description pages, found at the links above, under subheadings “E. How to Obtain Points for this Action” and “F. What to Submit.”

Fees related to accessing tools for climate change adaptation and GHG mitigation for the duration of the project are reimbursable if directly related to the proposed project (e.g., ICLEI ClearPath, the Temperate tool, GHG software). Approval of these expenses will be made

by DEC during application review.

Eligible Expenses for Reimbursement

The following expenses are eligible for reimbursement:

- Personnel Services: Salaries of staff, including fringe, directly devoted to project implementation. Grantees will be required to document date and hours worked and tasks completed via time records.
- Contractual Services: Tasks completed by professional and technical consultants or contractors (e.g., engineering, planning, construction, and legal services) directly related to the project.
- Equipment: Purchase or rental of equipment (e.g., backhoe) directly required to implement the project.
- Travel: Project related travel costs. Mileage will be reimbursed at the current federal rate and lodging at current state per diem rates for the location. Note that consultants should include travel in the overall cost proposal and not bill the grantee separately.
- Supplies and Materials: Supplies and materials are defined as consumable products needed to directly implement the project (e.g., printing, copying, paving material, crushed stone).

Eligible Expenses for Local Match

A local match equal to 50% of total eligible project costs is required. For example, a project with an eligible total cost of \$100,000 is eligible for a \$50,000 grant and must provide a \$50,000 local match. The applicant must identify all sources and amounts of match in the budget at the time the application is submitted. The following are eligible as local match.

In-kind Match

- Personnel Services: Salaries of staff, including fringe, directly devoted to project implementation. Grantees will be required to document date and hours worked and tasks completed via time records.
- Real Property: The cost of acquisition of land that is necessary for and directly related to the proposed project may be used as **match only**. The cost of land acquisition cannot be supported with DEC grant funds. At the time of application, the applicant must submit the following acquisition documentation when real property is being used as match:
 - map identifying the property
 - current appraisal report
 - copy of the recorded deed conveying title

Real property as match must be approved by DEC as part of the application review process. Match for which complete land acquisition documentation is not submitted with the application will be deemed ineligible.

- In-kind Equipment Use: In-kind use of equipment will be valued at the current NYS Department of Transportation or Federal Emergency Management Administration (FEMA) equipment rates or documented local equipment rental rates.

- Volunteer Time: Volunteer time is defined as unskilled labor or work performed by professionals or skilled laborers directly on the project, in an area outside their area of expertise. Values for volunteer time must be computed at the minimum wage at the time the work is performed. (For 2022, minimum wage will be \$15.00 for all of NYS.) Grantees will be required to document date and hours worked and tasks completed via time records.
- Donated Professional Services (DPS): DPS is defined as work performed by professionals or skilled laborers in their area of expertise directly on the project. For example, a lawyer donating legal services to the project may compute value based on the standard billing rate, but the same lawyer donating time painting walls must calculate the value using minimum wage. Grantees will be required to document date and hours worked and tasks completed via time records.

Cash Match

Cash match includes general municipal funds, other grants from non-state or non-federal funding sources, and donations from community or corporate sponsors. Funds allocated from NYS, including the consolidated local street and highway improvement program (CHIPS), aid and incentives to municipalities (AIM), and payments in lieu of taxes (PILOT), are considered local general municipal funds. Cash purchases for local match include the following:

- Contractual Services: Tasks completed by professional and technical consultants (e.g., engineering, planning, construction, and legal services directly related to the project).
- Equipment: Purchase or rental of equipment (e.g., backhoe) directly required to implement the project.
- Travel: Project related travel costs. Mileage will be reimbursed at the current federal rate and lodging at current state per diem rates for the location. Note that consultants should include travel in the overall cost proposal and not bill the grantee separately.
- Supplies and Materials: Supplies and materials are defined as consumable products needed to directly implement the project (e.g., printing, copying, paving material, crushed stone).
- Clean Water State Revolving Fund (CWSRF): CWSRF loans may be used as match for projects to preserve natural resilience (floodplain restoration, wetland restoration) and to mitigate flood hazards utilizing green infrastructure as these loans are repaid with municipal funds.

Projects for which a complete match is not identified will have the award reduced to the eligible match amount or may be deemed ineligible if the reduced funding is unlikely to ensure successful completion of the project.

Ineligible Expenses

The following expenses are not eligible as match or for reimbursement:

- Costs for purchase of zero-emission vehicles and/or installation of electric vehicle service equipment or other charging or clean vehicle fueling infrastructure. If interested in clean vehicles, charging infrastructure, or hydrogen fuel cell filling station grant opportunities, please see the Grants Gateway at

https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx and search for zero-emission.

- Costs for the installation of power-sector related GHG emission reductions such as solar panels, heat pumps, etc.
- Salt storage sheds.
- Generators, unless part of a larger adaptation project and powered by means other than fossil fuels.
- Indirect or overhead costs of the municipality. This category includes, but is not limited to, rent, telephone service, general administrative support, general-use computers, office equipment, general office supplies, and other general operations costs such as memberships and subscriptions (e.g., newspapers, professional and municipal associations). Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation.
- Fund-raising expenses.
- Taxes, insurance, fines, deficit funding, bond interest, and associated fees.
- Contingency costs.
- Federal funds.
- Other NYS grant funds.

Application Criteria, Terms, and Conditions

Grants Gateway Registration

Pursuant to the New York State Division of Budget Bulletin H-1032 Revised, effective July 16, 2014, New York State has instituted key reform initiatives to the grant contract process. Information on these initiatives can be found on the Grants Management Website at <https://grantsmanagement.ny.gov/>.

Although applications for the CSC grant program are submitted through the CFA, development of contracts for awarded applications over \$10,000 will take place in the Grants Gateway. Therefore, all applicants must be registered in the Grants Gateway at the time and date that the application is due. Applications received from applicants that have not registered in the Grants Gateway by the application due date and time cannot be evaluated. Such applications will be disqualified from further consideration. Applications awarded grant funds for \$10,000 will be processed via a Letter of Agreement.

COVID-19 Update: During the COVID-19 emergency, only registrations submitted via email will be accepted. Hardcopy registration materials received after April 1st, 2020 will not be processed. Per Governor Cuomo's Executive Order 202.7, NYS notarization services may be performed remotely using audio-visual technology. Please contact a notary for additional information and instructions.

Please check the Grants Management registration page at <https://grantsmanagement.ny.gov/register-your-organization> for updates to the registration process in the event that the COVID-19 emergency is lifted during this opportunity.

Applicants must have a valid Federal Employee Identification Number (FEIN) and a NYS Vendor Identification Number to complete their Grants Gateway registration. If a municipality passes a resolution authorizing a department under its jurisdiction to apply for funding, that department can apply only if it is registered in the NYS Grants Gateway. Registration in the

NYS Grants Gateway is necessary for municipalities to apply for a NYS grant opportunity, enter into a grant contract, amend an existing contract, and apply for reimbursement.

For assistance with usernames, email grantsgateway@its.ny.gov or call (518) 474-5595. For forgotten passwords, click the Forgot Password link on the log in page and follow the prompts https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx.

Applicants are strongly encouraged to begin the Grants Gateway registration process as soon as possible to participate in this grant opportunity.

Resources are available to help you understand how to register with and use the Grants Gateway:

- NYS Grants Management <https://grantsmanagement.ny.gov/>
- Videos: <https://grantsmanagement.ny.gov/videos-grant-applicants>
- Live Webinars: <https://grantsmanagement.ny.gov/live-webinars>

Contact the Grants Management Team for additional assistance with Grants Gateway:

Main Help Desk:

Contact the main help desk for assistance with registration, prequalification, applications, contracts, payments, and more.

Hours: Weekdays 8:00 am - 4:00 pm

Email: grantsgateway@its.ny.gov

Phone: (518) 474-5595

After Hours Support:

Contact the afterhours support desk on weekdays after 4:00 pm for help with account lockouts, lost User IDs, or basic information.

Hours: Weekdays 4:00 pm - 8:00 pm

Email: helpdesk@agatesoftware.com

Resolution

A municipal resolution authorizing application submittal and documenting the availability of local match must be submitted at the time of application. The legislative body of the lead municipal applicant must adopt the resolution; this requirement applies to all municipalities, including counties. **See Attachment A for a template.**

Ownership

All infrastructure and project components funded through the CSC program must be owned by the grantee and cannot be transferred to another entity for the duration of the service life of such infrastructure and/or project components. Through a Climate Change Mitigation Easement (CCME), further discussed in the agreements section of this RFA, the infrastructure and project components may be placed on real property not owned by the municipality.

Maps

Maps are required as part of the application in the following instances:

1. Real property value is requested as match. A map identifying the real property and its spatial relationship to the project is required along with the appraisal report and recorded deed conveying title to the applicant.
2. The project is an implementation-adaptation project. All adaptation projects must provide a FEMA flood map with the project location noted on the map. For projects moving facilities out of a flood-prone area, the FEMA flood map(s) must show the current location and the future location.

3. Natural resilience, flood risk reduction, and replacing or right sizing flow barrier implementation projects must provide a map showing the hazard(s), location of assets to be protected (assets must be labeled), and the project location.
4. Reduction of VMT implementation projects must provide a map showing the on-road or off-road non-motorized transportation facility location, its connection to other on-road or off-road non-motorized transportation facilities (planned or existing, denoting difference between existing and planned infrastructure), and label all activity areas that the non-motorized system is designed to connect (e.g. neighborhood to employment center).
5. The project site is located in a potential Environmental Justice (EJ) area as mapped by the DEC. Upload a map of the potential EJ area from <https://www.dec.ny.gov/public/911.html> , indicating the project site on the map.

Work Plan and Budget

Work Plan – Each application must contain a detailed work plan. The work plan must be completed on the template provided, which uses the Grants Gateway format of objectives (goals of the project), tasks (the steps involved in implementing the project, from creation of a request for proposals to final reporting), and performance measures (deliverables provided to DEC). The CSC work plan template is available at https://www.dec.ny.gov/docs/administration_pdf/wptempl.pdf.

DEC will require certain objectives, tasks, and performance measures for certain project types to be included in the work plan, which may include measuring the benefits and outcomes of the project. Details will be provided during contract development.

Budget – Each application must contain a detailed budget with total CSC project costs, including match. The budget must be completed on the template provided. The CSC grant budget must be submitted in the template format, as an attachment to the CFA, and must be specific as to the tasks and grant request from the CSC program, and exclude costs or funding from other grant programs. However, funding from other grant programs and sources must be included in the CFA budget form. The CSC budget plan template is available at [https://www.dec.ny.gov/docs/administration_pdf/budgettempl\(1\).pdf](https://www.dec.ny.gov/docs/administration_pdf/budgettempl(1).pdf).

Agreements

Partnerships

Two or more municipalities, or one municipality and a quasi-governmental entity or non-profit organization, may collaborate on a project. However, only one eligible municipality, designated as the lead applicant, may submit the application for grant funding. Letters or other written agreements, signed by all parties, substantiating the collaboration, and detailing the responsibilities, roles, and match contributions of each party to the agreement are required as part of the application. If awarded, formal, finalized agreements, (such as memoranda of understanding [MOU]) executed by all parties must be provided to the DEC and include the name, headquarters address, and contact information of all partners and lead municipality; and must be signed and dated by the CEO or duly authorized representative of each party to the agreement. Awards involving a partnership agreement will not be moved to contract execution until the formal agreement is officially executed and a copy received by the DEC.

The lead applicant must assume the responsibility for the project application, contract development and maintenance in the Grants Gateway, performance of work consistent with this RFA, and compliance with the State of New York Master Contract for Grants.

Any infrastructure and project component funded by the CSC grant program must remain in the ownership of the applicant municipality.

Climate Change Mitigation Easement

Pursuant to NYS Environmental Conservation Law § 54-1513, a municipality that develops, improves, restores or rehabilitates real property that is not owned by the municipality with CSC grant funds must obtain a climate change mitigation easement (CCME) from the owner of the real property. If a CCME is required, the applicant must submit a landowner agreement at the time of application, as follows:

- If the property owner is another municipality, submit a certified resolution by the municipal property owner in support of the project indicating agreement to enter a CCME with the applicant.
- If the property owner is not a municipality, a notarized written statement from the property owner in support of the project indicating an agreement to enter a CCME with the applicant.

If awarded, during the term of the CSC grant contract for development, improvement, restoration, and/or rehabilitation projects of which the grantee is not the landowner, the grantee must develop, execute, and file with the appropriate county clerk's office a CCME that ensures the following:

- The property shall be accessible to the municipality for any necessary work to achieve the funded purpose throughout the service life of the project.
- The property shall provide the identified public benefit throughout the service life of the project.
- The property shall be used to achieve climate protection and mitigation goals pursuant to ECL Article 54, Title 15 "Climate Smart Communities Projects" throughout the service life of the project.
- The property owner shall provide information and data to the municipality or will provide access to the municipality for collection of data, as specified in the grant contract.
- A ten-year minimum term for the easement is required to adequately reflect the expected service life of the project.
- The easement is to be enforced as a conservation easement pursuant to ECL § 54-1513 and 49-0305.

The document must include the stipulations in the bulleted list above; the name, headquarters address, and contact information of both the property owner and municipality; and it must be signed and dated by the CEO or duly authorized representative of each party to the agreement. The letter of agreement must be uploaded to the CFA as part of the application. Awards involving a CCME will not be moved to contract execution until the formal agreement is officially executed and a copy received by the DEC.

A CCME template is available at https://www.dec.ny.gov/docs/administration_pdf/ccme.pdf .

Smart Growth Public Infrastructure Policy Act

New York State's Smart Growth Public Infrastructure Policy Act, Environmental Conservation Law Article 6, requires DEC and all State infrastructure agencies to assess whether each public infrastructure project that receives state funding is consistent with the State smart growth public infrastructure criteria specified in ECL § 6-0107, or that compliance is considered to be impracticable, before making any commitment to fund such project(s). Applicants are required to provide smart growth assessment information as part of the CFA.

Sexual Harassment Prevention Certification

State Finance Law § 139-I requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide

annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Where applying for grant funding is required pursuant to statute, rule or regulation, every application submitted to the state or any public department or agency of the state must contain the following statement: "By submission of this application, each applicant and each person signing on behalf of the applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Applications that do not contain the certification will not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a signed statement with their application detailing the reasons why the certification cannot be made.

Applicants are required to sign and upload the Sexual Harassment Prevention Certification form or upload a signed statement with their application detailing the reasons why the certification cannot be made.

Application Review and Scoring

Eligibility Review

Each application is assessed for eligibility based on the pass/fail criteria listed below. At the request of the DEC, the municipality shall provide any additional information (beyond that provided via the CFA), documents, or other material that the DEC deems necessary to evaluate the municipality's eligibility. If an application is deemed ineligible, it is disqualified from further review. DEC will mail a letter to the contact listed in the CFA application informing the applicant of the determination. If the application is deemed eligible the application will move on to technical scoring by a review team convened by DEC.

A failure to meet any one criterion below will disqualify the application from further consideration:

- The applicant is a county, city, town, village, or borough (referring only to Manhattan, Bronx, Queens, Brooklyn, and Staten Island) residing within New York State.
- A copy of a municipal resolution authorizing application submittal and a description of the required 50% match has been included.
- The application directly addresses one of the eligible project categories.
- The applicant provides a completed expenditure budget in the requested format that itemizes costs and an eligible match.
- The applicant provides a detailed work program in the requested format that outlines the individual tasks and their sequence from initiation through completion as well as overall timeline of the project.
- If applicable, documentation of real property ownership and/or the necessary land access and use agreement(s) and/or partnership agreements are provided.
- Applicant is registered in the NYS Grants Gateway.
- Applicant will own any infrastructure and project components funded or partially funded by this program.
- Applicant certifies that it has a written policy addressing sexual harassment prevention in the workplace or has provided a written statement as to why certification cannot be made.

- The applicant demonstrates its ability to begin and complete the project within the five-year contract term.

Detailed Project Review

Using information provided by the applicant, each member of the DEC review team will score each eligible application according to the selection criteria outlined below. An application must score a minimum of 55 points, out of a possible 100 points, to be considered for funding. The reviewer scores will be averaged, and Regional Economic Development Council (REDC) priority points will be incorporated to develop a numerical score; the scores will then be ranked highest to lowest. Proposed projects must provide meaningful mitigation of GHG emissions or adaptation to climate change to receive an award. If the review team, after the more detailed review and scoring process, determines that a project proposal does not result in an overall climate benefit, the proposal will be deemed ineligible regardless of the initial eligibility determination or final score. The DEC must determine that the municipality has considered future physical climate risk due to sea level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable.

Implementation Projects

Eligible projects in the implementation-mitigation category will be evaluated for their potential to provide a reduction in GHG emissions. Scores will be based on the anticipated effectiveness of the proposed project to reduce GHG emissions.

Eligible projects in the implementation-adaptation category will be evaluated for potential to provide a meaningful response, at the municipal level, to anticipated future conditions resulting from climate change. Scores will be based on the anticipated effectiveness of the proposed project to reduce risk to residents, infrastructure, and/or natural resources under projected climate conditions.

Implementation Scoring Overview

Category	Max. Points				Min. Points
Financial Hardship	5	2	0	-	0
CSC Status	8	6	3	0	0
Statewide Programs	4	3	1	0	0
Project Criticality	15	8	3	0	0
Effectiveness of Proposal	14	10	5	0	0
Planning Context	5	3	0	-	0
Implementation Readiness	5	3	2	0	0
Reasonableness of Cost	20	15	7	3	0
Quality of Application	4	2	1	0	0
REDC Priority (<i>To be awarded by REDC</i>)	20	15	10	5	0
Total Available Points	100				

Implementation Scoring Criteria and Values

Category	Criterion	Points
Financial Hardship	Applicant is a community with a Median Household Income (MHI) less than 80% of the 2019 Statewide MHI (<i>i.e.</i> , MHI less than \$57,686) as returned in census table B19013. See Attachment B of this RFA for step-by-step instructions on how to determine 2019 MHI for the purposes of this program.	5

	Applicant is a community with a MHI less than the 2019 Statewide MHI but not less than 80% of the 2019 MHI (<i>i.e.</i> , MHI greater than or equal to \$57,686 but less than \$72,108.) as returned in census table B19013. See Attachment B of this RFA for step-by-step instructions on how to determine 2019 MHI for the purposes of this program.	2
	Applicant is not a financial-hardship community, as defined above.	0
CSC Status	Applicant is a certified silver Climate Smart Community	8
	Applicant is a certified bronze Climate Smart Community	6
	Applicant is a registered Climate Smart Community	3
	Applicant is not a Climate Smart Community	0
Statewide Programs (More information about this criterion is below this table.)	Project site is in a DEC potential Environmental Justice (EJ) area and the project advances downtown revitalization and smart growth as relevant to the goals of the CSC program. Maps of potential EJ areas can be found on the DEC EJ webpage at http://www.dec.ny.gov/public/911.html .	4
	Project site is in a DEC potential EJ area. Maps of potential EJ areas can be found on the DEC EJ webpage at http://www.dec.ny.gov/public/911.html .	3
	Project advances downtown revitalization and smart growth as relevant to the goals of the CSC program.	1
	Project is not located in a potential EJ area and does not advance downtown revitalization and smart growth.	0
Project Criticality	ADAPTATION: Application identifies specific climate vulnerabilities (including populations and resources at risk), describes, quantitatively, the scientifically supported projections of future local or regional climate conditions ² that will create or exacerbate those vulnerabilities, and cites scientific reference and relevant section of supporting documents. MITIGATION: Application identifies the results of local and/or regional GHG emissions inventories ³ and the GHG emissions to be targeted by this project.	15
	ADAPTATION: Application generally identifies climate vulnerabilities (including populations and resources at risk) and generally describes the scientifically supported projections of future climate conditions at any scale that will create or exacerbate those vulnerabilities. MITIGATION: Application describes information or data on GHG emissions at any scale and the GHG emissions to be targeted by this project.	8
	ADAPTATION: Application generally describes a relationship between climate change and vulnerable populations or resources. MITIGATION: Application generally describes the value of GHG emission reduction.	3
	ADAPTATION: Application does not provide sufficient information to demonstrate a climate vulnerability expected to be exacerbated by climate change. MITIGATION: Application does not provide sufficient information to demonstrate an expected GHG emission reduction.	0
Effectiveness of Proposal	Application specifically identifies and provides quantifiable evidence (e.g., model results, calculations, data) that demonstrates the climate adaptation value of the project (<i>i.e.</i> , how it will improve local climate resilience and/or minimize the effects of climate change) or the GHG	14

² See, for example, New York State “ClimAID” report (<https://www.nyserda.ny.gov/climaid>), National Climate Assessment (<http://nca2014.globalchange.gov/>) and New York State Climate Change Science Clearinghouse (<https://www.nyclimatescience.org>).

³ See the 2010 NYS regional GHG emissions inventories at <https://climatesmart.ny.gov/support/regional-greenhouse-gas-inventories-in-nys/>.

	mitigation value of the project (i.e., how it will result in a meaningful reduction of GHG emissions).	
	Application <u>generally</u> and credibly identifies and describes the climate adaptation or GHG mitigation value of the project.	10
	The proposed project may lead to indirect, secondary, or partial benefits associated with climate adaptation or GHG mitigation .	5
	The proposed work will not lead to identifiable benefits associated with either climate adaptation or GHG mitigation .	0
Planning Context	The proposed project is specifically recommended by an adopted local or regional plan or is a documented initiative of a climate, energy, or GHG task force or committee.	5
	The proposed project identifies and is consistent with the purpose of, or provides indirect benefit related to, a local or regional plan or documented initiative of a climate, energy, or GHG task force or committee.	3
	The application does not describe a local or regional planning context or does not provide sufficient information to evaluate the relationship of the proposed project with local or regional plans, task force, or committee.	0
Implementation Readiness	Application clearly describes all the following: <ul style="list-style-type: none"> The planning process used to select and design the project A realistic schedule for obtaining all necessary permits or approvals Project participants and their roles Necessary project partnerships and agreements Ownership of and/or permission to use the property or facilities proposed for work 	5
	Application clearly describes at least 3 of the above factors, including the following: <ul style="list-style-type: none"> The planning process used to select and design the project A realistic schedule for obtaining all necessary permits or approvals 	3
	Application clearly describes at least 2 of the above factors, including the following: <ul style="list-style-type: none"> A realistic schedule for obtaining all necessary permits or approvals 	2
	Application does not identify an available source of eligible match, has not outlined a realistic schedule for obtaining all necessary permits or approvals, and/or does not clearly describe the factors listed above.	0
Reasonableness of Cost	To determine the reasonableness of cost, the following ten questions will be considered: <ol style="list-style-type: none"> Have costs been thoroughly documented using quotes, pricing sheets, previous final budgets for similar projects, or similar documentation? Is budget complete with proper amounts of grant and local share and does the budget template match the CFA application budget? Has a specific source of local match (such as general fund, highway department budget, or donation) been allocated? Are budget lines detailed with information, such as: type of contractor and amount, construction vs design; title of personnel, hours expected, and hourly or annual rate; purpose and location of travel; list of materials, title and hourly rate of donated professional services, or number of volunteers and hours anticipated? Engineering costs allocated to grant cannot exceed 15% of the total grant amount requested in the application. 	

	5. Are the size and scope of the project suitable to accomplish the desired outcome? 6. Does the applicant leverage municipal staff, non-contractual services, or other local resources to accomplish the proposed work? 7. Will the completed project provide a meaningful GHG mitigation or climate change adaptation benefit relative to anticipated project costs? 8. Will the project catalyze additional action related to the project's purpose that will not require state funding? 9. Does the project demonstrate a new technology or innovative approach? 10. Will the work or the approach be transferable to other communities or replicable in other sectors?	
	Projects that meet eight or more of the criteria listed above.	20
	Projects that meet at least six of the criteria listed above.	15
	Projects that meet at least four of the criteria listed above.	7
	Projects that meet at least three of the criteria listed above.	3
	Projects that meet fewer than three of the criteria listed above.	0
Quality of Application	The application is complete, including an anticipated schedule, work plan, and detailed budget breakdown, and all necessary questions have been answered. The project is clearly and specifically described, and all supporting information and documentation are included.	4
	The application generally describes the project, but some questions have not been fully or adequately answered, supporting documentation is missing, and/or the budget or schedule generalizes across broad categories.	2
	The application does not clearly describe the project, or there are discrepancies in the proposal or between the work proposed and the included budget.	1
	The application is missing a significant amount of information, does not address the stated purpose of the grant program and its eligible project categories, and/or does not provide sufficient budget information to understand the amount of funding requested.	0

Statewide Programs

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation, and community projects that will attract and retain residents, visitors, and businesses - creating dynamic neighborhoods where tomorrow's workforce will want to live, work, and/or raise a family. Projects that reflect general principles of smart growth and sustainable development will receive one (1) point.

Environmental Justice

Environmental Justice (EJ) is the fair and meaningful treatment of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Projects located in a potential EJ area as defined by DEC, and for which the applicant has submitted a map of the EJ area showing the location of the proposed project, will receive three (3) points. To determine if your project is located in a potential EJ area, consult the maps on the DEC environmental justice webpage at

Certification Projects

Eligible projects in the certification category will be evaluated for their potential to provide information, data, planning, and policy foundations for future climate mitigation and adaptation implementation projects at the local level.

Certification Scoring Overview

Category	Max. Points				Min. Points
Financial Hardship	5	2	0	-	-
CSC Status	8	6	3	0	-
Certification Readiness	3	0	-	-	-
Project Criticality	15	12	8	4	2
Effectiveness of Proposal	10	8	5	0	-
Planning Context	6	3	0	-	-
Implementation Readiness	8	6	4	0	-
Reasonableness of Cost	20	15	7	3	0
Quality of Application	5	3	1	0	-
REDC Priority (<i>To be awarded by REDC</i>)	20	15	10	5	0
Total Available Points	100				

Certification Scoring Criteria and Values

Category	Criterion	Points
Financial Hardship	Applicant is a community with a Median Household Income (MHI) less than 80% of the 2019 Statewide MHI (<i>i.e.</i> , MHI less than \$57,686) as returned in census table B19013. See Attachment B of this RFA for step-by-step instructions on how to determine 2019 MHI for the purposes of this program.	5
	Applicant is a community with a MHI less than the 2019 Statewide MHI but not less than 80% of the 2019 MHI (<i>i.e.</i> , MHI greater than or equal to \$57,686 but less than \$72,108.) as returned in census table B19013. See Attachment B of this RFA for step-by-step instructions on how to determine 2019 MHI for the purposes of this program.	2
	Applicant is not a financial-hardship community, as defined above	0
CSC Status	Applicant is a certified silver Climate Smart Community.	8
	Applicant is a certified bronze Climate Smart Community.	6
	Applicant is a registered Climate Smart Community.	3
	Applicant is not a Climate Smart Community.	0
Certification Readiness	Applicant has provided documentation showing formation of a CSC task force and two meetings in the past year, per https://climatesmart.ny.gov/actions-certification/actions/#open/action/21	3
	Applicant has NOT provided documentation showing formation of a CS task force and two meetings in the past year, per https://climatesmart.ny.gov/actions-certification/actions/#open/action/21	0
Project Criticality	To determine project criticality, the following questions will be considered: <ol style="list-style-type: none"> 1. Why is the project needed in the community? Describe any local or regional events and/or problems that substantiate the need for the project. 2. How will the project provide critical information that is currently missing? 3. How will funding for this project help meet the needs or alleviate the problem(s) presented in #1 above? 4. How will actions completed through this project build on 	

	<p>previous work?</p> <p>5. What was the method used to prioritize this project over other climate-related projects (data, immediate needs, etc.)?</p> <p>6. How will this project support the municipality's efforts to encourage the public, local businesses, and non-governmental entities to act on climate change?</p>	
	Application provides well-reasoned answers to all the criteria above.	15
	Application provides well-reasoned answers to at least four of the criteria above, including 1, 2, and 3.	12
	Application provides well-reasoned answers to at least three of the criteria above, including 1 and 3.	8
	Application provides well-reasoned answers to at least two of the above criteria, including 1.	4
	Application does not provide well-reasoned answers to at least two of the questions above.	2
Effectiveness of Proposal	Application specifically identifies and describes how the proposed project will build local capacity and lead to specific implementation projects that will help the community mitigate and/or adapt to climate change.	10
	Application generally describes how the proposed project will lead to additional efforts that will help the community mitigate and/or adapt to climate change.	8
	The proposed project may lead to indirect, secondary, or partial benefits for local climate mitigation or adaptation.	5
	The proposed project will not lead to an identifiable climate change adaptation benefit or reduce GHG emissions; or the application does not provide sufficient information to evaluate the effectiveness of the proposed project.	0
Planning Context	The proposed project is specifically recommended by an adopted local or regional plan or is a documented initiative of a climate, energy, or GHG task force or committee.	6
	The proposed project identifies and is consistent with the purpose of, or provides indirect benefit related to, a local or regional plan or documented initiative of a climate, energy, or GHG task force or committee.	3
	The application does not describe a local or regional planning context or does not provide sufficient information to evaluate the relationship of the proposed project with local or regional plans, task forces, or committees.	0
Implementation Readiness	<p>To determine implementation readiness, the following questions will be considered:</p> <ol style="list-style-type: none"> 1. Is the work plan clear and concise and does it contain the requirements and deliverables listed at https://climatesmart.ny.gov/ 2. Does the budget align with the work plan (i.e., do they contain the same categories)? 3. Does the project create or strengthen an organizational structure that will sustain implementation of the project and ongoing climate action? 4. Does the applicant have adequate labor (staff, partners, volunteers) and resources to complete the project within the contract period? 5. Does the applicant have, or can it obtain, the technical expertise needed to complete the project? 6. Does the project include adequate public engagement? 	

	Application addresses at least four of the items above, including 1 and 3.	8
	Application addresses three of the items above, including 1.	6
	Application addresses two of the items above.	4
	Application addresses one or none of the items above.	0
Reasonableness of Cost	To determine the reasonableness of cost, the following questions will be considered: 1. Have costs been thoroughly documented using quotes, pricing sheets, previous final budgets for similar projects, or similar documentation? 2. Is budget complete, with appropriate amounts of grant and local share? Does the budget template match the CFA application budget? 3. Has a specific source of local match, such as general fund, highway department budget, or donation been allocated and specified? 4. Are budget lines detailed with information such as type of contractor and amount; title of personnel, hours expected, and hourly or annual rate; purpose and location of travel; list of materials, title and hourly rate of donated professional services, or number of volunteers and hours anticipated? 5. Are the size and scope of the project suitable to accomplish the desired outcome? 6. Does the applicant leverage municipal staff, non-contractual services, or other local resources to accomplish the proposed work? 7. Will the completed project provide a meaningful GHG mitigation or climate change adaptation benefit relative to anticipated project costs? 8. Will the project catalyze additional action related to the project's purpose that will not require state funding? 9. Does the project demonstrate a new technology or innovative approach? 10. Will the work or the approach be transferable to other communities or replicable in other sectors?	
	Projects that meet eight or more of the criteria listed above.	20
	Projects that meet at least six of the criteria listed above.	15
	Projects that meet at least four of the criteria listed above.	7
	Projects that meet at least three of the criteria listed above.	3
	Projects that meet fewer than three of the criteria listed above.	0
Quality of Application	The application is complete, including an anticipated schedule, work plan, and detailed budget breakdown, and all necessary questions have been answered. The project is clearly and specifically described and all supporting information and documentation are included.	5
	The application generally describes the project, but some questions have not been fully or adequately answered, supporting documentation is missing, and/or the budget or schedule generalizes across broad categories.	3
	The application does not clearly describe the project, or there are discrepancies in the proposal or between the work proposed and the included budget.	1
	The application is missing a significant amount of information, does not address the stated purpose of the grant program and its eligible project categories, and/or does not provide sufficient budget information to understand the amount of funding requested.	0

Funding will be recommended based on the highest to lowest overall score ranking within each funding category, within the expressed funding limits for municipalities with population sizes over 100,000 and/or any single municipality, as described in this RFA, until all available funding has been exhausted.

In the event of tied total scores between two or more applications at the funding limit, DEC will make the award to the application with the highest individual category score in the following order of priority:

1. Project Criticality
2. Effectiveness of Proposal
3. Implementation Readiness
4. Reasonableness of Cost
5. Planning Context
6. Quality of Application
7. Financial Hardship
8. Regional Economic Development Priority

In the event there is a tie score on all individual scoring criteria, the proposed project that is likely to have the greatest impact on alleviating climate change in NYS, as determined by DEC, will receive the award.

Applicants selected to receive grant awards will be notified by an official DEC award letter after the REDC awards ceremony. A “next steps” email with follow up details on the contract development process will be sent once the Office of the State Comptroller has approved the procurement and the contracts have been created in Grants Gateway.

IMPORTANT NOTE: By accepting an award, applicant agrees to abide by all MCG and Attachment A-1 Terms and Conditions. Any changes to the terms and conditions will not be accepted and may affect applicant’s award. The standard MCG and Attachment 1-A Program Terms and Conditions for CSC are available on the OCC grants webpage at <https://www.dec.ny.gov/energy/109181.html#CSC>.

Master Contract for Grants (MCG)

All applicants selected to receive an award will be required to complete the contract development and approval process within the Grants Gateway. Grantees will negotiate the budget and work plan with the DEC program manager and supply insurance information as described below in Insurance Requirements. Once the budget and work plan are approved by both parties and the insurance information is provided, the grantee will be given access to the contract within the Grants Gateway and required to input the approved budget, work plan, insurance documentation, and MWBE acknowledgement form. The contract will then move to the next step of the contract execution process. Contracts should be executed within 90 days from the time of the award notification. Failure to submit required MCG documents in a timely fashion may result in loss of the award. Once a contract is executed, the DEC project manager will provide the grantee with the grantee guidelines, voucher and reporting paperwork, and draft funding acknowledgement signage if applicable.

Reimbursement requests will not be approved or processed by DEC until a MCG is fully approved by DEC and, as applicable, the Attorney General and the State Comptroller, expenses are incurred, and reimbursement request is submitted with all required documentation. Advance payments are not authorized as part of the CSC grant program. Contract extensions will be considered on a case-by-case basis upon written request from the grantee.

Debriefing

In accordance with section 163 of the NYS Finance Law, the DEC must, upon request, provide a debriefing to any unsuccessful applicant that responded to the RFA regarding the reasons that the applicant's proposal was not selected for an award. An unsuccessful applicant wanting a debriefing must request a debriefing in writing, within fifteen calendar days of receipt of the notice that its proposal did not result in an award. Email requests to cscgrants@dec.ny.gov.

Contractual Requirements

Minority/Woman Business Enterprises (MWBE) Goals

The DEC 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 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.

Applicants subject to executing a future NYS MCG agree, in addition to any other non-discrimination provision of the MCG and at no additional cost to the DEC, to fully comply and cooperate with DEC in the implementation of New York State Executive Law Article 15-A. These requirements include 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.

For the purposes of the CSC program, an MWBE requirement of up to 30% of the grant amount will pertain only to awards for construction projects in excess of \$100,000. There are no MWBE requirements for contracts with grant awards of \$100,000 or less for construction, or for grant awards for CSC certification projects. Please refer to the NYS MCG Article IV.(J) and Attachment A-1 Program Specific Terms and Conditions Article X of the contract to review specific MWBE requirements for each project.

The local government is responsible for designating someone to serve as their Affirmative Action representative. The governing body should make this designation through official means.

A list of certified MWBE enterprises can be obtained via the internet from the NYS Department of Economic Development at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=9885> .

Contracts which meet the established MWBE thresholds require the Contractor to submit quarterly MWBE reports. Required MWBE related forms can be found at <http://www.dec.ny.gov/about/48854.html> .

Failure to comply with MWBE requirements 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, or enforcement proceedings.

Insurance Requirements

Grantees will be required to carry appropriate insurance as specified in Attachment A-1 Program Specific Terms and Conditions and to agree that each project consultant, project contract, and project subcontractor secures and delivers to the Grantee appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. Policies held by the grantee must name the State of New York and the NYS Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-1030 as an additional insured and certificate holder, with appropriate limits, covering Grantee's public liability and property damage insurance, Grantee's contingency liability insurance, "all-risk" insurance, workers' compensation, and disability coverage for the project. Additional insurance or insurance riders may be requested by DEC based on the project work plan. See the OCC grants page for detailed information on insurance forms, <http://www.dec.ny.gov/energy/109181.html#CSC>.

Acknowledgement of Financial Support

The following statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation."

If a ribbon-cutting or other promotional event is planned for the project, the event must be coordinated, in advance, with the DEC Press Office.

Metrics and Reporting

The grant recipient shall provide estimates of the project's GHG emissions reductions, risk reduction, or other appropriate metrics, as approved by the DEC program manager, through the end of the contract term, in the quarterly report, and/or final project report as applicable. Progress reports must be submitted on a quarterly basis, within 30 days following the end of the quarter. Grant recipient shall also report on the number of jobs created by implementation of the project.

Agreements

Climate Change Mitigation Easement (CCME)
See agreements section of this RFA.

Partnership Agreements

See agreements section of this RFA.

Retainage

Per 6 NYCRR Part 492, Climate Smart Communities Projects, a retainage of 5% will be withheld from each reimbursement, except the final, for all projects. All accumulated retainage will be added to the final reimbursement upon project completion, match fulfillment, and submission of all deliverables.

30-day Notice

Grantee agrees to notify DEC, in writing, of the commencement of construction, within thirty (30) calendar days prior to the start of construction. If the start of construction began on or after the contract start date, the grantee shall notify DEC in writing within thirty (30) calendar days as to the status of any construction. The grantee agrees that it shall notify DEC in writing thirty (30) days following initial start-up operation of the project.

Procurement of Contractors/Subcontractors

Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Failure to comply with these requirements could jeopardize full reimbursement of your approved eligible project costs.

State Environmental Quality Review Act (SEQRA) Documentation

With respect to the project, the Grantee will certify that it has complied, and shall continue to comply, with all requirements of the SEQRA. The Grantee will further certify that it has notified, and shall continue to notify, DEC of all actions proposed for compliance with the environmental review requirements imposed by SEQRA. By entering a contract with DEC, the Grantee agrees to provide all SEQRA documentation, and other environmental documents, as may be required, to the DEC upon their completion and/or approval.

Historic Preservation Review Requirements

For projects that involve properties listed on the State or National Registers of Historic Places, all work undertaken as part of a grant-assisted project must conform to the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. Questions about or proposals for listing on the state or national register should be directed to the Office of Parks, Recreation, and Historic Preservation (OPRHP) National Register Unit at (518) 237-8643. To ensure the public benefit from the investment of state funding, preservation covenants or conservation easements will be conveyed to the OPRHP for all historic property grants.

Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law, § 165-a, effective April 12, 2012. By entering into a Contract, the Grantee certifies 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" list ("Prohibited Entities List") posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additional detail on the Iran Divestment Act can be found in the Attachment A-1 Program Specific Terms and Conditions.

Permit Requirements

If applicable, grantees agree 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 grantee agrees that all work performed in relation to the project by the grantee or its agents, representatives, or grantees 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. The applicant is responsible for assuring that any SEQR determinations, permits, approvals, lands, easements, and rights-of-way that may be required to carry out the activities of the project are obtained.

Vendor Responsibility Questionnaire

If any single sub-contractor will be receiving over \$100,000 in grant funds, the contractor must complete the Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, the contractor can follow the VendRep instructions available at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?0>. More information is available in section

XVII. Vendor Responsibility of the Attachment A-1 Program Terms and Conditions.

Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation, or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas at <https://www.fs.fed.us/t-d/pubs/htmlpubs/htm12232806/index.htm> .

Reimbursement and Reporting

The Climate Smart Communities Grant Program is a reimbursement program. State assistance paid shall not exceed 50 percent of the total eligible project costs. Pursuant to State Finance Law, municipalities are not eligible to receive advance payments, all reimbursements are based on documented incurred costs. Project costs eligible for reimbursement and project match must be incurred between the MCG start and end dates. Costs incurred prior to the MCG start date or after the MCG end date are not eligible for grant reimbursement or match. Copies of supporting cost documentation (paid invoices, receipts, cancelled checks, etc.) must be audited and approved by DEC for costs to be eligible for reimbursement.

If the municipality fails to comply with any of the requirements of the Environmental Conservation Law or regulations of the Department applicable to the project, the Department may withhold all or part of further payments pending compliance, as per 6 NYCRR 492-3.5(c).

Per 6 NYCRR Part 492, a retainage of 5% will be withheld from each reimbursement, except the final, for all funded projects. All accumulated retainage will be added to the final reimbursement upon project completion, match fulfillment, and submission of all deliverables. A final payment, which brings the total of State grant payments to 100 percent of the State share of the project cost, will be released upon determination by the DEC that the project is complete and is operating satisfactorily, and that all grant requirements have been met. If the project is complete but not operating satisfactorily, the DEC may withhold from the final payment an amount sufficient, in the judgment of the DEC, to ensure correction of deficiencies. The amount withheld will be released when deficiencies are corrected, as per 6 NYCRR 492-3.5(e).

Progress reports must be submitted in narrative form on a quarterly basis, within 30 days following the end of the quarter as follows: Q1 - January 1 to March 31, due April 30; Q2 - April 1 to June 30, due July 31; Q3 - July 1 to September 30, due October 31; Q4 - October 1 to December 31, due January 31. Quarterly reports must summarize project progress toward meeting project objectives and deliverables during the quarter. Expenditure reports (section VI Financial Status of the quarterly report form), detailed by object of expense as defined in the MCG Attachment B-1 Expenditure Based Budget, must accompany the quarterly reports.

Upon notification from the municipality that the project is complete, the DEC will determine if the project is operating in accordance with applicable laws and regulations, as per 6 NYCRR 492-3.5(d). A final project summary report must be submitted no later than 60 days after the end of the contract period and be approved by DEC prior to the release of the final contract reimbursement. The final report must report on all aspects of the program, include photographs and copies of media promotion, detail how grant funds were utilized in

achieving the goals set forth in the work plan, summarize the obstacles experienced and how they were overcome and include monitoring and metrics data pertaining to the project's GHG emissions reductions, risk reduction, or other appropriate metrics as defined in the contract work plan.

Draft copies of appropriate deliverables (e.g., inventory and/or management plan) must be submitted by the Grantee and approved by DEC before a final draft is produced. An on-site inspection by DEC may be required to confirm all work was completed in accordance to the approved contract work plan.

DEC Oversight

The Department of Environmental Conservation reserves the right to do the following:

- Award additional and available funding for scored and ranked projects consistent with this grant opportunity.
- Award an agreement for any or all parts of this RFA in accordance with the method of award or withdraw the RFA at any time at the DEC's sole discretion.
- Award only one application for funding in the event there are several application submissions for a single project or for portions of a single project.
- Monitor the progress of all grant awards and withdraw grant funding if the grantee fails to make significant and timely progress on the project or fails to receive the necessary permissions and permits for the project.
- Not fund projects that are determined not to be consistent with the NYS Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law Article 6) or the Climate Leadership and Community Protection Act or their implementing regulations.
- Reclaim funds paid to grantee if false statements regarding eligibility of the project or any of its components are discovered after award or reimbursement has been made.
- Partially fund an application if the partially funded portion can be demonstrated to meet the criteria for this RFA.
- Reject any or all applications in response to the RFA at the agency's sole discretion.
- Reduce an award from the amount requested in the application, so long as the reduced funding does not jeopardize the viability of the project to proceed at the reduced funding level.
- Reduce an award from the amount requested in the application, should the project budget contain costs considered ineligible under this grant program.

Water Quality Improvement Project (WQIP) Program

Funding Available: Up to \$65 million

DESCRIPTION

The Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program open to local governments and not-for-profit corporations to implement projects that directly address documented water quality impairments, improve aquatic habitat, or protect a drinking water source. This funding is for construction/implementation projects, not projects that are exclusively for planning.

It is highly recommended that all potential WQIP applicants read the WQIP Program Overview, particularly the section for their project type, in its entirety before applying for WQIP funding.

PROJECT TYPES SUMMARY TABLE

Funding is available for the following project types (see project type sections for all information):

Project Type	Maximum Award	Required Match	Eligible Applicants⁴	Required Attachment(s)
Wastewater Treatment Improvement	\$1,000,000 to \$10,000,000 depending on project subtype	25% (primary and secondary priority projects); or 60% (general wastewater projects) of award amount	Municipalities	Budget worksheet Engineering report Project map Floodplain map Sexual Harassment Prevention Certification Form
Non-Agricultural Nonpoint Source Abatement and Control	\$500,000 to \$3,000,000 depending on project subtype	25% of award amount	Municipalities Soil & water conservation districts	Budget worksheet Project map Floodplain map See Nonpoint Source section for attachments required for certain project subtypes Sexual Harassment Prevention Certification Form

⁴ The applicant name must exactly match the name of the eligible entity registered in the NYS Grants Gateway. It may not be the name of an individual.

Project Type	Maximum Award	Required Match	Eligible Applicants⁴	Required Attachment(s)
Land Acquisition for Source Water Protection	\$4,000,000	25% of award amount	Municipalities Soil & water conservation districts Not-for-profit corporations	Budget worksheet Monitoring and enforcement protocol Project map Floodplain map Fiscal reports (programs only) Sexual Harassment Prevention Certification Form
Salt Storage	\$500,000	50% of award amount	Municipalities Soil & water conservation districts	Budget worksheet Project map Floodplain map Sexual Harassment Prevention Certification Form
Aquatic Connectivity Restoration	\$250,000	25% of award amount	Municipalities Soil & water conservation districts Not-for-profit corporations	Budget worksheet Landowner agreements as applicable Project map Floodplain map Sexual Harassment Prevention Certification Form
Marine District Habitat Restoration	\$750,000	No match required	Municipalities Soil & water conservation districts Not-for-profit corporations	Budget worksheet Landowner agreements as applicable Project map Floodplain map Sexual Harassment Prevention Certification Form Feasibility Study

FLOOD RESILIENCY REQUIREMENTS FOR ALL PROJECTS

If the project is within an Enhanced Flood Hazard Area, Enhanced Coastal High Hazard Area, or the 0.2% floodplain, the following information must be provided:

- A floodplain map with the location of the project indicated;
- A site plan with the contours indicating the Enhanced Flood Hazard Area, Enhanced Coastal High Hazard Area, or 0.2% floodplain;
- Location of and elevation of non-critical and critical equipment (if applicable to project);
- Certification of floodproofing (if applicable to project); and
- A floodway analysis with a no-rise certificate if the project is within a regulated floodway.

PROJECTS AFFECTING WATER QUALITY IN ENVIRONMENTAL JUSTICE (EJ) AREAS

DEC demonstrates a commitment to Environmental Justice (EJ) and remedies for communities that may be burdened by negative environmental consequences. Environmental justice is defined by the DEC as the fair treatment and meaningful involvement of all people, regardless of race, color or income, with respect to the development, implementation and enforcement of environmental laws, regulations and policies. A proposed project that positively impacts water quality in an EJ community, or positively impacts drinking water serving an EJ community, will receive points in the evaluation of an application where indicated. Maps of EJ areas in New York State are available at: <http://www.dec.ny.gov/public/9111.html>.

To qualify for EJ points, your application must include details demonstrating water quality improvement to an EJ area or to drinking water serving an EJ community, where the benefit will be provided or the area served by the drinking water source or the exact street location(s) where the project is to be implemented.

INELIGIBLE PROJECTS/APPLICATIONS

Applications are ineligible that:

- Do not address water quality impairments, improve aquatic habitat, or protect a drinking water source;
- Are seeking funds for studies, planning, or design only;
- Do not include required attachments (**view the section for your project type for a full list of required attachments**);
- Do not meet the requirements for that project type or subtype;
- Are from not-for-profit organizations that are neither registered nor have a current prequalification in Grants Gateway as of the application deadline;
- Fail to meet the minimum scoring criteria as detailed for each project type in this Program Overview. A project must receive an agency score of at least 30 to be eligible for funding;
- Do not show match and a match source, or use ineligible match sources; or
- Are seeking funds for costs incurred before May 10, 2021 unless the project is a Source Water Protection Project/Program or Aquatic Connectivity Restoration project.

APPLICATION LIMITS

Applicants may only apply for one project type per application. Only one application may be submitted per project per round. Applicants are limited to five applications per round. Applicants that have received funding in a previous round will not receive additional funding in this or a future round for the same scope of work. However, the WQIP program will fund distinct phases or different activities and costs of a project in consecutive rounds of funding if the applicant sufficiently describes how the planned scope of work is distinctly different from the previous scope of work.

MORE INFORMATION ON MATCH

- Match for WQIP is a percentage of the **award amount**, not the total project cost.
- Only eligible WQIP costs/activities may be used for match.
- Applications that do not show sufficient match will have their potential award amounts decreased accordingly.
- Match consists of cash contributions and in-kind services for the project and must come from a local source.
- State grants/funding are not acceptable sources of match, except for loans that will be repaid (e.g. State Revolving Fund loans). Federal grants/funding are also not acceptable sources of match for Aquatic Connectivity Restoration projects. Federal grants/funding may be used as match for all project types other than Aquatic Connectivity Restoration.

Match Formula: Requested Award Amount x Required Match Percentage = Required Match Amount

Match Calculation Example:

Project type: General wastewater treatment improvement

Required match percentage: 60% of award amount

Requested award amount: \$2,500,000

\$2,500,000 x .60 = \$1,500,000

Required match amount: \$1,500,000

Wastewater Treatment Improvement

ELIGIBLE APPLICANTS

- Municipalities⁵

DESCRIPTION

Funding is available for wastewater treatment improvements to municipal wastewater systems.

ELIGIBILITY REQUIREMENTS FOR ALL WASTEWATER TREATMENT IMPROVEMENT APPLICATIONS

- Applicants under an Order on Consent with DEC must be in substantial compliance⁶ with the construction and reporting milestones of the Order at the time of application.

Required Attachments

- Engineering report prepared, stamped and dated by a NYS-registered Professional Engineer
 - Feasibility reports and engineering plans not accompanied by engineering reports do not fulfill the engineering report requirement.
 - DEC recommends engineering reports follow the Environmental Facilities Corporation (EFC) engineering report guidelines (see resources list below) and be approved by DEC prior to application submission.
 - Engineering reports must include at a minimum the following elements:
 - Project background and history/Problem statement
 - Alternatives analysis with cost estimates
 - Summary and comparison of alternatives
 - Recommended alternative
- Map with the project area clearly identified. Map must be a 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- Budget worksheet
- Sexual Harassment Prevention Certification Form⁷

PROJECT SUBTYPES AND REQUIREMENTS

- All primary and secondary priority projects may be funded before general wastewater projects. DEC reserves the right to fund one project from each primary and secondary priority category scoring 70 or above before awarding additional primary and secondary priority wastewater projects.
- DEC reserves the right to fund all primary priority wastewater effluent disinfection projects scoring 70 or above before awarding any other wastewater improvement project.

⁵ For the purposes of Wastewater Treatment Improvement projects under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof (Environmental Conservation Law §56-0101).

⁶ Substantial compliance means no more than four effluent violations of the same interim limit parameter within six months and no more than six months past milestone dates that require a submission or completion, or an acceptable response to a DEC notification of noncompliance with an enforcement action.

⁷ Sexual Harassment Prevention Certification Form: <http://www.dec.ny.gov/pubs/4774.html>

- Projects that apply for a primary or secondary priority category but do not meet all requirements will be scored as a general wastewater project and will be required to meet the 60% match if awarded.
- DEC reserves the right to not fund a project in the final scored ranked list if the same activities in the project will be funded by another funding source, such as the Environmental Facilities Corporation's Water Infrastructure Improvement Act grant.

Project subtype	Description	Maximum award	Required match	Special Requirements
Primary Priority				
Wastewater Effluent Disinfection	Projects to add effluent disinfection and associated backup power to facilities that do not currently disinfect	\$1,000,000	25% of award amount	Applicants must have been notified by DEC via letter or modified permit that their treatment system requires an upgrade to add effluent disinfection. Only work associated with disinfection installation and associated backup power will be reimbursed.
Secondary Priorities				
Combined Sewer Overflow (CSO) / Sanitary Sewer Overflow (SSO)	Projects to upgrade municipal systems to meet CSO or SSO discharge requirements, including repairs to private laterals attached to the collection system	\$10,000,000	25% of award amount	CSO projects must be listed under an approved long-term control plan (LTCP). SSO projects must be for an SSO in a capacity, management, operation and maintenance (CMOM) program, a DEC-approved sanitary sewer evaluation survey plan, or Order on Consent.
Watershed Plan Implementation	Projects to upgrade municipal systems to meet DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed plan or DEC HABs Action Plan) nutrient requirements	\$10,000,000	25% of award amount	Project must address a nutrient pollutant(s) of concern identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) and be necessary to meet the effluent limits in the SPDES permit.

Project subtype	Description	Maximum award	Required match	Special Requirements
Municipal Systems to Serve Multiple Properties with Inadequate On-site Septic Systems	Projects to construct municipal systems to serve multiple properties with inadequate on-site septic systems	\$10,000,000	25% of award amount	<p>The Waterbody Inventory/Priority Waterbodies List (WI/PWL) segment assessment nearest the project must list septic systems as a known source of impairment; or the need for the project must be documented in a completed sanitary survey conducted and/or approved by the Department of Health or a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or HABs Action Plan).</p> <p>If awarded, a sewer district must be formed within 2 years from date of award. No funding will be disbursed until sewer district is formed.</p>
Wastewater Treatment Facility Nitrogen Abatement for Shellfishing Waters	Projects to reduce and/or eliminate nitrogen impairments in shellfishing waters	\$10,000,000	25% of award amount	
General Wastewater Projects				
Other Wastewater Treatment Improvements	All other wastewater projects	\$10,000,000	60% of award amount	

ELIGIBLE COSTS

- Equipment
- Contractual costs (construction, equipment, supplies/materials)
- Construction inspection (on-site activities typically performed by a licensed professional engineer, e.g. inspection of methods and materials)
- Salary and fringe benefits

- Administrative costs directly related to implementing the project⁸

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Planning, design, specification, and engineering costs
- Construction oversight (e.g. monitoring the schedule and budget, contract performance and quality control)
- Non-construction costs incurred during the construction phase
- Indirect costs (e.g. travel, space/property rent, utilities, office supplies)
- Administrative costs not directly related to implementing the project⁹
- Legal fees
- Costs associated with establishing a sewer district
- Pre- and post-construction monitoring and sampling
- Costs incurred outside the start and end date of the contract (no earlier than April 29, 2020)
- **Applications that do not attach an engineering report or other required attachments**
- Applications for non-municipal systems
- Projects also being funded through the State Septic System Replacement Fund
- Applications for planning or to create a study

RESOURCES

- NYS EFC engineering report guidelines: <https://www.efc.ny.gov/EPG>
- DECinfo Locator (most up to date source of WI/PWL segment assessments¹⁰): <https://www.dec.ny.gov/pubs/109457.html>
- New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act: <https://www.dec.ny.gov/energy/102559.html#Implementation>
- HUC 12 watersheds map: <https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8>
- Maps of EJ areas in New York State: <http://www.dec.ny.gov/public/911.html>.

CONTACT

NYS Department of Environmental Conservation, Division of Water
Ken Kosinski, (518) 402-8110

⁸ The following are examples of eligible administrative costs: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project.

⁹ The following are examples of ineligible administrative costs: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents needed to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing and submitting environmental regulatory approvals/permits needed to implement the project.

¹⁰ For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody the project will impact. To find the closest WI/PWL segment assessment, visit the DECinfo Locator and click the link for "Environmental Quality Map View". In the left column of the map, click "Information List" and check the box for "Rivers, Streams and Shorelines" AND "Lakes, Reservoirs, and Estuaries" to display these map layers. Enter the address or project location in the "Search Near Me" search bar. Click the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and assessment level. To access the WI/PWL assessment for that waterbody, click the "Download Fact Sheet" link in the box. For guidance on how to read the WI/PWL assessments, visit <http://www.dec.ny.gov/chemical/36730.html>.

WASTEWATER TREATMENT IMPROVEMENT SCORING CRITERIA

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Project Readiness or Experience and Ability will not be funded.				
Performance Measures <i>38 to 5 points possible</i>	38 POINTS: Wastewater effluent disinfection projects for facilities that currently do not disinfect their effluent and are designed to meet requirements in a finalized Order on Consent schedule of compliance or a finalized schedule of compliance associated with the facility's SPDES permit or who have been notified in a letter from DEC that their treatment system requires an upgrade to add effluent disinfection.	30 POINTS: Wastewater treatment projects that are designed to meet requirements in a finalized Order on Consent schedule of compliance or a finalized schedule of compliance associated with the facility's SPDES permit AND one of the following: CSO projects that are under a Long-term Control Plan (LTCP) OR SSO projects that are for an SSO included in a capacity, management, operation and maintenance (CMOM) program, a DEC-approved sanitary sewer evaluation survey plan or listed in an Order on Consent OR Watershed plan implementation projects that address a nutrient pollutant(s) of concern identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) and are necessary to meet the effluent limits in the SPDES permit OR Projects to reduce and/or eliminate nitrogen impairments in shellfishing waters	20 POINTS: CSO projects that are under a Long-term Control Plan (LTCP) OR SSO projects that are for an SSO included in a capacity, management, operation and maintenance (CMOM) program, a DEC-approved sanitary sewer evaluation survey plan, or listed in an Order on Consent OR Watershed plan implementation projects that address a nutrient pollutant(s) of concern identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) and is necessary to meet the effluent limits in the SPDES permit OR Municipal systems to serve multiple properties with inadequate on-site septic systems that are: listed in the WI/PWL segment assessment as a known source of impairment; listed in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABs Action Plan); or have a completed sanitary survey conducted and/or approved by the Department of Health.	10 POINTS: Projects that address the discharge of a pollutant identified as impacting a waterbody listed in the WI/PWL segment assessment as "precluded" or "impaired" OR Projects that address the discharge of a pollutant identified as impacting a waterbody located in the HUC 12 watershed of waterbodies classified as a Class A or Class AA waterbody with an active public water system and where drinking water use is listed in the WI/PWL segment assessment as "stressed" or "threatened" OR Projects that are in a schedule of compliance for an Order on Consent or SPDES permit but are not a WQIP high priority project OR Projects that will reduce CSOs but are not specifically listed in the applicable LTCP	5 POINTS: Projects that address the discharge of a pollutant identified as impacting a waterbody listed in the WI/PWL segment assessment as "stressed" or "threatened" OR Projects that address the discharge of a pollutant identified as impacting a waterbody located in the HUC 12 watershed of waterbodies classified as Class A or Class AA without an active public water system. OR Projects that will not address the known pollutant for an impairment listed in the WI/PWL segment assessment OR Projects that are necessary to preserve or protect a surface waterbody not listed in the WI/PWL.
Classification Points Factor <i>5 to 2 points possible</i>	5 POINTS: AA, SA, A(T), GA (primary water supply aquifer), AA special, A, A special, B(T), GA (other), GSA, B, SB, C(T), C(TS)			2 POINTS: GSB, C, SC, D, SD, I	

Environmental Justice <i>2 to 0 points possible</i>	2 POINTS Projects that improve water quality in an Environmental Justice area or positively impact drinking water quality serving an EJ community.			0 POINTS Projects that do not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community	
Reasonableness of Cost¹¹ <i>20 to 0 points possible</i>	20 POINTS: Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project. WQIP budget includes no ineligible activities.	15 POINTS: Cost is good as it applies to both achieving the project objectives and being a fiscally sound project.	10 POINTS: Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project.	5 POINTS: Costs are not clearly explained in application and budget.	0 POINTS: Costs are not reasonable for this type of project.
Project Readiness <i>10 to 0 points possible</i>	10 POINTS: Project has all necessary permits (or does not need permits) and engineering report is approved. SEQR is completed. The project is ready to move forward with construction.	5 POINTS: Project is not ready to proceed with construction but has some of the necessary approvals and is expected to begin construction within two years.		2 POINTS: Project is expected to be completed within five years.	0 POINTS Project has none of the necessary approvals and is not expected to be completed within five years. <i>Applications that fall into this category will not be funded.</i>
Experience and Ability <i>5 to 0 points possible</i>	5 POINTS: Applicant has shown the ability to complete state-funded wastewater treatment projects in the past 10 years in a timely manner OR Applicant has sufficiently shown its ability to complete this wastewater project.		3 POINTS: Applicant has shown the ability to complete a state-funded water quality project that was not related to wastewater treatment in the past 10 years in a timely manner OR Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the project		0 POINTS: Applicant has demonstrated poor management of WQIP and/or EPG contract(s) in the past 10 years OR Applicant has not been awarded a WQIP or EPG grant in the past 10 years and does not appear to have the experience and ability to carry out the project. <i>Applications that fall into this category will not be funded.</i>
Regional Economic Development Priority Points	<i>Up to 20 points for this criterion are provided by the Regional Economic Development Councils</i>				
Total Maximum Points	<i>100 points</i>				

¹¹ Also to be considered: If the applicant is a Climate Smart Community and has completed one or more of the following actions: PE10 Action: Green House Gas Tracking System; PE3 Action: Energy Benchmarking for Government Buildings; PE7 Action: Climate Vulnerability Assessment; and/or PE7 Action: Watershed Assessment; and if the project is within a 100-year floodplain, the engineering report addresses storm and flood resiliency.

Non-Agricultural Nonpoint Source Abatement and Control

ELIGIBLE APPLICANTS

- Municipalities¹²
- Soil and water conservation districts (excluding Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems project subtype)

DESCRIPTION

Funding is available for non-agricultural nonpoint source projects or programs that improve a documented water quality impairment, or that protect a drinking water source.

REQUIREMENTS FOR ALL NONPOINT SOURCE APPLICATIONS:

Required Attachments:

- Budget worksheet¹³
- Sexual Harassment Prevention Certification Form¹⁴
- Map with the project or program area clearly identified. Map must be a minimum of 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- See special requirements column in below table for required attachments for specific project subtypes.
- In addition to required attachments, all applicants **should** attach any site assessments, permits, feasibility studies, landowner agreements or other documentation that demonstrates the likelihood of project success and/or feasibility.

PROJECT SUBTYPES AND REQUIREMENTS

Project Subtypes	Description	Maximum award	Required match	Special Requirements
Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems	Projects to construct a municipally-owned decentralized wastewater treatment facility in areas with failing on-site treatment systems, including the necessary collection and	\$3,000,000	25% of award amount	Must consist of a subsurface treatment and disposal system. Collection and conveyance system may consist of septic tank effluent pump or gravity, grinder pump or gravity sewer. Projects must be designed by a professional engineer.

¹² For the purposes of Non-agricultural Nonpoint Source Abatement and Control projects and programs under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof. (Environmental Conservation Law §56-0101)

¹³ WQIP Budget Worksheet: <http://www.dec.ny.gov/pubs/4774.html>

¹⁴ Sexual Harassment Prevention Certification Form: <http://www.dec.ny.gov/pubs/4774.html>

Project Subtypes	Description	Maximum award	Required match	Special Requirements
	conveyance system			<p>If awarded, a sewer district must be formed within two years of date of award. No funding will be disbursed until sewer district is formed.</p> <p>Required Attachment:</p> <ul style="list-style-type: none"> Feasibility study that follows the NYS Environmental Facilities Corporation/DEC Engineering Report Outline for New York State Wastewater Infrastructure Projects¹⁵.
Green Infrastructure Practices	Green infrastructure projects to address combined sewer overflows, reduce a pollutant impacting a waterbody or address a regional water quality issue; or projects to install green infrastructure practices designed to capture and remove the pollutant contributing to a water quality impairment.	\$1,000,000	25% of award amount	<p>Eligible practices are limited to:</p> <ul style="list-style-type: none"> Bioretention Rain gardens Constructed wetlands Porous pavement Green roofs Downspout disconnection Stormwater street trees Stormwater harvesting and reuse Stream daylighting <p>Must be designed in accordance with the <i>2015 NYS Stormwater Design Manual</i>.</p> <p>Must go above and beyond water quality volume treatment and/or reduction requirements in</p>

¹⁵ Engineering Report Outline for NYS Wastewater Infrastructure Projects:
<https://nysefc.box.com/s/0s1j2q1nytylpo3q5llbwt3zta0yopp0>

Project Subtypes	Description	Maximum award	Required match	Special Requirements
				<p>the SPDES Construction General Permit.</p> <p>Required Attachments:</p> <ul style="list-style-type: none"> • Feasibility study that meets WQIP Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements¹⁶ • Policies and procedures for maintaining BMPs¹⁷.
Stormwater Retrofits	Stormwater retrofit projects designed to capture and remove pollutants causing a water quality impairment.	\$500,000	25% of award amount	<p>Eligible practices are limited to those identified in Chapters 5 and 6 of the <i>2015 NYS Stormwater Design Manual</i>.</p> <p>Must be designed in accordance with the <i>NYS Stormwater Design Manual</i>.</p> <p>Required Attachments:</p> <ul style="list-style-type: none"> • Feasibility study that meets WQIP Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements¹⁶ • Policies and procedures for maintaining BMPs¹⁸
Streambank / Shoreline Stabilization and Riparian Buffers	Projects to reduce sedimentation of waterbodies caused by eroding streambanks /	\$500,000	25% of award amount	Streambank/shoreline stabilization practices include, but are not limited to staking, erosion control matting, root

¹⁶ Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements: <http://www.dec.ny.gov/pubs/4774.html>

¹⁷ Suggested procedures for operation and maintenance are included in the NYS Maintenance Guidance: Stormwater Management Practices, March 31, 2017, found at <https://www.dec.ny.gov/chemical/8694.html>.

¹⁸ Suggested procedures for operation and maintenance are included in the NYS Maintenance Guidance: Stormwater Management Practices, March 31, 2017: <https://www.dec.ny.gov/chemical/8694.html>

Project Subtypes	Description	Maximum award	Required match	Special Requirements
	shorelines and/or to filter surface runoff with riparian buffer vegetation.			<p>wads and rip-rap (rip-rap may only be used in conjunction with natural restoration principles that incorporate vegetative materials).</p> <p>Streambank/shoreline stabilization projects paired with replanting of riparian buffers are preferred.</p> <p>Riparian buffers projects are to replant vegetation within the riparian zone of waterbodies to filter nutrients and sediment, prevent streambank/shoreline erosion and reduce thermal impacts to waterbodies.</p> <p>Proposals to stabilize streambanks/shorelines of two or more WI/PWL segments should apply under the Nonpoint Source Program subtype described below.</p>
In-Waterbody Controls for Nutrients	Projects that reduce internal loading of nutrients (mainly phosphorus) within waterbodies experiencing internal nutrient cycling leading to excessive algae and plant growth, low water quality, and other water	\$1,000,000	25% of award amount	<p>Eligible practices are limited to:</p> <ul style="list-style-type: none"> • Hypolimnetic aeration • Destratification systems for polymictic lakes • Hypolimnetic withdrawal • Dredging <p>Must secure appropriate permits prior to submitting application.</p> <p>Required attachments:</p>

Project Subtypes	Description	Maximum award	Required match	Special Requirements
	quality impairments.			<ul style="list-style-type: none"> Documentation¹⁹ of projects that are completed or underway to control external sources of nutrients that meets Minimum Documentation Requirements for Control of External Sources of Nutrients Projects²⁰) A study acceptable to DEC by a qualified professional²¹ that identifies significant internal waterbody loading and justification for use of the BMP. For destratification systems, the study must identify the waterbody as a polymictic lake. For hypolimnetic aeration, destratification systems and hypolimnetic withdrawal, must attach a plan for long-term operation and maintenance.
Bathing Beach Restoration	Projects to implement practices	\$500,000	25% of award amount	Eligible practices are limited to:

¹⁹ DEC will evaluate documentation provided to determine if external nonpoint sources (landside) have been sufficiently controlled. DEC reserves the right to only fund in-waterbody control practices that meet this criterion.

²⁰ Minimum Documentation Requirements for Control of External Sources of Nutrients Projects: <http://www.dec.ny.gov/pubs/4774.html>

²¹ A **qualified professional** as demonstrated through work experience and/or education (e.g. certified lake manager, professional engineer, marine scientist, or limnologist).

Project Subtypes	Description	Maximum award	Required match	Special Requirements
	recommended in beach restoration design reports or beach sanitary survey			<ul style="list-style-type: none"> The following green infrastructure practices: <ul style="list-style-type: none"> Bioretention Porous pavement Rain gardens Stormwater tree trenches Constructed wetlands The following beach re-naturalization practices: <ul style="list-style-type: none"> Beach sand enrichment/nourishment Beach sloping/grading <p>Required attachments:</p> <ul style="list-style-type: none"> Completed beach sanitary survey For green infrastructure practices: Feasibility Study that meets WQIP Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements²²
Stream Culvert Repair and Replacement	Projects to reduce erosion caused by failing or inadequately sized stream culverts through culvert repair or replacement	\$500,000	25% of award amount	<p>The primary purpose of the project must be to address erosion caused by failing or inadequately sized culverts in streams, as documented in:</p> <ul style="list-style-type: none"> the WI/PWL segment assessment; or photographs (must show erosion on the

²² WQIP Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements:
<http://www.dec.ny.gov/pubs/4774.html>

Project Subtypes	Description	Maximum award	Required match	Special Requirements
				<p>upstream side of the culvert); or</p> <ul style="list-style-type: none"> a DEC-accepted culvert site assessment report <p>Proposals to repair or replace culverts impacting two or more WI/PWL segments should apply under the Nonpoint Source Program subtype (below).</p> <p>Projects that also improve aquatic organism connectivity, reduce flooding and protect infrastructure will receive additional points. However, projects that are for the primary goal of improving aquatic organism passage should apply under the Aquatic Connectivity Restoration project type.</p>
Vacuum trucks in MS4 areas	Projects to purchase one vacuum truck to be used in an MS4 area	\$325,000	25% of award amount	<p>Applicant must have completed all Basic Elements Map items (view MS4 Mapping Status Worksheet²³) by the date of application submittal.</p> <p>Applicants must participate in an area-wide municipal cooperative stormwater group if one exists. If one does not exist, the application must document the steps that are being taken to</p>

²³ MS4 Mapping Status Worksheet: <http://www.dec.ny.gov/pubs/4774.html>

Project Subtypes	Description	Maximum award	Required match	Special Requirements
				<p>develop a group, which must be formed prior to receiving a grant award. In the rare case where a coalition does not exist nor will be established, the application must justify the reasons in the application.</p> <p>Funding will be considered for proposals submitted on behalf of multiple regulated MS4s. Only the lead applicant needs to register in the NYS Grants Gateway (http://grantsreform.ny.gov). Projects being undertaken by multiple regulated MS4s in the same county or urbanized area will receive additional points. A list of the cooperating MS4s must be provided in the application.</p> <p>Required attachments:</p> <ul style="list-style-type: none"> • Letters of support from regulated MS4 entities participating in and/or benefiting from this project • Mapping Status Table worksheet(s)²⁴ with the application for each MS4 participating or benefitting directly from the proposed project.

²⁴ MS4 Mapping Status Worksheet: <http://www.dec.ny.gov/pubs/4774.html>

Project Subtypes	Description	Maximum award	Required match	Special Requirements
				<ul style="list-style-type: none"> Catch basin clean-out plan and procedures that meet Catch Basin Clean-Out Plan Minimum Requirements²⁵
Permeable Reactive Barriers	Projects to reduce nitrogen in groundwater through the installation of permeable reactive barrier systems.	\$500,000	25% of award amount	Required Attachment: <ul style="list-style-type: none"> A study acceptable to DEC by a qualified professional²⁶ that documents excessive nitrogen in groundwater and provides justification for use of the BMP.
Nonpoint Source Program	Programs to implement particular nonpoint source BMPs within a defined geographic area. Geographic areas include, but are not limited to: counties, watersheds, municipalities, or sanitary sewer overflow (SSO) areas.	\$1,000,000	25% of award amount	Eligible programs are limited to one of the following types of BMPs per application: <ul style="list-style-type: none"> Streambank stabilization and riparian buffers Stream culvert repair and/or replacement Road ditch stabilization (including hydroseeding²⁷) Septic tank pump-out Rain garden/rain barrel program for SSO areas (must be for an SSO in a capacity, management, operation and maintenance (CMOM) program, a DEC-approved

²⁵ Catch Basin Clean-Out Plan Minimum Requirements: <http://www.dec.ny.gov/pubs/4774.html>

²⁶ A qualified professional as demonstrated through work experience and/or education (e.g., professional engineer, certified environmental professional, or professional geologist).

²⁷WQIP does not fund hydroseeding at SPDES General Permit for Stormwater Discharges from Construction Activity sites, or for purposes other than stormwater/runoff reduction (e.g., ball fields).

Project Subtypes	Description	Maximum award	Required match	Special Requirements
				<p>sanitary sewer evaluation survey plan, or Order on Consent)</p> <p>Stream culvert repair, road ditch and streambank/shoreline stabilization programs must implement projects to improve two or more WI/PWL segments to be considered under this program category and must identify all project locations at time of application.</p> <p>For rain garden/rain barrel programs, project locations or geographic areas in which programs will be implemented must be identified at time of application</p> <p>Stream culvert repair and replacement programs must address erosion caused by failing or inadequately sized culverts as documented in:</p> <ul style="list-style-type: none"> • the WI/PWL segment assessment(s); • photographs (must show erosion on the upstream side of the culverts); or • a DEC-accepted culvert site assessment report.

ELIGIBLE COSTS

- Equipment
- Equipment operating expenses
- Contractual services

- Construction
- Construction inspection
- Salary and fringe
- Travel
- Planning, design, administrative²⁸ and construction oversight costs (total may not exceed 20% of award amount)

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Land purchases
- Indirect costs (e.g. space/property rent, utilities, office supplies)
- Legal fees
- Costs incurred outside the start and end date of the contract (no earlier May 10, 2021)
- Applications that do not include required attachments with application
- Projects that do not address a water quality impairment or protect a drinking water source
- Pre- and post-construction monitoring and sampling
- Aquatic vegetation harvesting projects or programs
- Algaecides
- Water circulators, bubblers or other equipment designed to move water
- Culvert replacement projects/programs that do not address erosion issues
- Culvert replacement projects for the primary purpose of improving aquatic organism passage (should apply under the Aquatic Connectivity Restoration category of WQIP)

RESOURCES

- Nonpoint Source Guidance and Technical Assistance: <https://www.dec.ny.gov/chemical/96777.html>
- Information on preferred, nature-based methods of shoreline stabilization: <http://www.dec.ny.gov/permits/50534.html>.
- DECinfo Locator²⁹ (most up to date source of WI/PWL segment assessments): <http://www.dec.ny.gov/pubs/109457.html>
- HUC 12 watershed map: <https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8>
- Pollutant Source Prioritization Table: <http://www.dec.ny.gov/pubs/4774.html>

²⁸The following are examples of eligible administrative costs: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project.

The following are examples of ineligible administrative costs: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents need to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing and submitting environmental regulatory approvals/permits needed to implement the project

²⁹ For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody the project will impact. To find the closest WI/PWL segment assessment visit the DECinfo Locator and click on the link for “Environmental Quality Map View”. In the left column of the map, click on “Information List” and check the box for “Rivers, Streams and Shorelines” AND “Lakes, Reservoirs, and Estuaries” to display these map layers. Enter the address or project location in the “Search Near Me” search bar. Click on the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and assessment level. To access the WI/PWL segment assessment for that waterbody, click on the “Download Fact Sheet” link in the box. For guidance on how to read the WI/PWL segment assessments, visit: <http://www.dec.ny.gov/chemical/36730.html>.

- EPA Guidance for Sanitary Surveys: <https://www.epa.gov/dwreginfo/sanitary-survey-guidance-manuals>
- NYS Stormwater Design Manual: <https://www.dec.ny.gov/chemical/29072.html>
- North Atlantic Aquatic Connectivity Project (NAACC): <https://streamcontinuity.org/naacc>
- Maps of EJ areas in New York State: <http://www.dec.ny.gov/public/911.html>.

CONTACT

NYS Department of Environmental Conservation, Division of Water

- Decentralized Wastewater Treatment Facilities for Failing On-Site Treatment Systems—Ken Kosinski, (518) 402-8086
- Green Infrastructure Practices—Ryan Waldron, (518) 402-8244
- Stormwater Retrofits—Ethan Sullivan, (518) 402- 1382
- Streambank/Shoreline Stabilization & Riparian Buffers— Julie Berlinski, (518) 402-8212In-Waterbody Controls for Nutrients—Stephanie June, (518) 402-9255
- Bathing Beach Restoration—Lauren Townley, (518) 402-8283
- Stream Culvert Repair and Replacement—Julie Berlinski, (518) 402-8212
- Permeable Reactive Barriers—Karen Stainbrook, (518) 402-8095
- Vacuum Truck in MS4 Area—Christina Chiappetta, (518) 402-1224
- Nonpoint Source Programs—Julie Berlinski, (518) 402-8212

NONPOINT SOURCE PROJECT SCORING CRITERIA

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Reasonableness of Cost, Project Readiness, or Experience and Ability will not be funded.			
Vision 40 to 1 point(s) possible	Vision will be calculated by multiplying Performance Measures times Impact Factor. Performance Measures points and Impact Factor points will not be included in the total project score, only the combined Vision points.			
Performance Measures 10 to 2 point(s) possible (as part of Vision score)	10 POINTS: Projects that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table ³⁰ AND benefit an active public drinking water supply OR Green infrastructure projects specifically listed in a Long Term Control Plan that reduce stormwater flow to a combined sewer system OR Stormwater retrofit projects required by an MS4 permit OR Beach restoration projects that are specifically listed as a priority in a DEC-approved beach restoration report	8 POINTS: Projects that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table OR Projects located in the HUC 12 watershed of a Waterbody Inventory/Priority Waterbodies List (WI/PWL) segment with uses listed as either "precluded" or "impaired" and that will address known pollutant(s) listed in the WI/PWL segment assessment as impacting that segment. OR Projects that address a known nonpoint source of pollution in the WI/PWL segment assessment AND benefit an active public drinking water supply OR Projects that support multiple actions in a DEC Watershed Action Agenda or Plan OR Beach restoration projects that are for a type of project that is the focus of a beach restoration report funded independently or based on a sanitary survey OR Stormwater retrofit projects in an MS4 area	6 POINTS: Projects that address a secondary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table ²¹ OR Projects that support an action or priority identified in a DEC Watershed Action Agenda or Plan OR Projects located in the HUC 12 watershed of a WI/PWL segment with uses listed as either "stressed" or "threatened" and that will address known pollutant(s) listed in the WI/PWL segment assessment as impacting that segment. OR Decentralized municipal wastewater treatment facilities for failing on-site treatment systems where the need for the project has been documented in a completed sanitary survey conducted and/or approved by the Department of Health	2 POINTS: Projects located in the HUC 12 watershed of a WI/PWL segment that is listed as "unassessed"

³⁰ Pollutant Source Prioritization Table: <http://www.dec.ny.gov/pubs/4774.html>

Impact Factor <i>4 to 1 point(s) possible (as part of Vision score)</i>	<i>Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Systems projects</i>	4 POINTS: Projects that address a primary pollution source in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table ³¹	3 POINTS: Projects where on-site septic systems are impacting a WI/PWL segment listed as "precluded" or "impaired" in the WI/PWL segment assessment	2 POINTS: Projects that address a secondary pollution source in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table ²² OR Projects where on-site septic systems are impacting a WI/PWL segment listed as "stressed" or "threatened" in the WI/PWL segment assessment and the proposed project serves properties located directly on the waterbody segment	1 POINT: Projects where on-site septic systems are impacting a WI/PWL segment listed as "stressed", "threatened" or "unassessed" in the WI/PWL segment assessment AND the proposed project serves properties located within the HUC 12 watershed
	<i>Green Infrastructure Practice</i>	Total water quality volume (WQv) ³² treated or reduced 7,500 cubic feet (ft ³)	Total WQv treated or reduced 5,000 to 7,499 ft ³	Total WQv treated or reduced 2,500 to 4,999 ft ³	Total WQv treated or reduced 2,499 ft ³ or less
	<i>Stormwater Retrofits</i>	Projects that are in an MS4 area AND address a primary or secondary pollution source in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table.	Projects that are in an MS4 area AND will address pollutant(s) listed in the WI/PWL segment assessment of an "impaired" segment.	Projects that are in an MS4 area AND will address pollutant(s) listed in the WI/PWL segment assessment of a "stressed", "threatened", or "unassessed" segment OR Projects that are in a non-MS4 area AND will address pollutants listed in the WI/PWL segment assessment as an "impaired"	Projects that are in a non-MS4 area AND will address pollutant(s) listed in the WI/PWL segment assessment of a "stressed", "threatened", or "unassessed" segment.

³¹ Pollutant Source Prioritization Table: <http://www.dec.ny.gov/pubs/4774.html>

³² To calculate the water quality volume, refer to Table 4.1 on page 4-1 of the 2015 New York State Stormwater Design Manual or use the NYSDEC Runoff Reduction Worksheets. Both resources can be found at <https://www.dec.ny.gov/chemical/8694.html>.

Impact Factor continued	<i>Streambank / Shoreline Stabilization and Riparian Buffers</i>	Projects that implement streambank/shoreline stabilization AND riparian buffers directly adjacent to a waterbody that has been identified in the WI/PWL segment assessment as “precluded” or “impaired” due to streambank or shoreline erosion	Projects that implement streambank/shoreline stabilization OR riparian buffers directly adjacent to a waterbody that has been identified in the WI/PWL segment assessment as “precluded” or “impaired” due to streambank or shoreline erosion (streambank/shoreline stabilization) or urban stormwater runoff (riparian buffers)	Projects that implement streambank stabilization AND riparian buffers directly adjacent to a waterbody that has been identified in the WI/PWL segment assessment as “stressed” or “threatened” due to streambank or shoreline erosion	Projects that implement streambank stabilization OR riparian buffers directly adjacent to a waterbody that has been identified in the WI/PWL segment assessment as “stressed”, “threatened” or “unassessed” due to streambank or shoreline erosion (streambank/shoreline stabilization) or stormwater runoff (riparian buffers)
	<i>In-Waterbody Controls for Nutrients</i>	Projects where internal loading has been identified as the primary source of pollution in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABS Action Plan) as listed in DEC’s Pollutant Source Prioritization Table	Projects where internal loading was identified in the WI/PWL segment assessment as the known source of pollution in a waterbody that has been identified in the WI/PWL segment assessment as “precluded” or “impaired” for nutrient pollution	Projects that were identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABS Action Plan) where internal loading was identified as a secondary source of pollution as listed in DEC’s Pollutant Source Prioritization Table	Projects where internal loading was identified in the WI/PWL segment assessment as the known source of pollution in a waterbody that has been identified in the WI/PWL segment assessment as “stressed”, “threatened”, or “unassessed” for nutrient pollution
	<i>Bathing Beach Restoration</i>	Projects that combine two or more practices (e.g., porous pavement, rain gardens and bioswale) to reduce/restore waterbody (such that the water quality benefit is greater than any one practice alone) AND the proposed project is located on the beach or within the beach/park property	Projects that combine two or more practices (e.g. porous pavement, rain garden and bioswale) to reduce/restore waterbody (such that the water quality benefit is greater than any one practice alone) AND the proposed project is located on a tributary adjacent to the beach that has been identified as a source of pollution	Projects with one practice to reduce/restore waterbody AND the proposed project is on a tributary adjacent to the beach that has been identified as a source of pollution	Projects with one practice to reduce/restore waterbody AND the proposed project is located within the HUC 12 watershed of that waterbody

Impact Factor continued	<i>Stream Culvert Repair and Replacement</i>	<p>Projects where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks</p> <p>AND that will help protect high risk or critical infrastructure³³</p> <p>AND that would improve NAACC score³⁴ by at least one level</p>	<p>Projects where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks</p> <p>AND that would improve NAACC score by at least one level</p>	<p>Projects where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks</p> <p>AND that that will help protect high risk or critical infrastructure</p>	<p>Projects where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks AND improvement of NAACC score is unlikely or does not have a NAACC score</p>
	<i>Vacuum Trucks in MS4 Areas</i>	<p>Applicant has completed Basic and Intermediate Elements Map items</p> <p>AND has demonstrated support from all collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this project or project is on behalf of a single municipality with needs specific to the scope of this project or is neither located in an area with other cooperating regulated MS4 entities nor are shared services available (must specify this in application)</p>	<p>Applicant has completed Basic Elements Map items</p> <p>AND Applicant has demonstrated support from all collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this project or project is on behalf of a single municipality with needs specific to the scope of this project or is neither located in an area with other cooperating regulated MS4 entities nor are shared services available (must specify this in application)</p>	<p>Applicant has completed Basic Elements Map items</p> <p>AND Applicant has demonstrated support from 50% or more of collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this project.</p>	<p>Applicant has completed Basic Elements Map items</p> <p>AND Applicant has demonstrated support from less than 50% of collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this project</p>

³³ Infrastructure is located on the primary ingress and/or egress from a community or a significant portion of a community that serves a substantial number of residents and/or businesses; or is located on a designated emergency evacuation route.

³⁴ NAACC score refers to the North Atlantic Aquatic Connectivity Collaborative's Aquatic Passability Score which uses a numeric scale from 0.0 to 1.0 with six associated levels from "severe barrier" to "no barrier." Culvert repair or replacement must raise the passability score such that the associated descriptor level will change/improve. Where scoring is unavailable, professional judgement will be used to categorize the passability of each structure.

	<i>Permeable Reactive Barriers</i>	Projects where groundwater nitrogen has been identified as the primary source of pollution in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABS Action Plan) as listed in DEC’s Pollutant Source Prioritization Table	Projects where groundwater nitrogen was identified in the WI/PWL segment assessment as the known source of pollution in a waterbody that has been identified in the WI/PWL segment assessment as “precluded” or “impaired” for nutrient pollution	Projects that were identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABS Action Plan) where groundwater nitrogen was identified as a secondary source of pollution as listed in DEC’s Pollutant Source Prioritization Table	Projects where groundwater nitrogen was identified in the WI/PWL segment assessment as the known source of pollution in a waterbody that has been identified in the WI/PWL segment assessment as “stressed”, “threatened”, or “unassessed” for nutrient pollution
Waterbody Assessment (for all projects EXCEPT Green Infrastructure Practice/ Stormwater Retrofits project subtypes) <i>5 to 0 points possible</i>	<i>Waterbody Classification</i>	2 POINTS: AA, A special, SA, GA (primary supply aquifer), AA special, A(T), C(T), C(TS), A, B(T), GA (other), or has a watershed plan	1 POINT: B, SB, C, SC, I, D, SD, GSB, GSA		0 POINTS: Waterbody not listed in the WI/PWL
	<i>Type of Pollutant (must be a nonpoint source pollutant)</i>	3 POINTS: Known	2 POINT: Suspected		0 POINTS: Unconfirmed OR Unassessed or Waterbody not listed in the WI/PWL
Waterbody Assessment (for Green Infrastructure Practice/ Stormwater Retrofits project subtypes) <i>5 to 0 point(s) possible</i>	<i>Type of Pollutant</i> (must be a pollutant traditionally identified with CSO discharges)	5 POINTS: Known	3 POINTS: Suspected	0 POINTS: Unconfirmed OR Unassessed or Waterbody not listed in the WI/PWL	
Environmental Justice (EJ) 2 to 0 points possible	2 POINTS Projects that improve water quality in an EJ area or positively impact drinking water quality serving an EJ community		0 POINTS Projects that do not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community		
Reasonable-ness of Cost <i>20 to 0 points possible</i>	20 POINTS: Budget clearly details and justifies only eligible costs related to implementation of a non-agricultural nonpoint source project AND Project costs provide an exceptional value as it applies to achieving pollutant reduction.	10 POINTS: Budget is missing some detail and/or justification of costs and/or includes ineligible costs OR Project costs provide a good value as it applies to achieving pollutant reduction.		5 POINTS: Budget is missing some detail and/or justification of costs and/or includes ineligible costs AND Project costs provide a good value as it applies to achieving pollutant reduction.	0 POINTS: Budget is not completed and/or costs are not justified AND/OR Project costs do not provide a good value as it applies to achieving pollutant reduction Applications that fall into this category will not be funded.

Project Readiness <i>8 to 0 points possible</i>	8 POINTS: Project has all necessary permits (or does not need permits) and approvals AND the project is ready to move forward with construction.	5 POINTS: Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay.	2 POINTS: Project has not secured any of the necessary approvals but is expected to be completed within five years.	0 POINTS: Project has none of the necessary approvals and is not expected to be completed within 5 years. <i>Applications that fall into this category will not be funded.</i>
Experience and Ability <i>5 to 0 points possible</i>	5 POINTS: Applicant has shown the ability to complete state-funded non-agricultural nonpoint source projects in the past 10 years in a timely manner OR Applicant has sufficiently shown its ability to complete this non-agricultural nonpoint source project based upon experience with similar non-agricultural nonpoint source projects.	3 POINTS: Applicant has shown the ability to complete a state funded water quality project that was not related to non-agricultural nonpoint source treatment in the past 10 years in a timely manner OR Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the project	0 POINTS: Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years OR Applicant has not been awarded a WQIP in the past 10 years and does not appear to have the experience and ability to carry out the project. <i>Applications that fall into this category will not be funded.</i>	
Regional Economic Development Priority Points	<i>Up to 20 points for this criterion are provided by the Regional Economic Development Councils.</i>			
Total Maximum Points	100			

NONPOINT SOURCE PROGRAM SCORING CRITERIA

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Reasonableness of Cost, Project Readiness, or Experience and Ability will not be funded.				
Vision 40 to 1 point(s) possible	Vision will be calculated by multiplying Performance Measures times Impact Factor. Performance Measures points and Impact Factor points will not be included in the total project score, only the combined Vision points.				
Performance Measures (Programs) 10 to 1 point(s) possible (as part of Vision score)	10 POINTS: Programs that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC’s Pollutant Source Prioritization Table AND impact an active public drinking water supply	8 POINTS: Programs that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or HABs Action Plan) as listed in DEC’s Pollutant Source Prioritization Table OR Programs where work will be completed in the watershed of a WI/PWL segment with uses listed as either “precluded” or “impaired” and that will address pollutant(s) listed in the WI/PWL segment assessment as impacting that segment	6 POINTS: Programs that address a secondary pollution source identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC’s Pollutant Source Prioritization Table OR Programs where work will be completed in the watershed of a WI/PWL segment with uses listed as either “stressed” or “threatened” and that will address pollutant(s) listed in the WI/PWL segment assessment as impacting that segment	4 POINTS: Programs where work will be completed in the watershed of a WI/PWL segment that is listed as “unassessed”	1 POINT: Programs where work will be completed in the watershed of a waterbody not listed in the WI/PWL
Impact Factor 4 to 1 point(s) possible (as part of Vision score)	4 POINTS: Program will be implemented in the watershed of a waterbody with a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or HABs Action Plan) AND implements a practice recommended in the implementation section of that document OR Program will implement projects identified in a DEC-approved plan that address nonpoint source pollution	3 POINTS: Program addresses pollutant impacts to at least two WI/PWL segments identified as “precluded” or “impaired” in the WI/PWL segment assessment OR Program addresses aquatic habitat connectivity and/or flood resiliency in addition to nonpoint source pollution	2 POINTS: Program addresses pollutant impacts to at least one WI/PWL segment identified as “precluded or impaired” in the WI/PWL segment assessment AND at least one WI/PWL segment identified as “stressed” or “threatened” in the WI/PWL segment assessment OR At least two WI/PWL segments identified as “stressed” or “threatened” in the WI/PWL segment assessment	1 POINT: Program will address pollutant impacts to at least one WI/PWL segment identified as “stressed” or “threatened” in the WI/PWL segment assessment AND at least one WI/PWL segment identified as unassessed in the WI/PWL segment assessment OR At least two WI/PWL segments identified as unassessed in the WI/PWL segment assessment	

Program Scale <i>5 to 1 points possible</i>	5 POINTS: Programs that will be implemented at a watershed scale (HUC 12 or greater)	3 POINTS: Programs that will be implemented at a county scale	1 POINTS: Programs that will be implemented at the municipal scale
Environmental Justice (EJ) <i>2 to 0 points possible</i>	2 POINTS Projects that improve water quality in an EJ area or positively impact drinking water quality serving an EJ community	0 POINTS Projects that do not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community	
Reasonableness of Cost <i>20 to 0 points possible</i>	20 POINTS: Budget clearly details and justifies only eligible costs related to implementation of a non-agricultural nonpoint source project AND Program costs provide a good value as it applies to achieving pollutant reduction.	15 POINTS: Budget is missing some detail and/or justification of costs and/or includes ineligible costs OR Program costs provide a good value as it applies to achieving pollutant reduction.	0 POINTS: Budget is not completed and/or costs are not justified AND Program costs do not provide a good value as it applies to achieving pollutant reduction <i>Applications that fall into this category will not be funded.</i>
Program Readiness <i>8 to 0 points possible</i>	8 POINTS: Program has all necessary permits (or does not need permits) and approvals. the project is ready to move forward with construction.	5 POINTS: Program is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay.	2 POINTS: Program has not secured any of the necessary approvals but is expected to be completed within five years.
			0 POINTS: Program has none of the necessary approvals and is not expected to be completed within 5 years. <i>Applications that fall into this category will not be funded.</i>
Experience and Ability <i>5 to 0 points possible</i>	5 POINTS: Applicant has shown the ability to complete state-funded non-agricultural nonpoint source projects in the past 10 years in a timely manner OR Applicant has sufficiently shown its ability to complete this non-agricultural nonpoint source program based upon experience with similar non-agricultural nonpoint source projects.	3 POINTS: Applicant has shown the ability to complete a state funded water quality project that was not related to non-agricultural nonpoint source treatment in the past 10 years in a timely manner OR Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the program	0 POINTS: Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years OR Applicant has not been awarded a WQIP in the past 10 years and does not appear to have the experience and ability to carry out the program. <i>Applications that fall into this category will not be funded.</i>
Regional Economic Development Priority Points	<i>Up to 20 points for this criterion are provided by the Regional Economic Development Councils.</i>		
Total Maximum Points	100		

Land Acquisition for Source Water Protection

ELIGIBLE APPLICANTS

- Municipalities³⁵
- Soil and water conservation districts
- Not-for-profit corporations³⁶

DESCRIPTION

Funding is available to purchase land for the purpose of protecting surface or groundwater drinking water supplies.

REQUIREMENTS AND ADDITIONAL INFORMATION FOR ALL LAND ACQUISITION APPLICATIONS

- Before starting an application, applicants are strongly encouraged to investigate steps that must be taken and state and local approvals that are needed to start a project of this type (permits, easements, etc.). Applicants who have questions about what is needed for their project are encouraged to call the contact below.
- **Only** active public water supplies³⁷ as defined by the New York State Department of Health (NYSDOH) are eligible³⁸.
- **Only** land acquisition projects or programs associated with established and active public water supplies are eligible.
- Land Acquisition projects must drain to the surface water source that is identified as the public water supply.
- Monitoring and enforcement of properties or easements obtained through this grant may be performed by a subcontractor. To ensure all current and future uses are consistent with the public purposes set forth in ECL § 15-3303³⁹, monitoring and enforcement protocol and the associated property is subject to inspection.
- Agricultural Environmental Management (AEM)⁴⁰ Tier 3 plan is required for acquisitions that currently, or in the future, have agricultural uses and activities. AEM plans may be developed, reviewed, and monitored by a qualified subcontractor. The AEM Tier 3 plan must be completed prior to an awardee's contract completion.
- Parcels acquired prior to an executed contract are not guaranteed reimbursement.
- Donated parcels or parcels to be used as match are subject to the terms of the grant.
- Parcels previously acquired with WQIP grant funds cannot be used as match.
- For both projects and programs targeting protection of surface waterbodies or

³⁵ For the purposes of Land Acquisition for Source Water Protection under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof (Environmental Conservation Law §56-0101) .

³⁶ "Not-for-profit corporation" means a corporation formed pursuant to the not-for-profit corporation law and qualified for tax-exempt status under the federal internal revenue code (Environmental Conservation Law, Article 56-0101 (16))

³⁷ NYSDOH defines a public drinking water supply as "any system with at least 5 service connections or that regularly serves an average of at least 25 people daily for at least 60 days out of the year".

³⁸ Applicants may contact their local county health departments to verify active public drinking water supplies. Contact information can be found by visiting:

https://www.health.ny.gov/contact/contact_information/

³⁹ Public purpose as set forth in ECL § 15-3303. See <https://www.nysenate.gov/legislation/laws/ENV/15-3303>.

⁴⁰ For information regarding the Agricultural Environmental Management program, visit <https://agriculture.ny.gov/soil-and-water/agricultural-environmental-management>.

groundwater wellheads, parcels adjacent to waterbodies used as a water supply, parcels containing or adjacent to a wetland, or adjacent to tributaries draining to a water supply **must** contain an existing riparian buffer OR restore a riparian buffer. Both existing and restored riparian buffers **must** meet the requirements listed below. Only restoration activities performed on properties or easements acquired through this grant opportunity are eligible for funding.

- Riparian Buffer Requirements (Projects or programs):
 - Riparian buffers **must** have a minimum width of 300 feet if they are adjacent to tributaries, reservoirs, wellheads or wetlands.
 - Riparian buffers **must** be revegetated using only native trees, shrubs, or grasses appropriate for the site conditions. Replacement of dead trees or shrubs must be continued until the buffer is, or will progress to, a fully functional condition.
 - For newly created or restored buffers, the applicant **must** develop and implement a maintenance plan during the buffer establishment period, defined as 3-5 years after planting of vegetation.
 - Streambanks **must** be stable prior to creation or restoration of riparian buffers. “Soft” streambank stabilization practices including, but not limited to, live staking, contour wattling, erosion control matting, and root wads, are eligible for funding as part of a buffer project. Hard armoring of streambanks, including stone rip rap, is **not** eligible for funding under this category.
 - Selective cutting of trees, removal of invasive species, or supplemental planting of trees, shrubs, or grasses are allowed provided they improve habitat and function of the riparian buffer or remove, mitigate, or warn against unreasonable harm to people, property or health of native species on or around the defined riparian buffer area.
 - Field drains through the riparian buffer are **not** allowed. Existing field drains **must** be terminated prior to entering the riparian buffer in a manner that will allow infiltration of field drain discharge.
- Wetland Requirements:
 - Project plans **must** describe how the work in and near wetlands will protect drinking water supplies and provide improved wetland function.
 - Work within or immediately adjacent to existing wetlands **must** be limited to activities that will improve wetland function. Disturbances that compromise ecological functions are ineligible.
 - Projects **cannot** mitigate for impacts to regulated wetlands. Wetland mitigation projects are ineligible.
 - The applicant **must** develop and implement a maintenance plan for any wetland creation or enhancement. The maintenance plan **must** include protocols for addressing problems for a minimum of 3 years following creation or enhancement.
- Land Purchase and Conservation Easement Requirements
 - All **municipalities**, whether a project or program, **must** submit a complete water withdrawal permit modification application for all properties being acquired.⁴¹
 - Lands currently protected by a federal or state easement program are **not** eligible.

⁴¹ Water withdrawal permitting requirements as stated in 6 NYCRR Part 601.6. See [https://govt.westlaw.com/nycrr/Document/I4ebfafbecd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/nycrr/Document/I4ebfafbecd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

- Conservation easements **must** be acquired in perpetuity. Applicants for easements will be expected to make use of the Conservation Easement Template found on <https://www.dec.ny.gov/pubs/115920.html>.
- If the property is used for activities which interfere with the accomplishment of approved purposes, the violating activities **must** cease, and any resulting adverse effects **must** be remedied.
- Disturbances that compromise the ecological condition of the riparian buffer or wetland areas, including, but not limited to, livestock access, wood or timber harvesting, excessive mowing and recreational vehicular use **must** be prohibited.
- Per Environmental Conservation Law §15-3303, DEC **cannot** provide funding for any land acquisition project by a not-for-profit if any town, village, or city objects to such acquisition. A not-for-profit contact **must** notify any town, village, or city of their interest in acquiring such project. The town, village, or city has 90 days after such notification to object by resolution. A not-for-profit contractor **must** provide DEC with copies of such notification and any responses received from any town, village or city, or certify to DEC that no responses were received within 90 days.
- Phase I environmental assessment reports **are required** for lands acquired in fee and conservation easements. Phase I reports **must** be completed by a qualified consultant.
- The applicant **must** hold title to any land or easement acquired through this grant.
- Upon approval of the Department, an applicant who acquired an interest in real property using monies obtained through this program may sell, lease, exchange or donate the real property to a not-for-profit or municipality, who will continue to use the real property for the same public purpose, without an express act of the New York State Legislature. Any sale, lease, exchange or donation which will result in the real property no longer having a public purpose must be approved by an express act of the New York State Legislature.
- In the event that a municipality or not-for-profit sells a parcel(s) that was acquired with funds made available pursuant to ECL Article 15 Title 33, other new lands must be acquired, and the following must be met:
 - parcel(s) must be of equal environmental and source water value;
 - parcel(s) must be equal to or greater than the original purchase amount, excluding the awardee's match and any stewardship & monitoring expenses incurred; and
 - value of the new parcel(s) must account for inflation of the original parcel(s).

The Department must review and approve the proposed acquisition of a new parcel(s) prior to the sale of the original parcel. This requirement shall remain in effect beyond the term of this contract.
- In accordance with New York State Finance Law, landowners are considered sub-contractors of the applicant and any landowner receiving \$100,000 or more is required to submit a Vendor Responsibility Questionnaire before DEC will execute a contract with the applicant.⁴²
- Public access and passive recreational activities (i.e. hiking trails) will be reviewed by DEC on a case-by-case basis. The applicant **must** provide a thorough description and maps showing public access points, proposed activities, proximity to the public water supply, and justification for public access to assist DEC in making the determination of

⁴² More information about Vendor Responsibility can be found on the website of the Office of the State Comptroller: <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>.

whether public access will have an impact to the drinking water supply. In the case of a municipality, this documentation is to be provided at the earliest date practicable but not later than 120 days prior to closing on a property. In the case of a not-for-profit or Soil and Water Conservation District, documentation **must** be provided concurrently with notification of the municipality of its interest in acquiring such projects.

- Transaction requirements (post-award):
 - Appraisals **are required** for all properties prior to reimbursement.
 - Appraisals **must** be completed by a state general certified appraiser following the Uniform Standards of Professional Appraisal Practice (USPAP) and submitted as non-restricted narrative appraisal reports.
 - DEC may reimburse for purchase of land or development rights above appraised value if, in DEC's opinion, a parcel has exceptional source water value that cannot be factored into a determination of fair market value. DEC may reimburse at a price above the highest approved independent appraisal provided: 1) the price was the result of documented negotiations between the Grantee and the seller and 2) the Grantee demonstrates the unique source water protection value and how it accomplishes the objective of this program to DEC's satisfaction.
 - Boundary surveys **are required** for all properties. Surveys **must** be completed by a professional land surveyor.
 - Baseline Data **is required** for all conservation easement acquisitions.
 - Phase I environmental assessment reports **are required for all properties** and must be completed by a qualified consultant.
 - Title insurance **is required** for all properties.
 - Appraisals, surveys, title report and insurance, baseline data and easement language (if applicable), Phase I environmental assessments, and deeds **must** be reviewed and approved or disapproved by DEC for all projects/programs. No reimbursement will be made until the final approval is given by the Department. DEC will have a minimum of 120 days from the date all documents are received to review and approve or disapprove parcel(s) being proposed.
 - A completed water withdrawal permit application (municipalities only) **must** be submitted for all properties prior to reimbursement.

Required Application Attachments

- Detailed protocol for monitoring and enforcement of properties or easements. The protocols **must** include all the Required Elements listed in the WQIP Required Land Acquisition for Source Water Protection Documentation Guidance⁴³.
- Detailed expenditure-based summary budget. The budget summary **must** estimate the value of the land or development rights being acquired (for each specific parcel if there are multiple), transactional costs (for each specific parcel if there are multiple), staff salaries directly devoted to or connected to the project or program, restoration costs, contractual costs and travel costs.
- Map(s) depicting the active public drinking water supply(s), location of wells, intakes, or springs, parcel location(s), parcel tax map I.D.(s), areal extent of the zone of contribution, watershed boundary, land use (National Land Cover Dataset 2011), existing riparian buffer or wetlands (if applicable), proposed riparian buffer or wetland restoration sites (if applicable), circles showing distance to 1,000 feet and 1,500 feet from groundwater wells (if applicable), and circles showing distance to 1,000 feet from surface water intake (if applicable). The map(s) **must** include all the Required Elements listed in the WQIP Required Land Acquisition for Source Water Protection

⁴³ WQIP Required Land Acquisition for Source Water Protection Documentation Guidance:
<http://www.dec.ny.gov/pubs/4774.html>

Documentation Guidance⁴⁴.

- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- Sexual Harassment Prevention Certification Form⁴⁵

PROJECT SUBTYPES AND REQUIREMENTS

Subtype	Description	Maximum award	Required match	Special Requirements
Land Acquisition Projects	Projects to purchase conservation easements or parcels of land for the purpose of protecting one or more active public surface water drinking supplies (streams, lakes, rivers, and reservoirs) OR for the purpose of protecting one or more active public groundwater drinking water supplies (groundwater wells)	\$4,000,000	25% of award amount	Land parcel(s) must be specifically identified at the time of application to be considered for funding under the Project category. Projects are expected to acquire all parcels identified in application unless unusual circumstances arise.
Land Acquisition Programs	Programs to purchase conservation easements or parcels of land at multiple locations throughout the HUC 12 watershed of one or more active public surface water drinking water supplies (streams, lakes, rivers, and reservoirs) OR parcels at multiple locations within the areal extent of the zone of contribution ⁴⁶ of one or more active public groundwater drinking water supplies.	\$4,000,000	25% of award amount	Must provide fiscal information, such as annual reports, that demonstrate the ability to sustain the level of effort being funded under this grant if grant funds will be used for personal services. Parcels are not required to be specifically identified at the time of application to be considered for funding under the Program category.

⁴⁴ WQIP Required Land Acquisition for Source Water Protection Documentation Guidance: <http://www.dec.ny.gov/pubs/4774.html>

⁴⁵ Sexual Harassment Prevention Certification Form: <http://www.dec.ny.gov/pubs/4774.html>

⁴⁶ Areal extent of the zone of contribution as defined by USGS. See <https://water.usgs.gov/admin/memo/GW/gw03.02.html>

ELIGIBLE COSTS

- The value of the land or development rights being acquired, provided such value associated with the purchase of the property or purchase of a conservation easement is from an appraisal deemed acceptable by DEC
- Personal services (e.g. salary, fringe)
 - Grantees will be required to document time worked, tasks, pay ratio and payment, and itemize salaries according to job title and roles/responsibilities. Personal services and Planning costs cannot exceed a total of 25% of the award amount.
- Non-personal services (e.g. contractual services, travel)
 - Value of contractual services provided by professional and technical personnel and consultants (i.e. engineering services, surveys, plans and specifications, research, design and development of a project, consultant and legal services directly related to a project, feasibility study for a property, etc.)
 - Travel Costs (within New York State) must be directly associated and required to implement the project or program.
- Transactional costs, provided they result in final acquisition of land or perpetual conservation easement and/or restoration of new riparian buffers or wetlands. Transactional costs can be submitted for reimbursement as incurred throughout the contract term, but payments may need to be returned to the State should the land transaction not successfully close.
 - Transactional costs are limited to:
 - Title reports
 - Title insurance
 - Property surveys
 - Appraisals
 - Certified appraisal review
 - Easement holder and landowner's legal fees to negotiate/close the conservation easement transaction and to review title reports and, as necessary, prepare title curatives, filing fees or other closing costs
 - Map and GIS/remote sensing data
 - Phase I environmental assessment
 - Baseline documentation reports
 - Stewardship or management plans
 - Easement stewardship fee
 - Project specific defense liability insurance fees
 - Property taxes
 - State or local real estate transfer taxes
- Riparian buffer or wetland restoration costs as defined above and deemed acceptable by DEC. Riparian Buffer design, restoration, and implementation and/or field drain restoration (including equipment rental) costs cannot exceed a total of 25% of the award amount.
- Planning costs. Personal Services and Planning costs cannot exceed a total of 25% of the award amount.

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS⁴⁷

- Out-of-state travel costs and any travel not directly required to implement the project or program.
- Project or program costs funded from other state and/or federal funding sources.
- Indirect costs, including overhead/operating expenses (space, rent, utilities).
- Costs incurred outside the start and end date of the contract (no earlier than August 1, 2019) Applications that do not include required attachments with application.
- Applications that do not clearly detail costs associated with a land acquisition project or program; or detail costs that do not provide a good value as it applies to achieving source water protection.
- Endowment funds
- Major capital expenditures, such as computers
- Restoration projects that include hard armoring of streambanks, including stone rip rap.
- Costs exceeding the maximum allowable percentage for that type of cost as listed above
- Wetland mitigation projects
- Projects that do not include land acquisition as part of the grant.
- Construction oversight
- Projects to acquire land to be used for a new well.
- Acquisition of land that is known or highly suspected of being contaminated (e.g., where past contamination is not uncommon).
- Any remediation/restoration work associated with removal of contaminants (e.g., hazardous waste, petroleum products).
- Phase II environmental assessment reports unless requested by the DEC.
- Land determined to be contaminated in either a Phase I or Phase II report shall be reimbursable at DEC's sole discretion. If conditions are considered unacceptable, DEC will notify awardee within 30 days of receipt of the environmental report.
- Costs associated with water withdrawal permit modification (e.g., completion of engineering reports, water withdrawal program forms).

RESOURCES

- HUC 12 watershed map:
<https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8>
- Guidance on designing and maintaining riparian buffers:
<http://www.dec.ny.gov/chemical/106345.html>
- "Soft" streambank stabilization guidance: <http://www.dec.ny.gov/permits/67096.html>.
- Examples of maps meeting all required elements:
<https://www.dec.ny.gov/pubs/4774.html>
- Example detailed expenditure-based summary budget meeting all required elements:
<https://www.dec.ny.gov/pubs/4774.html>
- Maps of Environmental Justice areas in New York State:
<http://www.dec.ny.gov/public/911.html>.

CONTACT

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⁴⁷ This list is not all encompassing. There may be other costs/activities/applications that the DEC may deem ineligible.

LAND ACQUISITION FOR SOURCE WATER PROTECTION PROJECT SCORING CRITERIA

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Performance Measures, Reasonableness of Cost, Source Water Protection Prioritization, Project Readiness or Experience and Ability will not be funded.			
Performance Measures⁴⁸ <i>30 to 0 points possible</i>	30 POINTS Projects identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABS Action Plan) OR Projects included in the critical area of a DEC reviewed and accepted Drinking Water Source Protection Program (DWSP2) Plan OR Parcel(s) to protect surface waterbodies used as an active public drinking water supply that are within 1,000 feet of the intake OR Parcels to protect a lake or reservoir used as an active public drinking water supply that are within 500 feet of the shoreline ⁴⁹ and within 10 miles of the public water supply intake. OR Parcels to protect a lake or reservoir used as an active public drinking water supply that are within 200 feet of the tributary shoreline and are no more than 1 mile upstream of the reservoir OR Parcels within 1,000 feet of a water supply wellhead permitted as an active public drinking water source OR Parcel(s) to protect a water supply wellhead that is (are) identified in a recharge zone or protection plan produced by a licensed geologist, Rural Water authority or Regional Planning authority as needing protection OR Parcels to protect a river or stream used as an active public water supply that are no more than 1 mile upstream of the intake and within 500 feet of the shoreline ⁵⁰	20 POINTS Parcels to protect surface waterbodies used as an active public drinking water supply that are located within 1,000 feet of the intake and less than 50% of the parcel is in this area OR Parcels to protect a lake or reservoir used as an active public drinking water supply and are within the area 501 feet to ½ mile from the shoreline and within 10 miles of the public water supply intake OR Parcels within 1,001 – 1,500 feet from a water supply wellhead permitted as an active public drinking water source OR Parcels to protect a river or stream used as an active public water supply that are no more than 1 mile upstream of the intake and within ½ mile from the shoreline OR Parcels to protect a river or stream used as an active public drinking water supply that are within 1 - 3 miles upstream of the intake and within 500 feet of the shoreline	10 POINTS Parcel(s) within the HUC 12 watershed of a lake or reservoir used as an active public drinking water supply OR Parcels adjacent to an upstream tributary and within the HUC 12 inlet of the lake or reservoir used as an active public drinking water supply ⁵¹ OR Parcels to protect a river or stream used as an active public drinking water supply that are within 3 - 5 miles of the intake and within 500 feet of the shoreline	0 POINTS Projects that target protection of land parcel(s) outside the HUC 12 watershed of a surface waterbody used as an active public drinking water supply OR Projects that target protection of parcels that are not adjacent to an upstream tributary and within the HUC 12 inlet of the lake or reservoir used as an active public drinking water supply OR Greater than 50% of the parcel(s) is(are) more than 1,500 feet away from a water supply wellhead permitted as an active public drinking water source <i>Applications that fall into this category will not be funded</i>

⁴⁸ Projects will be scored based on the area where the majority (over 50%) of the parcel lies. If the majority of the parcel meets the criteria for 0 points, the project will not be funded.

⁴⁹ Lateral distance from the shoreline

⁵⁰ To view a sample schematic showing how points are determined for rivers and streams, visit <http://www.dec.ny.gov/pubs/4774.html>.

⁵¹ Tributaries should be identified using the National Hydrography Dataset from USGS, <https://www.usgs.gov/core-science-systems/ngp/national-hydrography>.

Reasonable-ness of Cost <i>20 to 0 points possible</i>	20 POINTS: Budget clearly details costs related to implementation of a land acquisition project; project costs provide exceptional value as it applies to achieving source water protection	10 POINTS: Budget provides some detail on costs related to implementation of a land acquisition project; project costs provide reasonable value as it applies to achieving source water protection	0 POINTS: Budget does not clearly detail costs associated with a land acquisition project; costs do not provide a good value as it applies to achieving source water protection <i>Applications that fall into this category will not be funded</i>
Source Water Protection Prioritization <i>13 to 5 points possible</i>	13 POINTS: At least 50% of the parcel is located within an area designated for the protection of source water identified in a conservation overlay district, wetlands protection plan, DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan)), Drinking Water Source Protection Program (DWSP2) Plan, or other plan produced by a licensed geologist, Rural Water authority or Regional Planning authority OR At least 50% of the parcel is designated as wetlands, forested land, open space, or grasslands by the 2011 National Land Cover Dataset	9 POINTS: At least 50% of the parcel is designated as agriculture or low/medium intensity developed area by the 2011 National Land Cover Dataset OR 35% - 49% of the parcel is located within an area designated for source water protection or classified as wetlands, forested land, open space or grasslands by the 2011 National Land Cover Dataset	5 POINTS: At least 50% of the parcel is designated as high density developed area by the 2011 National Land Cover Dataset OR 35% - 49% of the parcel is designated as agriculture or low/medium intensity developed area by the 2011 National Land Cover Dataset
Environmental Justice (EJ) 2 to 0 points possible	2 POINTS Projects that improve water quality in an EJ area or protect drinking water quality serving an EJ community.		0 POINTS Projects that will not improve water quality in an EJ area nor protect drinking water quality serving an EJ community.
Project Readiness <i>10 to 0 points available</i>	10 POINTS: Parcels have been identified and at least 50% of landowner endorsement is demonstrated by a letter of commitment AND Applicant has provided protocols for monitoring and enforcement of properties meeting all requirements listed in WQIP Required Land Acquisition for Source Water Protection Documentation Guidance	5 POINTS: Parcels have been identified but 49% or less of landowner endorsement has been demonstrated AND Applicant has provided protocols for monitoring and enforcement of properties meeting all requirements listed in WQIP Required Land Acquisition for Source Water Protection Documentation Guidance	0 POINTS: Specific parcels have not been clearly identified OR Applicant has not provided protocols for monitoring and enforcement of properties meeting all requirements listed in WQIP Required Land Acquisition for Source Water Protection Documentation Guidance <i>Applications that fall into this category will not be funded</i>

Experience and Ability <i>5 to 0 points available</i>	5 POINTS: Applicant possesses the knowledge, skills and ability to complete the project, and has prior experience with WQIP Land Acquisition for Source Water Protection grants, and completed all tasks in a timely manner AND/OR Applicant is accredited through the Land Trust Accreditation Commission	3 POINTS: Applicant possesses the knowledge, skills and ability to complete the project, but does not have prior experience with WQIP Land Acquisition for Source Water Protection grants	0 POINTS: Applicant does not possess the knowledge, skills and ability to complete the project and does not have prior experience with WQIP Land Acquisition for Source Water Protection grants OR has previous experience with WQIP Land Acquisition for Source Water Protection grants and did not complete all tasks in a timely manner <i>Applications that fall into this category will not be funded</i>
Regional Economic Development Priority Points	<i>Up to 20 points for this criterion are provided by the Regional Economic Development Councils.</i>		
Total Maximum Points	100		

LAND ACQUISITION FOR SOURCE WATER PROTECTION PROGRAM SCORING CRITERIA

Agency Points	<i>Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Performance Measures, Reasonableness of Cost, Program Readiness or Experience and Ability will not be funded.</i>			
Performance Measures <i>30 to 0 points possible</i>	30 POINTS: Programs identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) OR Projects included in the critical area of a DEC reviewed and accepted Drinking Water Source Protection Program (DWSP2) Plan	20 POINTS: Watersheds specifically identified for drinking water protection in the New York State Open Space Plan	10 POINTS: Programs that demonstrate that some level of planning has taken place using tools or methods to prioritize acquiring lands to protect public water supplies OR Inclusion of source water protection in comprehensive plans, municipal resolutions, etc. of the majority of municipalities in the HUC 12 watersheds being proposed	0 POINTS: <i>Applications that do not meet any of the previous performance measures will not be funded</i>
Reasonable-ness of Cost <i>20 to 0 points possible</i>	20 POINTS: Budget clearly details costs related to implementation of a land acquisition program; program costs provide exceptional value as it applies to achieving source water protection	10 POINTS: Budget provides some detail on costs related to implementation of a land acquisition program; program costs provide reasonable value as it applies to achieving source water protection	0 POINTS: Budget does not clearly detail costs associated with a land acquisition program; costs do not provide a good value as it applies to achieving source water protection <i>Applications that fall into this category will not be funded</i>	
Source Water Protection Prioritization <i>13 to 5 points possible</i>	13 POINTS: Program prioritizes parcels using scientific methodology or tool that ranks parcels based on greatest impact to water quality (i.e. steep slopes, lack of riparian buffers, intensive development) OR Program prioritizes parcels within a community's critical drinking water source protection area that is delineated using methodology or tools found in "A Framework for Creating a Drinking Water Source Protection Program Plan" ⁵²	9 POINTS: Program prioritizes parcels based on proximity to the drinking water source	5 POINTS: Program prioritizes parcels based on vacancy or availability for acquisition	
Environmental Justice (EJ) <i>2 to 0 points possible</i>	2 POINTS Programs that improve water quality in an EJ area or protect drinking water quality serving an EJ community.		0 POINTS Programs that will not improve water quality in an EJ area nor protect drinking water quality serving an EJ community.	

⁵² "A Framework for Creating a Drinking Water Source Protection Program Plan" can be found on DEC's website. See <https://www.dec.ny.gov/chemical/115250.html>.

Program Readiness <i>10 to 0 points available</i>	10 POINTS: Watershed parcels have been identified and prioritized; at least 50% of landowner endorsement is demonstrated by letters of commitment; applicant has provided protocols for monitoring and enforcement of properties meeting all requirements listed in WQIP Required Land Acquisition for Source Water Protection Documentation Guidance; for projects involving personal service costs, applicant has demonstrated the ability to maintain the level of effort funded by this grant	8 POINTS: Watershed parcels have been identified but 49% or less of landowner endorsement has been demonstrated AND applicant has provided protocols for monitoring and enforcement of properties meeting all requirements listed in WQIP Required Land Acquisition for Source Water Protection Documentation Guidance AND for projects involving personal service costs, applicant has demonstrated the ability to maintain the level of effort funded by this grant	5 POINTS: Drinking water supply watershed targeted for protection has been identified AND applicant has provided protocols for monitoring and enforcement of properties meeting all requirements listed in WQIP Required Land Acquisition for Source Water Protection Documentation Guidance AND for projects involving personal service costs, applicant has demonstrated the ability to maintain the level of effort funded by this grant	0 POINTS: Drinking water supply watershed targeted for protection has not been clearly identified OR Applicant has not provided protocols for monitoring and enforcement of properties meeting all requirements listed in WQIP Required Land Acquisition for Source Water Protection Documentation Guidance. OR For projects involving personal service costs, applicant has not demonstrated the ability to maintain the level of effort funded by this grant
Experience and Ability <i>5 to 0 points available</i>	5 POINTS: Applicant possesses the knowledge, skills and ability to complete the program, and has prior experience with WQIP Land Acquisition for Source Water Protection grants, and completed all tasks in a timely manner AND/OR Applicant is accredited through the Land Trust Accreditation Commission	3 POINTS: Applicant possesses the knowledge, skills and ability to complete the program, but does not have prior experience with WQIP Land Acquisition for Source Water Protection grants		0 POINTS: Applicant does not possess the knowledge, skills and ability to complete the program and does not have prior experience with WQIP Land Acquisition for Source Water Protection grants OR Has previous experience with WQIP Land Acquisition for Source Water Protection grants and did not complete all tasks in a timely manner <i>Applications that fall into this category will not be funded</i>
Regional Economic Development Priority Points	<i>Up to 20 points for this criterion are provided by the Regional Economic Development Councils.</i>			
Total Maximum Points	100			

SALT STORAGE

ELIGIBLE APPLICANTS

- Municipalities⁵³
- Soil and water conservation districts

DESCRIPTION

Funding is available for projects to construct a permanent structure to cover a salt or a salt/sand mixture storage pile.

REQUIREMENTS FOR ALL SALT STORAGE APPLICATIONS

- Projects must adhere to the New York State Office of General Services salt storage specifications to be eligible for this grant.
(<https://online.ogs.ny.gov/DNC/MasterSpec04/MasterSpecListing.asp?Div=13>)
 - Section 133423 – Rectangular Salt Storage Structure, Parts 1.02, 1.03, 1.04, 1.05 and 1.06
 - Section 133424 - Dome Salt Storage Structure, Parts 1.02, 1.03, 1.04, 1.05 and 1.06

Required Attachments

- Map with the project area clearly identified. Map must be a minimum of 1:24,000 scale USGS or DOT planimetric map
- If the structure is to be built in a floodplain, attach the applicable floodplain map with the location of project indicated.
- Budget worksheet
- Sexual Harassment Prevention Certification Form⁵⁴

PROJECT SUBTYPES

Project subtype	Description	Maximum award	Required match	Additional Information
High Priority				
New structures	Projects to construct new structures to enclose an uncovered salt or salt/sand mixture storage pile	\$500,000	50% of award amount	Highest priority are projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile that is currently located near a groundwater drinking water source (public or private well) or surface water used for a public water system; or within a primary, principal or sole source aquifer (maps and definitions provided below).
Low Priority				

⁵³ For the purposes of Salt Storage projects under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof (Environmental Conservation Law §56-0101).

⁵⁴ Sexual Harassment Prevention Certification Form: <http://www.dec.ny.gov/pubs/4774.html>

Project subtype	Description	Maximum award	Required match	Additional Information
Replacement structures	Projects to replace an existing salt or salt/sand mixture storage structure	\$500,000	50% of award amount	Applications will receive minimum points for Vision
Capacity expansion	Projects to expand the capacity of an existing salt or salt/sand mixture storage structure	\$500,000	50% of award amount	Applications will receive minimum points for Vision

ELIGIBLE COSTS

- Costs related to the construction of the salt or salt/sand mixture storage structure
- Planning, design, administrative⁵⁵ and construction oversight costs (total may not exceed 20% of award amount).
- Construction of access road and impervious pad surrounding structure necessary to load and unload salt.

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Applications that do not include construction of a permanent structure to cover a salt or salt/sand mixture storage pile will be ineligible for this category.
- Projects with planning, design, administrative, and construction oversight costs in excess of 20% of the award amount may be deemed ineligible.
- Costs incurred outside the start and end date of the contract (no earlier than May 10, 2021).
- Legal fees
- Costs for stormwater controls that are required under the SPDES General Permit for Construction Activities.
- Indirect costs (e.g. space/property rent, utilities, office supplies, additional maintenance facilities, etc.).
- Applications that do not include required attachments with the application.
- Pre- and post-construction monitoring and sampling

RESOURCES

- Office of General Services Specifications for salt storage facilities:
<https://online.ogs.ny.gov/DNC/MasterSpec04/MasterSpecListing.asp?Div=13>
- DECinfo Locator⁵⁶ (most up to date source of WI/PWL segment assessments):
<http://www.dec.ny.gov/pubs/109457.html>

⁵⁵ The following are examples of eligible administrative costs: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project.

The following are examples of ineligible administrative costs: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents needed to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing and submitting environmental regulatory approvals/permits needed to implement the project

⁵⁶ For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody that the project will impact. To find the closest WI/PWL segment assessment visit the DECinfo Locator and click on the link for "Environmental Quality Map View". In the left column of the map, click on "Information List" and check the box for "Rivers, Streams and Shorelines" AND "Lakes, Reservoirs, and Estuaries" to display these map layers. Enter the address

- HUC 12 watershed map:
<https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8>
- Principal aquifers⁵⁷ map: <https://www.dec.ny.gov/lands/36119.html>.
- Primary aquifers⁵⁸ map: <https://www.dec.ny.gov/lands/36119.html>
- Sole source aquifers⁵⁹ map: <https://www.dec.ny.gov/lands/36151.html>
- Maps of Environmental Justice areas in New York State:
<http://www.dec.ny.gov/public/911.html>.

CONTACT

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or project location in the “Search Near Me” search bar. Click on the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and assessment level. To access the WI/PWL segment assessment for that waterbody, click on the “Download Fact Sheet” link in the box. For guidance on how to read the WI/PWL segment assessments, visit <http://www.dec.ny.gov/chemical/36730.html>.

⁵⁷ Principal aquifers are aquifers known to be highly productive or whose geology suggests abundant potential water supply, but which are not intensively used as sources of water supply by major municipal systems at the present time.

⁵⁸ Primary aquifers are defined as highly productive aquifers presently utilized as sources of water supply by major municipal water supply systems.

⁵⁹ Sole source aquifers are designated by the US Environmental Protection Agency as the sole or main source of drinking water for a community, under provisions of the Federal Safe Drinking Water Act.

SALT STORAGE SCORING CRITERIA

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Project Readiness or Experience and Ability will not be funded.				
Vision <i>40 to 1 point(s) possible</i>	Vision will be calculated by multiplying Performance Measures times Impact Factor. Performance Measures points and Impact Factor points will not be included in the total score, only the combined Vision points.				
Performance Measures⁶⁰ <i>10 to 1 point(s) possible (as part of Vision score)</i>	10 POINTS: Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: Less than 300 feet from a groundwater drinking water source or surface water used for a public water system OR Within a principal aquifer OR Within a primary aquifer OR Within a sole source aquifer	7 POINTS: Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 300 feet or more but less than 1,000 feet from a groundwater drinking water source or surface water used for a public water system OR Less than 500 feet from a private well	5 POINTS: Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 1,000 feet or more but less than 2,000 feet from a groundwater drinking water source or surface water used for a public water system OR 500 feet or more but less than 1,000 feet from a private well	3 POINTS: Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 2,000 feet or more but less than 4,000 feet from a groundwater drinking water source or surface water used for a public water system OR 1,000 feet or more but less than 1,500 feet from a private well	1 POINT: Projects to build a structure that replaces an existing structure OR Projects that expand the capacity of existing salt or salt/sand mixture structure OR Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 4,000 feet or more from a groundwater drinking water source or surface water used for a public system. OR 1,500 feet or more from a private well
Impact Factor <i>4 to 1 point(s) possible (as part of Vision score)</i>	4 POINTS: Projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile currently located: within 300 feet of a groundwater drinking water source or surface water used for a public water system OR within a principal aquifer OR within a primary aquifer OR within a sole source aquifer		3 POINTS: Projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile currently located: 300 feet or more but less than 2,000 feet from a groundwater drinking water source or surface water used for a public water system OR within 1,000 feet of a private well	2 POINTS: Projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile that do not fall within the first two impact factor criteria. OR Project is to move structure out of floodplain.	1 POINT: Projects to replace an existing salt or salt/sand storage structure or that expand the capacity of an existing structure

⁶⁰ Points are based on the location of the current uncovered salt or salt/sand pile

Reasonable-ness of Cost <i>20 to 0 points possible</i>	20 POINTS: Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project	10 POINTS: Cost is good as it applies to both achieving the project objectives and being a fiscally sound project	5 POINTS: Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project	0 POINTS: Cost not reasonable for this type of project
Classification Points Factor <i>8 to 1 point(s) possible</i>	8 POINTS: AA, GA (Primary or principal water supply aquifer), AA special, A, A Special, GA (other)		5 POINTS: B(T) B(TS) C(T) ⁶¹ , C(TS)	1 POINT: B, SB, C, SC, I, D, SD, SA, GSB GSA
Environmental Justice (EJ) 2 to 0 points possible	2 POINTS Projects that will improve water quality in an EJ area or protect drinking water quality serving an EJ community		0 POINTS Projects that will not improve water quality in an EJ area nor protect drinking water quality serving an EJ community	
Project Readiness <i>5 to 0 points possible</i>	5 POINTS: Project has all necessary permits (or does not need permits) and approvals. The project is ready to move forward with construction.		3 POINTS: Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay	0 POINTS: Project has not secured any of the necessary approvals and is not ready to proceed to construction <i>Applications that fall into this category will not be funded</i>
Experience and Ability <i>5 to 0 points possible</i>	5 POINTS: Applicant has shown the ability to complete all WQIP contracts in the past 10 years in a timely manner OR Applicant has sufficiently shown its ability to complete this salt facility project.		3 POINTS: Applicant has shown the ability to complete most WQIP contracts in the past 10 years in a timely manner OR Applicant has not been awarded a WQIP grant in the past 10 years but appears to have the experience and ability to carry out the project	0 POINTS: Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years OR Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the project <i>Applications that fall into this category will not be funded</i>
Regional Economic Development Priority Points	<i>Up to 20 points for this criterion are provided by the Regional Economic Development Councils</i>			
Total Maximum Points	<i>100 points</i>			

⁶¹ (T) and (TS) indicate the application of standards to protect trout and trout spawning respectively.

AQUATIC CONNECTIVITY RESTORATION

ELIGIBLE APPLICANTS

- Municipalities⁶²
- Soil and water conservation districts
- Not-for-profit corporations

DESCRIPTION

Funding is available for projects that improve aquatic habitat connectivity at road/stream crossings or dams.

REQUIRED ATTACHMENTS

- Budget worksheet
- Sexual Harassment Prevention Certification Form⁶³
- Map with the project area clearly identified. Map must be a 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- Landowner agreements (if property not owned by applicant)⁶⁴
- NAACC assessment or picture(s) of proposed site(s) upstream, downstream, inlet and outlet (culverts), structure (dams)
- Pictures of successful right-sized culvert project(s) if the applicant has successfully completed right-sized culvert projects in the past 10 years (if applicable)

Description	Maximum award amount	Required match	Requirements
Projects that improve aquatic habitat connectivity at road/stream crossings or dams	\$250,000	25% of award amount	Projects must focus on culverts, bridges or dams that are causing the aquatic connectivity obstructions. Applicant must own the property or obtain an access agreement for the proposed site. Projects with a total cost that exceeds the maximum award amount must demonstrate in their application that they

⁶² For the purposes of Aquatic Connectivity Restoration projects under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof. In the case of aquatic habitat restoration projects, the term municipality shall include the state. (Environmental Conservation Law §56-0101).

⁶³ Sexual Harassment Prevention Certification Form: <http://www.dec.ny.gov/pubs/4774.html>

⁶⁴ If the property owner is a municipality: a resolution by the municipality supporting the project; If the property is not owned by the applicant: a formal written agreement between the applicant and the landowner that allows the applicant access to the property, represent the landowner, and accomplish the proposed project; If the applicant is a not-for-profit proposing a project on municipal property: a signed municipal endorsement that provides authorization for the not-for-profit to conduct the proposed project on municipal property

Description	Maximum award amount	Required match	Requirements
			<p>have secured funding for the remainder of the project cost to be eligible. Projects should remove barriers to aquatic connectivity.</p> <p>Sample projects include but are not limited to: upgrade and replacement of road stream crossing structures (culverts and bridges) to a larger size and appropriate design to increase ecological connectivity and hydrologic capacity; removal or breach of stream barriers such as dams or weirs that limit aquatic connectivity and meet the natural resource management goals for the area.</p>

ELIGIBLE COSTS

- Salary and fringe benefits
- Contractual costs
- Travel
- Equipment/materials
- Planning, design, administrative⁶⁵ and construction oversight costs (total may not exceed 20% of award amount)
- Monitoring costs (may not exceed 20% of award amount)
- Construction inspection
- Maintenance
- Reconstruction, revitalization, and rejuvenation activities⁶⁶

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Costs incurred outside the start and end date of the contract (no earlier than May 10, 2021)
- Indirect costs (e.g. space property rent, utilities, and other office supplies)
- Legal fees

US FISH AND WILDLIFE SERVICE REVIEW

⁶⁵ The following are examples of eligible administrative costs: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project.

The following are examples of ineligible administrative costs: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents needed to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing and submitting environmental regulatory approvals/permits needed to implement the project

⁶⁶ The terms reconstruction, revitalization, and rejuvenation refer to those activities necessary to reestablish stream channel dimensions, structure, and grade, and to revegetate streambanks in the vicinity of the road/stream crossing or dam.

Aquatic Connectivity Restoration projects recommended for an award through WQIP may also be reviewed by the U.S. Fish and Wildlife Service. This review, or the associated pre-screening review by DEC, may impact the decision to award a grant.

RESOURCES

- DECinfo Locator⁶⁷ (most up to date source of WI/PWL segment assessments): <http://www.dec.ny.gov/pubs/109457.html>
- Guidance for projects to upgrade and replace road stream crossing structures to a larger size and appropriate design to increase ecological connectivity and hydrologic capacity: <http://www.dec.ny.gov/permits/49066.html>.
- Species of Greatest Conservation Need (SGCN): <http://www.dec.ny.gov/animals/9406.html>
- North Atlantic Aquatic Connectivity Project (NAACC): <https://streamcontinuity.org/naacc>
- Maps of Environmental Justice areas in New York State: <http://www.dec.ny.gov/public/911.html>.

CONTACT

NYS Department of Environmental Conservation, Division of Fish and Wildlife
Corbin Gosier, 518-402-8872

⁶⁷ To find the closest WI/PWL segment assessment, visit the DECinfo Locator and click on the link for “Environmental Quality Map View”. In the left column of the map, click on “Information List” and check the box for “Rivers, Streams and Shorelines” AND “Lakes, Reservoirs, and Estuaries” to display these map layers. Enter the address or project location in the “Search Near Me” search bar. Click on the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and assessment level. To access the WI/PWL segment assessment for that waterbody, click on the “Download Fact Sheet” link in the box. For guidance on how to read the WI/PWL segment assessments, visit <http://www.dec.ny.gov/chemical/36730.html>.

AQUATIC CONNECTIVITY RESTORATION SCORING CRITERIA

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Barrierity, Project Readiness or Experience and Ability will not be funded.						
Barrierity ⁶⁸ : 28 to 0 points possible	28 POINTS: Significant or severe		20 POINTS: Moderate		10 POINTS: Minor	0 POINTS: Insignificant or no barrier Applications that fall into this category will not be funded.	
Species Miles ⁶⁹ 20 to 0 points possible	20 POINTS: 5 or more	15 POINTS: 3 to 4.9		10 POINTS: 1 to 2.9		5 POINTS: 0.1 to 0.9	0 POINTS: Less than 0.1
Reasonable-ness of Cost 20 to 0 points possible	20 POINTS: Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project		10 POINTS: Cost is good as it applies to both achieving the project objectives and being a fiscally sound project		5 POINTS: Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project		0 POINTS: Cost is not reasonable for this type of project
Project Readiness 5 to 0 points possible	5 POINTS: Project has all necessary permits (or does not need permits) and approvals. The project is ready to move forward with construction		3 POINTS: Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay		0 POINTS: Project has not secured any of the necessary approvals and is not ready to proceed to construction AND/OR Project cost exceeds maximum grant amount and has not secured remaining funding needed Applications that fall into this category will not be funded		
Environmental Justice (EJ) 2 to 0 points possible	2 POINTS Projects that will improve water quality in an EJ area or positively impact drinking water quality serving an EJ community				0 POINTS Projects that will not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community		
Experience and Ability 5 to 0 points possible	5 POINTS: Applicant has shown the ability to complete state-funded aquatic connectivity restoration projects in the past 10 years in a timely manner OR Applicant has successfully completed right-sized culvert projects in the past 10 years (must attach pictures)		3 POINTS: Applicant has shown the ability to complete a state-funded water quality project that was not related to aquatic connectivity restoration in the past 10 years in a timely manner OR Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the project			0 POINTS: Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years OR Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the program Applications that fall into this category will not be funded	
Regional Economic Development Priority Points	20 points for this criterion are provided by the Regional Economic Development Councils						
Total Maximum Points	100 points						

⁶⁸ Barrierity: See explanation at the end of this matrix.

⁶⁹ Species Miles: See explanation at the end of this matrix.

Species Miles

Describes the functional gain achieved by removing a barrier to aquatic organism passage. The total number of Species of Greatest Conservation Need (SGCN) (<http://www.dec.ny.gov/animals/9406.html>) or other aquatic species of management concern to DEC is multiplied by the total number of stream miles that will be made accessible to these species. Stream miles is calculated by totaling the linear distance of each stream segment, including tributaries, from the existing barrier traveling upstream until the next impassable barrier. (Species x Stream Miles = Species Miles)

Barrierity

Describes the severity to which a structure creates a barrier to aquatic organism passage. It is derived from a protocol for calculating this value as part of the North Atlantic Aquatic Connectivity Project (NAACC) found at <https://streamcontinuity.org/naacc>. When this methodology is not possible, professional judgement will be used to assess a structure that most closely replicates the categories used by NAACC.

Severe	0.19 or less
Significant	0.20 – 0.39
Moderate	0.40 – 0.59
Minor	0.60 – 0.79
Insignificant	0.80 – 0.99
No barrier	1.0

MARINE DISTRICT HABITAT RESTORATION

ELIGIBLE APPLICANTS

- Municipalities⁷⁰
- Soil and water conservation districts
- Not-for-profit corporations

DESCRIPTION

Projects within the marine district (New York/New Jersey Harbor Estuary Comprehensive Conservation and Management Plan)⁷¹

REQUIRED ATTACHMENTS

- Budget worksheet
- Sexual Harassment Prevention Certification Form⁷²
- Map with the project area clearly identified. Map must be a minimum of 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- Feasibility study for the project that includes Marine District Habitat Restoration Feasibility Study Outline required elements⁷³
- Landowner agreements (if property not owned by applicant)⁷⁴
- Pictures of successful marine district project(s) if the applicant has successfully completed marine district aquatic restoration projects in the past 10 years (if applicable)

Description	Maximum award amount	Required match	Requirements
Projects within the marine district (New York/New Jersey Harbor Estuary Comprehensive Conservation and Management Plan)	\$750,000	0% of award amount	Projects must improve the ecological condition of the waters of the state including ponds, bogs, wetlands, bays, sounds, streams, rivers, or lakes and shorelines with the intent to support a spawning, nursery, wintering, migratory, nesting, breeding, or foraging environment for fish and wildlife, and other biota.

⁷⁰ For the purposes of Marine District Habitat Restoration projects under this grant opportunity, "Municipality" means a public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof. In the case of marine district habitat restoration projects, the term municipality shall include the state. (Environmental Conservation Law §56-0101).

⁷¹ New York/New Jersey Harbor & Estuary Program boundaries within New York State can be found at: <http://www.harborestuary.org/geography.htm>

⁷² Sexual Harassment Prevention Certification Form: <http://www.dec.ny.gov/pubs/4774.html>

⁷³ Marine District Habitat Restoration Feasibility Study Outline: <http://www.dec.ny.gov/pubs/4774.html>

⁷⁴ If the property owner is a municipality: a resolution by the municipality supporting the project; If the property is not owned by the applicant: a formal written agreement between the applicant and the landowner that allows the applicant access to the property, represent the landowner, and accomplish the proposed project; If the applicant is a not-for-profit proposing a project on municipal property: a signed municipal endorsement that provides authorization for the not-for-profit to conduct the proposed project on municipal property

Description	Maximum award amount	Required match	Requirements
			<p>Sample projects, include, but are not limited to:</p> <ul style="list-style-type: none"> • Restoration or management of tidal or freshwater wetlands • Creation or restoration of submerged aquatic vegetation • Restoration or enhancement of shellfish and shellfish beds • Removal of tidal restrictions (i.e., berms, culverts) to reconnect formerly functioning wetlands • Fish passage • Projects from the Army Corp of Engineers' Comprehensive Restoration Plan for the Hudson-Raritan Estuary⁷⁵

ELIGIBLE COSTS

- Salary and fringe benefits
- Contractual costs
- Travel
- Equipment
- Construction inspection
- Maintenance
- Reconstruction
- Revitalization
- Rejuvenation activities
- Planning, design, administrative, monitoring, and construction oversight costs (total may not exceed 20% of award amount)

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Costs incurred outside the start and end date of the contract (no earlier than May 10, 2021)
- Indirect costs (e.g. space property rent, utilities, and other office supplies)
- Legal fees

RESOURCES

- Species of Greatest Conservation Need (SGCN): <http://www.dec.ny.gov/animals/9406.html>
- Army Corp of Engineers' Comprehensive Restoration Plan for the Hudson-Raritan Estuary: <https://www.nan.usace.army.mil/Missions/Environmental/Comprehensive-Restoration-Plan-for-the-Hudson-Raritan-Estuary/>

⁷⁵ <https://www.nan.usace.army.mil/Missions/Environmental/Comprehensive-Restoration-Plan-for-the-Hudson-Raritan-Estuary/>

- Maps of EJ areas in New York State: <http://www.dec.ny.gov/public/911.html>.

CONTACT

NYS Department of Environmental Conservation, Office of General Counsel
Jared Reed, 518-402-9185

MARINE DISTRICT HABITAT RESTORATION SCORING CRITERIA

Agency Points		<i>Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Performance Measures, Project Readiness or Experience and Ability will not be funded.</i>				
Performance Measures <i>19 to 0 points possible</i>	19 POINTS: Addresses three or more habitat restoration priorities or critical habitat identified in a Federal or state management plan. OR Project provides benefit to three or more Species of Greatest Conservation Need (SGCN) or Federal trust species.	16 POINTS: Addresses two habitat restoration priorities or critical habitats identified in a Federal or State management plan. OR Project provides benefit to two or more State SGCN or Federal trust species.	12 POINTS: Addresses one habitat restoration priority or critical habitat identified in a Federal or State management plan OR Project provides benefit to one or more State SGCNs or Federal trust species.	8 POINTS: Addresses more than one goal identified in a Federal or state management plan. OR Project provides direct benefit to any species of management concern to DEC.	4 POINTS: Addresses only one goal identified in a Federal or State management plan	0 POINTS: Applications that do not meet any of the previous performance measures
	20 POINTS: Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project	10 POINTS: Cost is good as it applies to both achieving the project objectives and being a fiscally sound project	5 POINTS: Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project	0 POINTS: Cost is not reasonable for this type of project OR Proposals where planning, design, administrative, monitoring, and construction oversight costs exceeds 20% <i>Applications that fall into this category will not be funded</i>		
Vision <i>19 to 0 points possible</i>	19 POINTS: Proposed project addresses and is relevant to multiple natural resource services historically injured. Proposed projects are located inside or adjacent to the Bronx River or Jamaica Bay; AND benefits will serve at least one Environmental Justice Community.		17 POINTS: Proposed project addresses and is relevant to multiple natural resource services historically injured. Proposed projects are located inside or adjacent to the Bronx River or Jamaica Bay.		15 POINTS: Proposed project addresses and is relevant to multiple natural resource services historically injured. Proposed projects are located outside and not adjacent to the Bronx River or Jamaica Bay; AND benefits will serve at least one Environmental Justice Community.	
	12 POINTS: Proposed project addresses and is relevant to multiple natural resource services historically injured. Proposed projects are		10 POINTS: Proposed project addresses injured natural resources services. Proposed projects are located inside or adjacent of the Bronx River or Jamaica Bay; AND benefits will		7 POINTS: Proposed project addresses injured natural resources services. Proposed projects are located inside or adjacent of the Bronx River or Jamaica Bay.	

	located outside and not adjacent to the Bronx River or Jamaica Bay.	serve at least one Environmental Justice Community.	
	5 POINTS: Proposed project addresses injured natural resources services. Proposed projects are located outside and not adjacent to the Bronx River or Jamaica Bay; AND benefits will serve at least one Environmental Justice Community.	2 POINTS: Proposed project addresses injured natural resources services. Proposed projects are located outside and not adjacent to the Bronx River or Jamaica Bay	0 POINTS: Proposed project will provide no restoration to injured natural resources or services. <i>Applications that fall into this category will not be funded</i>
Project Readiness <i>19 to 0 points possible</i>	19 POINTS: Project has all necessary permits (or does not need permits) and approvals. The project is ready to move forward with construction	10 POINTS: Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay	0 POINTS: Project has not secured any of the necessary approvals and is not ready to proceed to construction AND/OR Project cost exceeds maximum grant amount and has not secured remaining funding needed <i>Applications that fall into this category will not be funded</i>
Experience and Ability <i>3 to 0 points possible</i>	3 POINTS: Applicant has shown the ability to complete state-funded marine district habitat restoration projects in the past 10 years in a timely manner OR Applicant has successfully completed marine district aquatic restoration projects in the past 10 years (please attach pictures)	2 POINTS: Applicant has shown the ability to complete a state funded water quality project that was not related to marine district habitat restoration in the past 10 years in a timely manner OR Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the program	0 POINTS: Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years OR Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the program <i>Applications that fall into this category will not be funded</i>
Regional Economic Development Priority Points	20 points for this criterion are provided by the Regional Economic Development Councils		
Total Maximum Points	100 points		

Grant Opportunity General Information and Conditions

The Department of Environmental Conservation reserves the right to:

- Award additional and available funding for scored and ranked projects consistent with this grant opportunity.
- Award an agreement for any or all parts of the Program Overview in accordance with the method of award or withdraw the Program Overview at any time at the Department's sole discretion.
- Award only one application for funding in the event there are multiple application submissions for a single project or for pieces of a single project.
- Award to the next highest scoring application in the event a grantee fails to negotiate a grant contract with the Department within 120 days of a grant award.
- Consider regional distribution in the determination of awards, to the extent practicable.
- Monitor the progress of all grant awards and withdraw grant funding if the grantee fails to make significant and timely progress on the project or fails to receive the necessary permissions and permits for the project.
- Refuse to fund projects that are determined to be inconsistent with NYS's Smart Growth Public Infrastructure Policy Act.
- Refuse to fund projects that are determined to be inconsistent with the Climate Leadership and Community Protection Act or its implementing regulations.⁷⁶
- Reject any or all applications in response to the Program Overview at the agency's sole discretion.
- Reduce an award from the amount requested in the application, should the project budget contain costs considered ineligible under this grant program.
- Reduce an award from the amount requested in the application, as long as the reduced funding does not jeopardize the viability of the project to proceed at the reduced funding level.
- Deny a change in workplan tasks from the application project description because of fairness to competitive process.

Additional Application Submission Information

Pre-Application Requirements

All applicants must register in the NYS Grants Gateway to be considered eligible to accept this grant opportunity <https://grantsmanagement.ny.gov/>. The applicant name must exactly match the name of the eligible entity registered in the NYS Grants Gateway. It may not be the name of an individual.

In addition to registering, not-for-profit organizations must also complete the Vendor Prequalification process in the NYS Grants Gateway to be considered eligible to apply for this grant opportunity. The prequalification must be current (not expired) to be eligible for this grant. Government entities are not required to complete the Vendor Prequalification Process.

NYS Grants Gateway Registration Instructions:

If your organization has not already registered in the Grants Gateway, the registration is NOT an online process. Register now to allow time for processing!

- 1.) On the Grants Management Website at <https://grantsmanagement.ny.gov/resources-grant-applicants>, download a copy of the Registration Form for Administrator.
- 2.) Complete the form according to the instructions provided. The completed form must be signed and notarized.

⁷⁶ The Climate Leadership and Community Protection Act is in Chapter 106 of the laws of 2019

- 3.) After the form is received and reviewed, you will be provided with a Username and Password allowing you to access the Grants Gateway.
- 4.) Log in to the Grants Gateway at <https://grantsgateway.ny.gov>. You will be prompted to change your password at the bottom of your Profile page. Enter a new password and click the SAVE button located on the top, right-hand side of the page.

If you have previously registered and do not know your Username please email grantsgateway@its.ny.gov. If you do not know your Password, please click the Forgot Password link from the main log in page and follow the prompts.

Not-For-Profit Prequalification Instructions:

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant application and contract processes. These initiatives require not-for-profit organizations to complete the Vendor Prequalification process to be considered eligible to apply for a grant.

Below is a summary of the steps to complete the prequalification requirements. The Vendor Prequalification Manual on the Grants Management website at <https://grantsmanagement.ny.gov/resources-grant-applicants> provides additional information and instruction.

1.) Complete your Prequalification Application.

- Log in to the Grants Gateway at <https://grantsgateway.ny.gov>. If this is your first time logging in, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click the SAVE button located on the top, right-hand side of the page.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload the *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.
- For specific questions about the prequalification process see <https://grantsmanagement.ny.gov/contact-grants-management>.

2.) Submit Your Prequalification Application

- After completing your Prequalification Application, click the *Submit Document Vault* button located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted, the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Additional registration and prequalification information, including a video tutorial, is available on the Grants Management website at <https://grantsmanagement.ny.gov/videos-grant-applicants>.

Debriefing Request

In accordance with section 163 of the NY State Finance Law, DEC must, upon request, provide a debriefing to any unsuccessful offeror that responded to the Program Overview, regarding the reasons that the proposal or bid submitted by the unsuccessful offeror was not selected for an award. An unsuccessful offeror wanting a debriefing must request a debriefing in writing, within fifteen calendar days of receipt of the notice that their proposal did not result in an award. Debriefings requested after fifteen calendar days may be denied.

Formal Protest and Appeal Procedure

Any interested party who believes that he/she has been treated unfairly in the application, evaluation, bid award, or contract award phases of the procurement, may present a formal protest to DEC and request administrative relief concerning such action. Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party knows or should have known of the facts that constitute the basis of the formal protest.

Sexual Harassment Prevention Certification

State Finance Law §139-l requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Where applying for grant funding is required pursuant to statute, rule or regulation, every application submitted to the state or any public department or agency of the state must contain the following statement: "By submission of this application, each applicant and each person signing on behalf of the applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Applications that do not contain the certification will not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a signed statement with their application detailing the reasons why the certification cannot be made. After review and consideration of such statement, the Department may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Applicants are required to sign and upload the Sexual Harassment Prevention Certification form or upload a signed statement with their application detailing the reasons why the certification cannot be made.

SEQRA and Permits

The applicant is responsible for assuring that any SEQR determinations, permits, approvals, lands, easements and rights-of way that may be required to carry out the activities of the project are obtained.

Letters of Permission/Municipal Endorsement

The applicant must own the property, or obtain an applicable access agreement, for the proposed project site. This includes:

- If the property is owned by the applicant – a copy of the current deed.
- If the property owner is a municipality – A resolution by the municipality supporting the project.
- If the property is not owned by the applicant – a formal written agreement between the applicant and landowner which allows the applicant access to the property, and represent the landowner, to accomplish the proposed project.

Quality Assurance

Quality Assurance applies to all programs/projects that involve the collection, generation or use of environmental data associated with the mapping, modeling, monitoring, and assessment of water quality data intended for use by the New York State Department of Environmental Conservation for its regulatory purposes. This includes the design or use of water quality focused environmental technology. Activities associated with these types of programs/projects, conducted in the field or laboratory, shall be:

- a. Performed in accordance with an effective quality system for planning and assessing environmental measurements and tests, and for conducting required quality assurance and quality control procedures to promote and maintain the accuracy and reliability of environmental measurements and test results. An effective Quality System includes a Quality Assurance Project Plan (QAPP) based on guidance provided by the USEPA Guidance for Quality Assurance Project Plans (QA/G-5 May 2006), or American National Standard ASQ/ANSI E4:2014: Quality management systems for environmental information and technology programs—Requirements with guidance for use, approved February 4, 2014
- b. Performed by a laboratory certified by the New York State Department of Health (NYSDOH) under the Environmental Laboratory Approval Program (ELAP) pursuant to Section 502 of the Public Health Law. This requirement shall not apply to specific parameters where NYS DOH ELAP has not issued a certificate for the specific parameter.
- c. Performed in a manner that ensures all requisite quality control and calibration requirements are met, including field testing, sample collection, preservation, and record-keeping. Basic quality assurance and quality control requirements defined in 40 CFR Part 136.7 shall be followed as well as any specific method requirements.
- d. Required to submit environmental monitoring data electronically to US EPA Water Quality Exchange (WQX) following the guidance as set by US EPA's WQX Submission Instructions.
- e. Covered under the Publicity clause (article IV.G.) of the Master Contract for Grants – Standard Terms and Conditions. Specifically, the Contractor agrees that any work products, including but not limited to, water quality data or environmental information; measured, generated, or developed under this contract shall not be released, published, cited, or shared in draft or final form without prior written authorization from the Department.

Historic Preservation Review Requirements

Questions about or proposals for listing on the State or national Register should be directed to the OPRHP National Register Unit at (518) 237-8643. To ensure the public benefit from the investment of state funding, preservation covenants or conservation easements will be conveyed to the State (OPRHP) for all historic property grants.

Coastal Consistency Requirements

SEQR Type I and Unlisted actions located within the NYS Department of State's coastal zone boundaries must meet the consistency requirements of the Secretary of State's Coastal Management Program. This consistency determination will be performed by the Department as part of the grant review process. If the proposed project is located within a municipality that has an approved Local Waterfront Revitalization Plan (LWRP), the policies of that LWRP apply. Projects in other areas will need to be consistent with the State's 44 coastal policies. The coastal policies can be found at <https://www.dos.ny.gov/opd/programs/consistency/index.html>. Applicants are encouraged to determine if their project is located within the coastal zone, and to include in their site plan or sketch map their project's location within the coastal zone boundaries if applicable. Maps of the coastal zone boundaries can be found at <https://www.dos.ny.gov/opd/programs/consistency/index.html>.

Grant opportunity payment and reporting conditions

For all WQIP project types except wastewater treatment, upon approval of the MCG by the Office of the State Comptroller, an advance payment of up to twenty-five percent (25%) of the total Contract Amount may be provided to the Contractor, including Contractors that are municipalities, for project start-up funding⁷⁷. Contractors must provide justification of the need for the advance payment.

No reimbursement payments under the MCG will be made by the Department to the Contractor until the Contractor provides documentation to support how the 25% advance funding was spent on the Project. Future reimbursement payments shall be made upon audit and approval by the Department and the Comptroller's Office of vouchers executed by an authorized officer of the Contractor.

Project costs eligible for reimbursement and project match must be incurred between the MCG term start date and the MCG term end date. Costs incurred prior to the MCG term start date or after the MCG term end date are not eligible for reimbursement or match. Copies of supporting documentation (paid invoices, receipts, cancelled checks, etc.) must be audited and approved by the Department for costs to be eligible for grant reimbursement.

- Quarterly MCG payment reimbursement requests will be accepted prior to submission of a final closeout reimbursement request. Approved project design, required permits and landowner permissions must be in place to submit a reimbursement request.
- Quarterly Narrative Reports must be submitted within 30 days from the end of the quarter. The reports should summarize how the project progressed towards meeting project objectives and deliverables during the quarter.

Quarterly Expenditure Reports, detailed by object of expense as defined in the MCG Attachment B-1 Expenditure Based Budget, must accompany the quarterly Narrative Reports, within 30 days from the end of the quarter. These reports must correlate to subsequent vouchers submitted for reimbursement payment.

Final Report must be submitted and approved by the Department prior to the release of the final contract payment to the Grantee. The Contractor must submit the Final Report no later than 60 days after the end of the contract period. The Final Report should report on all aspects of the program and detail how the grant funds were utilized in achieving the goals set forth in the approved MCG Attachment C Work Plan. Copies of appropriate documents (i.e. inventory and/or management plan) must be submitted and approved by the Department.

A Department on-site inspection may be required to confirm all work was completed in accordance to the approved project work plan.

Satisfactory Progress

Grant recipients are expected to show satisfactory progress with the development of a project workplan and implementation of the project. Satisfactory progress includes, but is not limited to, timely submission of all necessary documents needed for contract execution, such as, required proofs of insurance, and an M/WBE Utilization Plan. A grantee must also submit timely quarterly payment requests, quarterly narrative reports, quarterly expenditure reports, and a

⁷⁷ For Land Acquisition project types, please note that transactional costs (e.g. property surveys, land appraisals, staff time devoted to the project) are acceptable by the Department, provided they result in final acquisition of land or perpetual conservation easement and/or restoration of new riparian buffers. As such, before successful applicants request advance payment or submit reimbursement claims, we recommend that you take into consideration the requirement to return state assistance payments should the land transaction not successfully close.

final project summary report. Successful applicants are expected to manage their WQIP projects in accordance with the terms and condition of the State of New York Master Grant Contract. Failure to make satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the termination of any financial obligation of the State.

Operation and Maintenance of Completed WQIP Projects

Grant recipients are fully responsible for ensuring the proper and efficient monitoring operation and maintenance of the project satisfactory to the Department, including, but not limited to, retaining a sufficient number of qualified staff and ensuring performance or required tests and requirements. After completion of the project, the grantee shall, for a period of time appropriate for the type of project (the useful life of the project as provided in State Finance Law § 61[18]), which ranges from five to thirty years, operate the project or otherwise cause the project to be operated properly and in a sound and economical manner and shall maintain, preserve and keep the project, or cause the project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the project may be operated properly in a manner consistent with the performance standards for the project, with the contract and with the requirements of any related permit or other governmental approval of the project.

Proposed Project Timeline and Contract Terms

The Department expects the term of each contract to be consistent with the project timeline proposed in the grant application. The initial term of each contract (other than Aquatic Connectivity Restoration projects and Land Acquisition for Source Water Protection projects) will need to fall between May 10, 2021 and May 9, 2026. Applicants should not apply if they do not expect their project to be complete by May 9, 2026.

For Aquatic Connectivity Restoration projects, the initial contract term will need to fall between April 29, 2020 and March 31, 2025.

For Land Acquisition for Source Water Protection projects, the initial contract term will need to fall between August 1, 2019 and July 31, 2024.

All project costs must be incurred between the start and end dates of the contract to be eligible for reimbursement, or to be used as match for the grant.

Application Limits

Only 1 application may be submitted per project in any given round. Projects that receive funding in one round will not receive additional funding in a subsequent round, even if project costs were higher than originally anticipated. The only exception is projects that are being completed in phases which can receive funding for multiple phases of the same project. If an applicant applies for funding and does not receive an award, they may apply again for the same project in a subsequent round. Applicants are limited to 5 applications per round.

What to Expect If You Receive an Award

Notification of Award

Applicants selected to receive a grant award will be notified by email and in an official Department award letter.

IMPORTANT NOTE: By accepting an award, applicant agrees to abide by all Master Contract for Grants (MCG) or purchase order terms and conditions. Any changes to the terms and conditions will not be accepted and may affect applicant's award.

State of New York Master Contract for Grants (MCG)

Applicants selected to receive a grant award are expected to execute a MCG within 120 days from the time of their award notification. Failure to submit timely required MCG documents could cause a grantee to lose their grant award. Applicants should review and be prepared to comply with all MCG terms and conditions should grant funding be awarded. The MCG and attachments include:

- MCG Grants Face Page
- Standard Terms and Conditions (NYS standard terms and conditions)
- Attachment A-1 Program Specific Terms and Conditions (Agency and Program specific terms and conditions)
- Attachment A-2 Federally Funded Grant Terms and Conditions (for Aquatic Connectivity Restoration projects only)
- Attachment B-1 Expenditure Based Budget (project expense categories and detail)
- Attachment C Work Plan (project objectives, tasks and performance measures)
- Attachment D Payment and Reporting Schedule (claims for reimbursement and grant reporting provisions)

IMPORTANT NOTE: Project related costs must be incurred within the term of the MCG to be considered eligible for reimbursement or match. Contract payments will not be approved or processed by the DEC until a MCG is fully approved by the DEC, and as applicable the Attorney General and the State Comptroller. All contracts must be approved by the contract start date of which will be determined at the time of an official award.

Signage Requirements

The Department may require the installation of a project sign (2' x 4') that identifies the Environmental Protection Fund or the Clean Water Infrastructure Act as a source of funding as outlined in the requirements and specifications attached to and made part of the MCG as an attachment.

For projects with multiple funding sources the Contractor acknowledges that a portion of this grant is funded by the Department as a Water Quality Improvement Project. The Contractor agrees to identify the Department as a source of funding for this project in any communications to the public.

Applicants (referred to as “Contractor” following award of Grant Contract) Should Be Prepared to Comply With the Following MCG Requirements:

- I. Insurance Requirements
Contractor will be required to carry appropriate insurance as specified in the MCG or Letter of Agreement (for awards less than \$10,0000, Attachment A-1 Program Specific Terms and Conditions, and agree that each project consultant, project contractor and project subcontractor secures and delivers to the contractor appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. Policies must name the contractor as an additional insured, with appropriate limits, covering contractor's public liability and property damage insurance, contractor's contingency liability insurance, “all-risk” insurance and workers compensation/disability benefits coverage for the project.
- II. Permit Requirements (if applicable)
Contractors agree 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.

III. State Environmental Quality Review (SEQR) Documentation

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 DEC. The Contractor has notified, and shall continue to notify, the DEC of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

Vendor Responsibility Questionnaire

Not-For-Profit contractors, and/or subcontractors of all awardees, are subject to a vendor responsibility review by the State to ensure public dollars are being spent appropriately with responsible contractors. Landowners selling property or a conservation easement to an applicant in the Land Acquisition category are also considered sub-contractors and are subject to vendor responsibility requirements. A vendor responsibility review may include a contractor and/or subcontractor to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity. To enroll in and use the NYS VendRep System, see the VendRep System instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm>, or go directly to the VendRep System at <http://portal.osc.state.ny.us>

Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. By entering into a Contract, the Contractor certifies 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” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additional detail on the Iran Divestment Act can be found in the MCG, Attachment A-1 Program Specific Terms and Conditions.

Minority/women Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) Requirements

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 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.

Applicants subject to executing a future NYS Master Contract for Grants agree, in addition to any other nondiscrimination provision of the MCG and at no additional cost to 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.

Failure to comply with M/WBE and EEO requirements may result in a Department finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages or enforcement proceedings.

Please refer to the NYS Master Contract for Grants - Article IV (J) and Attachment A-1 Program Specific Terms and Conditions - Article X, to review M/WBE and EEO requirements. Required M/WBE and EEO related forms can be found at <http://www.dec.ny.gov/about/48854.html>

- The local government is responsible for designating someone to serve as their Affirmative Action representative. The governing body should make this designation through official means.
- A list of certified M/WBE enterprises can be obtained via the internet from the NYS Department of Economic Development at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=9885>
- Contracts which meet the established M/WBE-EEO thresholds require the Contractor to submit Quarterly Reports, http://www.dec.ny.gov/docs/administration_pdf/quarterlyversion7.pdf, detailing payments made by the Prime Contractor to NYS Certified M/WBEs.
- For purposes of this procurement, the Department hereby establishes an overall goal of up to **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- **MWBE Responsibilities & Requirements Document**
 - Contractors must read, sign, and submit the NYSDEC MWBE Responsibilities & Requirements document as part of the grant application. This document describes the MWBE requirements and provides directions for completing the required MWBE Utilization Plan form and subsequent Quarterly Reports.

DEC M/WBE Compliance
NYS Department of Environmental Conservation
Bureau of Contract and Grant Development/MWBE Program
625 Broadway, 10th Floor
Albany, New York 12233-5028
Phone: (518) 402-9240
Fax: (518) 402-9023

Procurement of Contractors/Subcontractors

Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money. Failure to comply with these requirements could jeopardize full reimbursement of your approved eligible project costs.

Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas <https://www.access-board.gov/guidelines-and-standards>.

Non-Agricultural Nonpoint Source Planning and Municipal Separate Storm Sewer System (MS4) Mapping Grant

Funding Available: Up to \$3 million

Description

The New York State Department of Environmental Conservation (DEC) will offer grants to local governments and soil and water conservation districts to help pay for the initial planning of non-agricultural nonpoint source water quality improvement projects. DEC will also offer grants to regulated traditional MS4s for mapping.

Those seeking planning grants to support projects to upgrade, repair or replace elements of a wastewater treatment and/or collection system, or the construction of such system for an area with failing onsite septic systems, are referred to the New York State DEC/EFC Wastewater Infrastructure Engineering Planning Grant Program.

PROJECTS AFFECTING WATER QUALITY IN ENVIRONMENTAL JUSTICE (EJ) AREAS

DEC demonstrates a commitment to Environmental Justice (EJ) and remedies for communities that may be burdened by negative environmental consequences. Environmental justice is defined by the DEC as the fair treatment and meaningful involvement of all people, regardless of race, color or income, with respect to the development, implementation and enforcement of environmental laws, regulations and policies. A report for a proposed project that positively impacts water quality in an EJ community, or positively impacts drinking water quality serving an EJ community or is for MS4 mapping of an EJ community will receive points in the evaluation of an application where indicated. Maps of EJ areas in New York State are available at: <http://www.dec.ny.gov/public/911.html>.

To qualify for EJ points, your application must include details demonstrating water quality improvement to an EJ area or to drinking water serving an EJ community - where the benefit will be provided, the area served by the drinking water source or the exact street location(s) where the MS4 mapping of an EJ community is to be implemented.

A. Nonpoint Source Planning Reports (See MS4 category for MS4 mapping project details)

The program aims to get nonpoint source projects ready for construction and to apply for implementation funding.

Award Amounts

Grants of up to \$30,000 are available to finance planning services to produce project planning reports, as outlined in each category. Grants of up to \$75,000 are available for comprehensive stream corridor studies. There is no minimum award amount.

An applicant may submit more than one application. If an applicant receives more than one award, DEC may combine the projects into a single contract. Applicants are limited to a maximum of five (5) Nonpoint Source Planning Report applications per round.

Each application must fit within a single grant category.

Eligible Applicants

- Municipalities⁷⁸
- Soil and Water Conservation Districts (excluding Decentralized Wastewater Treatment Facilities for Failing On-Site Treatment Systems)

Nonpoint Source Planning Report Categories

Funding is available for the following six (6) planning report categories:

1. *Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems*

Eligible costs:

An engineering feasibility study report for municipally-owned decentralized wastewater treatment facilities in areas with failing on-site treatment systems, including the necessary collection and conveyance system. The decentralized wastewater treatment facility must consist of a subsurface treatment and disposal system designed in accordance with Department standards. Collection may take the form of either a septic tank effluent pump (STEP) or septic tank effluent gravity (STEG), grinder pump or gravity sewer system. An engineering feasibility study report may include conceptual designs and any necessary percolation tests.

Report requirements:

Engineering reports must follow the NYS Environmental Facilities Corporation/DEC Engineering Report Outline for New York State Wastewater Infrastructure Projects⁷⁹.

Technical Contact:

Ken Kosinski – (518) 402-8111

2. *Green Infrastructure*

Eligible reports:

An engineering feasibility study report for projects that: construct green infrastructure to address combined sewer overflows, reduce a pollutant impacting a receiving waterbody, or address a regional water quality issue; or install green infrastructure retrofits designed to capture and remove the pollutant contributing to a water quality impairment. Green Infrastructure practices are limited to bioretention, rain gardens, constructed wetlands, porous pavement, green roofs, downspout disconnection, stormwater street trees, stormwater harvesting and reuse, and stream daylighting. All Green Infrastructure projects must be designed in accordance with the 2015 New York State Stormwater Design Manual and must go above and beyond the water quality volume treatment and/or reduction requirements listed in the SPDES Construction General Permit. An engineering feasibility study report must include conceptual designs and infiltration tests, if applicable.

Report requirements:

⁷⁸ For the purposes of this grant, “municipality” means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof.

⁷⁹ Engineering Report Outline for NYS Wastewater Infrastructure Projects:

<https://nysefc.box.com/s/0s1j2q1nytylpo3q5llbwt3zta0yopp0>

Feasibility studies must include all Required Elements listed in the Green Infrastructure or Stormwater Retrofits Feasibility Study Outline.⁸⁰

Technical Contact:

Ryan Waldron - (518) 402-8177

3. Stormwater Retrofits

Eligible reports:

An engineering feasibility study report for projects that: construct stormwater retrofits to reduce a pollutant impacting a receiving waterbody or address a regional water quality issue. Eligible practices are limited to those identified in Chapters 5 and 6 of the *2015 NYS Stormwater Design Manual*⁸¹. All projects must be designed in accordance with the *2015 NYS Stormwater Design Manual*. An engineering feasibility study report must include conceptual designs and infiltration tests (if applicable) and must include load reduction information.

Report requirements:

Feasibility studies must include all Required Elements listed in the Green Infrastructure or Stormwater Retrofits Feasibility Study Outline.⁵

Technical Contact:

Ethan Sullivan – (518) 402-1382

4. Streambank/Shoreline Stabilization

Eligible Reports:

- An engineering or conceptual design report for qualifying nature-based or “soft engineering” streambank or shoreline stabilization projects to reduce erosion, enhance flood resilience, and improve water quality and riparian/coastal habitats. Streambank or shoreline projects must incorporate natural features and materials alone or in combination with a minimal use of structural components to manage erosion. Streambank/shoreline stabilization projects may include, but are not limited to, natural buffer zones, constructed or restored wetlands, “living” sills or breakwaters, beach and dune restoration and/or nourishment, nature-based stabilization techniques such as tree/rootwad revetments, staking, live crib walls, and vegetated geogrids. Rip-rap may only be used in conjunction with natural restoration principles that incorporate vegetative materials.

and/or

- A comprehensive stream corridor assessment study to identify areas of erosion across a watershed area. The comprehensive stream corridor study must be completed for a minimum of a HUC 12 size watershed area and must identify and/or prioritize opportunities for streambank stabilization, riparian buffer restoration, floodplain reconnection and/or culvert replacement and repair. Flood risk assessment and modeling may be included as part of the comprehensive study.

Report Requirements:

- Engineering reports and comprehensive stream assessment studies must include all Required Elements listed in the Streambank/Shoreline Stabilization Engineering Design Report Outline or Streambank Corridor Study Outline.⁸²

⁸⁰ Green Infrastructure or Stormwater Retrofits Feasibility Study Requirements:

<http://www.dec.ny.gov/pubs/116725.html>

⁸¹ New York State Stormwater Design Manual: <https://www.dec.ny.gov/chemical/29072.html>

⁸² Streambank/Shoreline Stabilization Engineering Design Report Outline or Streambank Corridor Study Outline: <http://www.dec.ny.gov/pubs/116725.html>

- For projects requiring a permit, engineering designs must meet the minimum Protection of Waters permit requirements, NY's Coastal Consistency requirements, or other State or Federal permit requirements, as applicable.

Technical Contact:

Julie Berlinski - (518) 402-8212

5. *In-Waterbody Controls for Nutrients*

Eligible costs:

- A feasibility study or engineering report for projects that reduce internal loading of nutrients (mainly phosphorus) within waterbodies. Eligible practices to address these issues include: hypolimnetic aeration, aeration destratification systems for polymictic lakes, hypolimnetic withdrawal, and dredging.
and/or
- A professional study report that provides justification for use of the best management practice (BMP) recommended by the above feasibility study or engineering report. For destratification systems, the professional study must identify the waterbody as a polymictic lake.
and/or
- A written plan report for the long-term operation and maintenance of the BMP recommended by the above professional study or engineering report.

Report Requirements:

Feasibility study/engineering reports must include all Required Elements listed in the In-Waterbody for Control of Nutrients Feasibility Study/Engineering Report Outline.⁸³

Technical Contact:

Stephanie June – (518) 402-8179

6. *Bathing Beach Restoration*

Eligible costs:

- Beach sanitary survey⁸⁴
and/or
- A feasibility study for projects to implement designs recommended in beach restoration green infrastructure design reports. Projects may include, but are not limited to, porous pavement, bioinfiltration/bioretention, rain gardens, stormwater tree trenches, greenways, beach re-naturalization, beach sand enrichment/nourishment, beach sloping/grading, constructed wetlands.

Report Requirements:

- Sanitary surveys must meet the criteria in Part 6, Subpart 6-2 of the New York State Sanitary Code for Beaches⁸⁵. Sanitary surveys must also follow EPA's Beach Sanitary Survey guidance⁸⁶.

⁸³ In-Waterbody for Control of Nutrients Feasibility Study/Engineering Report Outline: <https://www.dec.ny.gov/pubs/116725.html>

⁸⁴ The beach sanitary survey report may provide support for conceptual designs under Grant Category 1, above.

⁸⁵ New York State Sanitary Code for Beaches: <https://regs.health.ny.gov/content/subpart-6-2-bathing-beaches>

⁸⁶ EPA Beach Sanitary Survey Guidance: <https://www.epa.gov/dwreginfo/sanitary-survey-guidance-manuals>

- Feasibility studies must include all Required Elements listed in the Green Infrastructure or Stormwater Retrofit Feasibility Study Outline.⁸⁷

Technical Contact:

Lauren Townley - (518) 402-8086

7. *Stream Culvert Repair and Replacement*

Eligible costs:

- Stream culvert site assessment report for projects to address erosion caused by inadequately sized or failing culverts.
- and/or**
- An engineering feasibility study or engineering design report for stream culvert repair or replacement projects to address erosion.

Report Requirements:

- Stream culvert assessments must utilize the North Atlantic Aquatic Connectivity Collaborative (NAACC) framework to identify aquatic barriers, in addition to identifying erosion issues.
- Feasibility study/engineering reports must include all Required Elements listed in the Stream Culvert Repair and Replacement Feasibility Study/Engineering Report Outline⁸⁸.

Technical Contact:

Julie Berlinski – (518) 402-8086

Requirements for All Planning Reports

- All reports and studies must be prepared by a qualified professional. See table below. For reports and studies prepared by someone other than a professional engineer, applicants must demonstrate in the application that the preparer is a qualified professional through work experience and/or education.

⁸⁷ Green Infrastructure or Stormwater Retrofit Feasibility Study Outline:
<https://www.dec.ny.gov/pubs/116725.html>

⁸⁸ Stream Culvert Repair and Replacement Feasibility Study/Engineering Report Outline:
<https://www.dec.ny.gov/pubs/116725.html>

Funding Category	Report Type	Professional Requirement
Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems	Feasibility Study	Professional Engineer
Green Infrastructure	Feasibility Study	Professional Engineer
Stormwater Retrofits	Feasibility Study	Professional Engineer
Streambank/Shoreline Stabilization	Engineering or conceptual design report	Professional Engineer
	Comprehensive stream corridor assessment study	Professional Engineer, Professional Hydrologist, Professional Geologist, Master's Degree, Bachelor's Degree with 2 years of relevant experience, Associates Degree with 5 years of relevant experience
In-waterbody Controls for Nutrients	Feasibility study or engineering report	Professional Engineer
	Professional study report	Professional engineer, certified lake manager, Master's Degree in limnology or related field, Bachelor's Degree in limnology or related field with 2 years of relevant experience
In-waterbody Controls for Nutrients	Long-term operation and maintenance plan	Professional Engineer
Bathing Beach Restoration	Sanitary Survey	Professional Engineer, Environmental Health professional (sanitarian or environmental health technician), Master's Degree, Bachelor's Degree with 2 years of relevant experience, Associates Degree with 5 years of relevant experience
	Feasibility Study	Professional Engineer
Stream Culvert Repair and Replacement	Feasibility Study	Professional Engineer
	Culvert site assessment report	Trained and certified by North Aquatic Connectivity Collaborative (NAACC)

- Reports and studies must be prepared and stamped by a professional engineer when required by New York State Education Law.
- All applications must attach a completed Sexual Harassment Prevention Certification Form.

Eligible Costs

- Funding can be used for the preparation of planning reports, feasibility studies, and supplemental costs as listed by grant category.
- Activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of an improvement project.
- Salary and fringe
- Contractual costs
- Travel
- On-site evaluations
- Any necessary environmental review (e.g. SEQR, SHPO, Coastal Consistency) for the recommended project
- Administrative costs

Ineligible costs/reports:

- Reports for projects that have already received Water Quality Improvement Project (WQIP) grant funding
- Costs incurred outside the start and end date of the contract
- Post installation / follow-up monitoring
- Feasibility reports for algaecide use
- Construction costs
- Reports for projects that have already received funding for planning from another State source
- Equipment
- Indirect costs (e.g., space/property rent, utilities and other office supplies)
- Legal fees

Resources

- Nonpoint Source Planning Grant Report Outlines: <https://www.dec.ny.gov/pubs/116725.html>
- Nonpoint Source Program Guidance and Technical Assistance: <https://www.dec.ny.gov/chemical/96777.html>
- New York State Stormwater Design Manual: <https://www.dec.ny.gov/chemical/29072.html>
- DECinfo Locator⁸⁹ (most up to date source of WI/PWL segment assessments): <http://www.dec.ny.gov/pubs/109457.html>
- NYS Environmental Facilities Corporation/DEC Engineering Report Outline for New York State Wastewater Infrastructure Projects: <https://nysefc.box.com/s/0s1j2q1nytylpo3q5llbwt3zta0yopp0>
- North Atlantic Aquatic Connectivity Project (NAACC): <https://streamcontinuity.org/naacc>
- EPA Guidance for Sanitary Surveys: <https://www.epa.gov/dwreginfo/sanitary-survey-guidance-manuals>

⁸⁹ To find the closest WI/PWL segment assessment, visit the DECinfo Locator and click on the link for “Environmental Quality Map View”. In the left column of the map, click on “Information List” and check the box for “Rivers, Streams and Shorelines” AND “Lakes, Reservoirs, and Estuaries” to display these map layers. Enter the address or project location in the “Search Near Me” search bar. Click on the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and assessment level. To access the WI/PWL segment assessment for that waterbody, click on the “Download Fact Sheet” link in the box. For guidance on how to read the WI/PWL segment assessments, visit <http://www.dec.ny.gov/chemical/36730.html>.

- Maps of New York State Environmental Justice Areas:
<https://www.dec.ny.gov/public/911.html>
- Resilient New York Flood Mitigation Reports: <https://www.dec.ny.gov/lands/121102.html>
- Drinking Water Source Protection Program Plans (DWSP2):
<https://www.dec.ny.gov/chemical/115250.html>; Contact source.water@dec.ny.gov for information about any completed DWSP2s in your project area.

Evaluation Criteria – Planning Reports

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Experience and Ability will not be funded.			
Performance Measures <i>38 to 5 points available</i>	38 POINTS: Reports for projects that address a water quality impairment identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) AND benefit an active public drinking water supply. OR Green infrastructure feasibility studies for projects that reduce stormwater flow to a combined sewer system. OR Reports for projects that address documented water quality exceedances with known sources for regulated bathing beaches. OR Reports for projects identified in a DEC-approved plan or report (i.e. Resilient New York Flood Mitigation Report, Drinking Water Source Protection Program Plan) that address nonpoint source pollution AND that benefit an active public drinking water supply. OR Comprehensive studies that address nonpoint source pollution in TMDL watershed. OR Reports for projects that are needed to meet MS4 permit retrofit requirements.	20 POINTS: Reports for projects that address a water quality impairment identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan). OR Reports for projects or comprehensive studies that address a water quality impairment listed as “precluded” or “impaired” in the Waterbody Inventory/Priority Waterbodies List (WI/PWL) segment assessment. OR Reports for projects that support multiple actions in a DEC Watershed Action Agenda or Plan. OR Reports for projects that address documented water quality standard exceedances for regulated bathing beaches. OR Reports for projects identified in a DEC-approved plan or report (i.e., Resilient New York Flood Mitigation Report) that address nonpoint source pollution.	10 POINTS: Reports for projects or studies that address a water quality impairment listed as “stressed” or “threatened” in the WI/PWL segment assessment. OR Reports for projects that support an action in a DEC Watershed Action Agenda or Plan.	5 POINTS: Reports for projects or studies that would impact a waterbody of a WI/PWL segment that is listed as “unassessed” or is not listed in the WI/PWL.
Vision <i>10 to 2 points available</i>	10 POINTS: Reports for projects that are part of a comprehensive program. OR Reports for projects to protect a specific public drinking water supply. OR Reports for projects to improve the water quality of a specific regulated bathing beach.	5 POINTS: Reports for projects that cover multiple project locations. OR Reports for projects that address aquatic habitat connectivity and/or flood resiliency.	2 POINTS: Reports for a single project at one location or not part of a comprehensive program.	

Environmental Justice 2 to 0 points possible	2 POINTS Reports for projects that improve water quality in an Environmental Justice area or positively impact drinking water quality serving an EJ community.	0 POINTS Reports for projects that do not improve water quality in an Environmental Justice area nor positively impact drinking water quality serving an EJ community
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Reasonableness of Cost 20 to 0 points available	20 POINTS: Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project.	10 POINTS: Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project.	0 POINTS: Cost is not reasonable for this type of project. <i>Applications that receive 0 points for Reasonableness of Cost will not be funded.</i>
Experience & Ability 10 to 0 points available	10 POINTS: Applicant has shown the ability to complete state funded non-agricultural nonpoint source projects in the past 10 years in a timely manner. OR Applicant has sufficiently shown its ability to complete this non-agricultural nonpoint source project based upon experience with similar non-agricultural nonpoint source projects.	5 POINTS: Applicant has shown the ability to complete a state funded project that was not related to non-agricultural nonpoint source treatment in the past 10 years in a timely manner. OR Applicant has not been awarded a state grant in the past 10 years but appears to have the experience and ability to carry out the project.	0 POINTS: Applicant does not possess the knowledge, skills and ability to complete the program and does not have prior experience with DEC Division of Water grants in the last 10 years. OR Applicant has prior experience with DEC grants in the last 10 years and did not complete all tasks in a timely manner. <i>Applications that receive 0 points for experience and ability will not be funded.</i>
Regional Economic Development Priority Points	Up to 20 points are assigned by the Regional Economic Development Council according to their criteria.		
Total Maximum Points	100		

B. Municipal Separate Storm Sewer System (MS4) Mapping

Funding can be used to complete comprehensive stormwater system maps. This program category encourages and supports cooperation among regulated MS4s to complete mapping of their stormwater system.

Award Amounts

For MS4s applying as a collaborative, grants of up to \$30,000 per municipality are available for MS4 mapping, with grants of up to \$400,000 available per MS4 collaborative. For MS4 municipalities that must apply alone (see Requirements for All MS4 Mapping section for justification required to apply as single municipality), there is a maximum grant award of \$75,000. There is no minimum award amount. Applicants are limited to one (1) application per round.

Eligible Applicants

- Municipalities⁹⁰
- Soil and Water Conservation Districts
- Regulated traditional MS4s⁹¹

Requirements for All MS4 Mapping

- Mapping must meet the minimum MS4 permit requirements.
- Applicants must participate in an area-wide municipal cooperative stormwater group if one exists. If one does not exist, the application must document the steps that are being taken to develop a group, which must be formed prior to receiving a grant award. In the rare case where a coalition does not exist nor will be established, the application must justify the reasons in the application.
- Funding will be considered for proposals submitted on behalf of multiple regulated MS4s. Only the lead applicant needs to register in the NYS Grants Gateway (<http://grantsreform.ny.gov>). Projects being undertaken by multiple regulated MS4s in the same county or urbanized area will receive additional points. A list of the cooperating MS4s must be provided in the application.
- Applications must include the creation of electronic or GIS system of mapping or specify the use of an already established electronic or GIS system to be expanded upon.
- Basic mapping elements (red in table below) are either required by the NYS Small MS4 General Permit-0-15-003 or considered by DEC to be necessary for effective system management. Therefore, all Basic elements must be completed before grant or match funds can be used for items in the Intermediate or Advanced elements map categories.
- Simultaneous mapping of Basic, Intermediate, and Advanced elements is permitted but any unmapped Basic elements must be included in the application scope of work.
- Information from the WI/PWL must be included in the maps/deliverables created.

⁹⁰ For the purposes of this grant, “municipality” means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof.

⁹¹ 40 CFR 122.26(b)(16)(i), Small municipal separate storm sewer system means all separate storm sewers that are owned or operated by the United States, a State, city, town, borough, county parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that are discharges to waters of the United States.

- Final deliverables must include final map product and final summary report. Required elements for the final deliverables are available at <http://www.dec.ny.gov/pubs/116725.html>.

Comprehensive System Mapping Table for All MS4 Applications

The table below lists the elements of a comprehensive MS4 system map and is duplicated as a worksheet at <http://www.dec.ny.gov/pubs/116725.html>. For any application to be eligible for this grant, a completed worksheet showing level of mapping **must be attached** for each MS4 participating or benefitting directly or indirectly from the proposed project. The worksheet will help applicants identify their mapping needs.

	Basic Elements Map (Application must include these elements if they are not already included in map)	Intermediate Elements Map (Applications must look to include these elements if they are not already included in map)	Advanced Elements Map (Elements beyond the required permit elements)
Outfall Mapping			
Receiving waterbody name	X		
Type of conveyance (i.e. open drainage, closed pipe, catch basin, etc.)	X		
Outfall material	X		
Outfall shape	X		
Outfall Prioritization ⁹²	X		
Type of outfall (i.e. direct, indirect, interconnected MS4 outfall)	X		
Submerged in water?	X		
Submerged in sediment?	X		
Latitude/longitude	X		
Land use in drainage area			X
Inspection data			X
Owner			X
Structure/facility ID			X
Storm Sewer System Mapping⁹³			
Type of conveyance system (closed pipe or open drainage)	X		
Closed pipe or open drainage Description: material, shape, size	X		
Direction of flow	X		
Drop inlet, catch basin, and manhole locations	X		

⁹² For the purposes of this grant, the following criteria must be used to determine outfall prioritization: high priority outfall criteria are outfalls directly discharging to impaired waters and outfalls discharging to water with designated best usage of primary and secondary contact recreation or higher (Class AA-S, A-S, AA, A, B, SA, or SB) and all other outfalls are considered low priority outfalls.

⁹³ For the purposes of this grant, this also includes stormwater infrastructure located at municipally owned/operated facilities.

Number of connections to catch basins and manholes	X		
Latitude/longitude	X		
Receiving waterbody name		X	
Depth of catch basin/manhole			X
Sump depth of catch basins			X
Location of points receiving discharge from updrainage connections with adjacent MS4s (include name and contact information for adjacent MS4 Operator)			X
Owner			X
Structure/facility ID			X
Stormwater Management Practice (SMP) Mapping			
Address	X		
Latitude/longitude	X		
Type of SMP (pond, bioretention, swale, rain garden, etc.) ⁹⁴		X	
Receiving waterbody name		X	
Date practice was installed		X	
Ownership of SMP		X	
Responsible party for maintenance		X	
Location of documentation depicting O&M requirements and legal agreements for practice			X
Frequency of inspection of practice			X
Reason for SMP (retrofit, new development, flood control, etc.)			X
Location where SMP discharges (Does SMP drain to MS4?)			X
Contributing drainage area to SMP (if known)			X
Construction date (if known)			X
Last inspection date (if known)			X
Structure/facility ID			X
Municipality owned/operated facilities			
Location/address	X		
Latitude/longitude	X		
Name		X	
Type (Municipal buildings, DPW garage, vehicle and fleet maintenance areas (fire station, police station, bus stations), landfills, salt storage areas, parks & open space, solid waste		X	

⁹⁴ Stormwater Practice Type defined in the *New York State Department of Environmental Conservation Maintenance Guidance: Stormwater Management Practices*, March 31, 2017.

disposal areas, transfer stations, marinas, etc.)			
Facility Prioritization ⁹⁵		X	
Receiving waterbody name		X	
Standard Industrial Classification (SIC) Code (if applicable)			X
SPDES ID or No Exposure ID (if applicable)			X
Responsible Department			X
Contact Information			X
Status of facility specific SWPPP (if high priority)			X
Location of facility specific SWPPP (if high priority)			X
Type of activities present on site			X
Last assessment date			X
Year built			X
Size of facility (acres)			X
Owner			X
Structure/facility ID			X
Sewershed Boundary			
Preliminary	X		
Impaired waters (if applicable)	X		
Per MS4 outfall		X	
Priority Areas			
Areas with onsite wastewater systems subject to Part IX requirements	X		
TMDL watersheds	X		
Land use within Impaired Watersheds (Commercial, HD Residential, LD Residential, Industrial, Open Space)		X	
Land use within other Watersheds (commercial, HD residential, LD residential, industrial, open space)		X	
Description of concern (i.e. sewershed to impaired waters, septic systems, high water table, industrial area, etc.)		X	
Pollutant(s) of concern (litter, sediment, nutrients, etc.)		X	

⁹⁵ For the purposes of this grant, the following criteria must be used to determine municipal facility prioritization: high priority facilities have one or more of the following on site: storage/use of chemicals, salt, petroleum, pesticides, fertilizers, anti-freeze, lead-acid batteries, tires, waste/debris; fueling stations; vehicle or equipment maintenance/repair; and/or turf management, excluding mowing (e.g., pesticide, fertilizer or other chemical application) and all other municipal facilities are considered low priority municipal facilities.

Areas contributing to impaired waterbodies		X	
Areas where stormwater flows have significant potential to cause erosion (soil, silt, rock, etc.)		X	
Areas contributing to waterbodies of significant value (drinking water supply, public bathing beaches, shellfishing, high recreation value)		X	
Densely populated residential areas		X	
Areas where a high number of construction activities are occurring		X	
Areas with a high number of illicit discharges		X	
Areas of high discharge potential (Refer to Table 14 of IDDE Guidance Manual for identification)			X
Areas of shallow groundwater			X
Areas of low infiltrative soils			X
Areas of historic on-site sanitary system failures			X
Sites with a history of major oil or chemical leaks/spills (Include date of event, type of spill, and final resolution)			X
High priority construction sites (Discharges to impaired waters, AA-S, AA, or A classified water sources, or T (trout)/TS (trout spawning) protected bodies)			X
Other areas of concern (wetlands, riparian buffers, flood plains, steep slopes, etc.)			X
Areas with onsite wastewater systems (include typical age)			X
Proposed Retrofits			
Location	X		
Contributing drainage area to the proposed stormwater retrofit	X		

Eligible Costs

- Salary and fringe benefits
- Contractual costs
- Travel
- Administrative costs

Ineligible costs/reports:

- Equipment (e.g., hardware)
- Software or GIS licenses
- Development of materials already available through the cooperative stormwater group
- Operating Expenses

- Indirect costs (e.g. space/property rent, utilities, and other office supplies)
- Legal fees
- Costs incurred outside the start and end date of the contract
- Applications for mapping that do not include the creation of an electronic or GIS system of mapping or specify the use of an already established electronic or GIS system to be expanded upon
- Applications for mapping only Intermediate Elements or Advanced Elements where the applicant and participating MS4s have not completed all requirements in the Basic Elements map category
- Applications that do not attach the Mapping Status Table Worksheet identifying the status of mapping for each of the parties in the cooperative agreement for this project

Required Attachments

- Budget worksheet
- Letters of support from regulated MS4 entities participating in and/or benefitting from this project
- Map(s) with the project area clearly identified. Map(s) must be a minimum of 1:24,000 scale USGS or DOT planimetric map.
- Completed Sexual Harassment Prevention Certification Form⁹⁶
- Mapping Status Table Worksheet⁹⁷ for each of the parties in the cooperative agreement for this project demonstrating level of mapping complete at time of application

Resources

- Additional information on Urbanized Areas: <http://www.dec.ny.gov/chemical/92258.html>.
- DECinfo Locator⁹⁸ (most up to date source of WI/PWL segment assessments): <https://www.dec.ny.gov/pubs/109457.html>.

Technical Contact:

Ethan Sullivan – (518) 402-1382

⁹⁶ Sexual Harassment Prevention Certification Form: <http://www.dec.ny.gov/pubs/116725.html>

⁹⁷ Mapping Status Table Worksheet: <http://www.dec.ny.gov/pubs/116725.html>

⁹⁸ For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody that the project will impact. To find the closest WI/PWL segment, visit the DECinfo Locator and click on the link for “Environmental Quality Map View”. In the left column of the map, click on “Information List” and check the box for “Rivers, Streams and Shorelines” AND “Lakes, Reservoirs, and Estuaries” to display these map layers. Enter the address or project location in the “Search Near Me” search bar. Click on the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and assessment level. To access the WI/PWL segment assessment for that waterbody, click on the “Download Fact Sheet” link in the box. For guidance on how to read the WI/PWL segment assessment, visit <http://www.dec.ny.gov/chemical/36730.html>.

Evaluation Criteria – MS4 Mapping

Agency Points	Up to 80 agency points are available, as defined below. Applications must receive a minimum of 30 agency points to be eligible for funding. Applications that receive 0 points for Project Readiness or Experience and Ability will not be funded.			
Performance Measures 28 to 5 points possible	28 POINTS: Project addresses Basic Elements Map (red column) items and will impact a waterbody that: Is listed in the Waterbody Inventory/Priority Waterbodies List (WI/PWL) segment assessment as “precluded” or “impaired” where urban runoff is the known source; OR has a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan or DEC HABs Action Plan).	20 POINTS: Project addresses Intermediate Elements Map (yellow column) items AND will impact a waterbody that: Is listed in the WI/PWL segment assessment as “precluded” or “impaired” where urban runoff is the known source; OR has a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan).	15 POINTS: Project addresses Basic or Intermediate Elements Map (red or yellow column) items AND will impact a waterbody that: Is not listed on the WI/PWL segment assessment as “precluded” or “impaired” AND does not have a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan).	5 POINTS: Project addresses only Advanced Elements Map (green column) items.
Reasonableness of Cost 20 to 0 points possible	20 POINTS: Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project.	10 POINTS: Cost is good as it applies to both achieving the project objectives and being a fiscally sound project.	5 POINTS: Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project.	0 POINTS: Cost is not reasonable for this type of project.
Vision 20 to 0 point(s) possible	20 POINTS: Applicant has demonstrated support from all collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this mapping project. OR Project is on behalf of a single municipality with needs specific to the scope of this project AND is neither located in an area with other cooperating regulated MS4 entities nor are shared services available (must specify this in application).	10 POINTS: Applicant has demonstrated support from 50% or more of collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this mapping project.	5 POINTS: Applicant has demonstrated support from less than 50% of collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this mapping project.	0 POINT: Applicant has not demonstrated support Applications that fall into this category will not be funded.
Readiness 5 to 0 points available	5 POINTS: Project has all necessary pieces in place to complete system mapping.	3 POINTS: Project has some of the necessary pieces in place to complete system mapping.	0 POINTS: Project has not secured any of the necessary approvals and is not ready to proceed with project implementation. Applications that fall into this category will not be funded.	
Experience and Ability 5 to 0 points available	5 POINTS: Applicant has shown the ability to complete state-funded MS4 projects in the past 10 years in a timely manner	3 POINTS: Applicant has shown the ability to complete a state funded project that was not related to MS4s in the past 10 years in a timely manner	0 POINTS: Applicant has demonstrated poor management of DEC Division of Water Grants contract(s) in the past 10 years	

	OR Applicant has sufficiently shown its ability to complete this MS4 project based upon experience with similar MS4 projects.	OR Applicant has not been awarded a state grant in the past 10 years but appears to have the experience and ability to carry out the project	OR Applicant has not been awarded a DEC Division of Water grant in the past 10 years and does not appear to have the experience and ability to carry out the program <i>Applications that fall into this category will not be funded</i>
Environmental Justice 2 to 0 points possible	2 POINTS Projects that include mapping of an Environmental Justice area.	0 POINTS Projects that do not include mapping of an Environmental Justice area	
Regional Economic Development Priority Points	<i>Up to 20 points for this criterion are provided by the Regional Economic Development Councils</i>		
Total Maximum Points	<i>100 points</i>		

Grant Opportunity General Information and Conditions

Match

All grants require a local match equal to 10 percent of the requested grant amount. The match can include cash and/or in-kind services. Only costs eligible for this grant may be used as match. Match funds cannot come from other New York State funding sources but may come from federal funding sources. The applicant should identify the source of the match at the time that the application is submitted.

Grant Payment

The grant will be disbursed based on the awardee's progress toward completion of an acceptable report or final deliverable.

Soil and water conservation districts are eligible for a one-time advance payment of up to twenty-five percent of the grant amount for project start-up funding. After the advance payment, all additional payments will be made on a reimbursement basis; however, no additional payments will be made until the SWCD provides documentation showing that all the advance payment was spent on the project.

Municipalities are not eligible for advance payments. All payments to municipalities will be made on a reimbursement basis.

All awardees may apply for reimbursement of eligible project expenses on a calendar quarter basis after the contract between the Department and the grant recipient is executed. All reimbursement requests must be accompanied by a narrative progress report covering the same period as the reimbursement request.

The final reimbursement will be made to the awardee when the report and/or final deliverable is completed and accepted by DEC.

Project Selection

Projects will receive a final score and be selected for grant funding from the highest down to the lowest ranked scores. Applications must receive a minimum of 30 agency points to be eligible for funding.

DEC will consider regional distribution in the determination of awards, to the extent practicable.

Multiple Application Submissions

If an applicant chooses to submit multiple applications, please prioritize and rank the applications in terms of importance.

Contract Term

DEC expects the term of each contract to be consistent with the project timeline proposed in the grant application. The initial term of each contract will need to be between May 10, 2021 and May 9, 2023. Applicants should not apply if they do not expect their project to be complete by May 9, 2023.

All project costs must be incurred between the start and end dates of the contract to be eligible for reimbursement, or to be used as match for the grant.

Report Submittal

All reports and findings funded by this grant must be submitted to DEC and acceptable to DEC.

Definitions

In-Kind Services - means services performed by capable and qualified employees of the grant recipient for technical and administrative work that are directly related to and in support of the development of the report and are deemed reasonable by DEC.

Planning - means the orderly development of a project concept from the original statement of need or purpose through the evaluation of alternatives to a final recommendation on a course of action and measures to implement the selected alternative, including completion of the environmental review process and Historic Preservation Review requirements, if applicable.

The Department of Environmental Conservation reserves the right to:

- Award additional and available funding for scored and ranked projects consistent with this grant opportunity.
- Reduce a grant award from the requested amount if the indicated match is insufficient for the requested amount, or if the requested amount is greater than the defined maximum award amount.
- Award an agreement for any or all parts of the Program Overview in accordance with the method of award or withdraw the Program Overview at any time at the Department's sole discretion.
- Award only one application for funding in the event there are multiple application submissions for a single project or for pieces of a single project.
- Award to the next highest scoring application in the event a grantee fails to negotiate a grant contract with the Department within 90 days of a grant award.
- Monitor the progress of all grant awards and withdraw grant funding if the grantee fails to make significant and timely progress on the project or fails to receive the necessary permissions and permits for the project.
- Not fund projects that are determined not to be consistent with NYS's Smart Growth Public Infrastructure Policy Act.
- Not fund projects that are determined not to be consistent with the Climate Leadership and Community Protection Act or its implementing regulations.⁹⁹
- Reject any or all applications at the agency's sole discretion.

Additional Application Submission Information

Pre-Application Requirements

All governmental entities (municipalities, municipal corporations, and soil and water conservation districts, and as further defined in this Program Overview) must register in the NYS Grants Gateway to be considered eligible for this grant opportunity
<https://grantsmanagement.ny.gov/> .

In addition to registering, not-for-profit organizations must also complete the Vendor Prequalification process in the NYS Grants Gateway to be considered eligible to apply for this grant opportunity. Government entities are currently not required to complete the Vendor Prequalification process.

NYS Grants Gateway Registration Instructions:

If your organization has not already registered in the Grants Gateway, the registration is NOT an online process. Register now to allow time for processing!!

⁹⁹ The Climate Leadership and Community Protection Act is in Chapter 106 of the laws of 2019

- 1.) On the Grants Management Website at <https://grantsmanagement.ny.gov/resources-grant-applicants> download a copy of the Registration Form for Administrator.
- 2.) Complete the form according to the instructions provided. The completed form must be signed and notarized.
- 3.) After the form is received and reviewed, you will be provided with a Username and Password allowing you to access the Grants Gateway.
- 4.) Log in to the Grants Gateway at <https://grantsgateway.ny.gov>. You will be prompted to change your password at the bottom of your Profile page. Enter a new password and click the SAVE button located on the top, right-hand side of the page.

If you have previously registered and do not know your Username please email grantsgateway@its.ny.gov. If you do not know your Password, please click the Forgot Password link from the main log in page and follow the prompts.

Additional registration and prequalification information, including a video tutorial, is available on the Grants Management website at <https://grantsmanagement.ny.gov/videos-grant-applicants>.

The applicant name must exactly match the name of the eligible entity registered in the NYS Grants Gateway. Entities not registered in the Grants Gateway at the time of application will be found ineligible.

Debriefing Request

In accordance with section 163 of the NY State Finance Law, the Department must, upon request, provide a debriefing to any unsuccessful offeror that responded to the Program Overview, regarding the reasons that the proposal or bid submitted by the unsuccessful offeror was not selected for an award. An unsuccessful offeror wanting a debriefing must request a debriefing in writing, within fifteen calendar days of receipt of the notice that their proposal did not result in an award. Requests for debriefings after fifteen calendar days may be denied.

Formal Protest and Appeal Procedure

Any interested party who believes that he/she has been treated unfairly in the application, evaluation, bid award, or contract award phases of the procurement, may present a formal protest to DEC and request administrative relief concerning such action. Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party knows or should have known of the facts that constitute the basis of the formal protest.

Sexual Harassment Prevention Certification

State Finance Law §139-l requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Where applying for grant funding is required pursuant to statute, rule or regulation, every application submitted to the state or any public department or agency of the state must contain the following statement: "By submission of this application, each applicant and each person signing on behalf of the applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Applications that do not contain the certification will not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a signed

statement with their application detailing the reasons why the certification cannot be made. After review and consideration of such statement, the Department may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Applicants are required to sign and upload the Sexual Harassment Prevention Certification form or upload a signed statement with their application detailing the reasons why the certification cannot be made into the pre-submission uploads folder.

State Environmental Quality Review Act (SEQR) and Permits

The applicant is responsible for assuring that any SEQR determinations, permits, approvals, lands, easements and rights-of way that may be required to carry out the activities of the project are obtained.

Letters of Permission/Municipal Endorsement

The applicant must own the property, or obtain an applicable access agreement, for the proposed project site.

- If the property is owned by the applicant – a copy of the current deed.
- If the property owner is a municipality – a resolution by the municipality supporting the project.
- If the property is not owned by the applicant – a formal written agreement between the applicant and landowner which allows the applicant access to the property, and represent the landowner, to accomplish the proposed project.

Quality Assurance

Quality assurance applies to all programs/projects that involve the collection, generation or use of environmental data associated with the mapping, modeling, monitoring, and assessment of water quality data intended for use by the New York State Department of Environmental Conservation for its regulatory purposes. This includes the design or use of water quality focused environmental technology. Activities associated with these types of programs/projects, conducted in the field or laboratory, shall be:

- a. Performed in accordance with an effective quality system for planning and assessing environmental measurements and tests, and for conducting required quality assurance and quality control procedures to promote and maintain the accuracy and reliability of environmental measurements and test results. An effective Quality System includes a Quality Assurance Project Plan (QAPP) based on guidance provided by the USEPA Guidance for Quality Assurance Project Plans (QA/G-5 May 2006), or American National Standard ASQ/ANSI E4:2014: Quality management systems for environmental information and technology programs—Requirements with guidance for use, approved February 4, 2014.
- b. Performed by a laboratory certified by the New York State Department of Health (NYSDOH) under the Environmental Laboratory Approval Program (ELAP) pursuant to Section 502 of the Public Health Law. This requirement shall not apply to specific parameters where NYS DOH ELAP has not issued a certificate for the specific parameter.
- c. Performed in a manner that ensures all requisite quality control and calibration requirements are met, including field testing, sample collection, preservation, and record-keeping. Basic quality assurance and quality control requirements defined in 40 CFR Part 136.7 shall be followed as well as any specific method requirements.

- d. Required to submit environmental monitoring data electronically to US EPA Water Quality Exchange (WQX) following the guidance as set by US EPA's WQX Submission Instructions.
- e. Covered under the Publicity clause (article IV.G.) of the Master Contract for Grants – Standard Terms and Conditions. Specifically, the Contractor agrees that any work products, including but not limited to, water quality data or environmental information; measured, generated, or developed under this contract shall not be released, published, cited, or shared in draft or final form without prior written authorization from the Department.

Historic Preservation Review Requirements

For projects that involve properties listed on the State or National Registers of Historic Places, all work undertaken as part of a grant-assisted project must conform to the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

Questions about or proposals for listing on the State or National Register should be directed to the OPRHP National Register Unit at (518) 237-8643. To ensure the public benefit from the investment of state funding, preservation covenants or conservation easements will be conveyed to the State (OPRHP) for all historic property grants.

Coastal Consistency Requirements

SEQR Type I and Unlisted actions located within the NYS Department of State's coastal zone boundaries must meet the consistency requirements of the Secretary of State's Coastal Management Program. This consistency determination will be performed by the Department as part of the grant review process. If the proposed project is located within a municipality that has an approved Local Waterfront Revitalization Plan (LWRP), the policies of that LWRP apply. Projects in other areas will need to be consistent with the State's 44 coastal policies. The coastal policies can be found at <https://www.dos.ny.gov/opd/programs/consistency/index.html>. Applicants are encouraged to determine if their project is located within the coastal zone, and to include in their site plan or sketch map their project's location within the coastal zone boundaries if applicable. Maps of the coastal zone boundaries can be found at <https://www.dos.ny.gov/opd/programs/consistency/index.html>.

Grant Program Reporting

Quarterly Narrative Reports must be submitted in narrative form, no later than 30 days from the end of the calendar quarter. The reports will summarize how the project progressed toward meeting project objectives and deliverables during the respective quarter. Quarterly reports shall be submitted in the NYS Grants Gateway.

Quarterly Expenditure Reports, detailed by object of expense as defined in the Master Contract for Grants (MCG) Attachment B-1 Expenditure Based Budget, must accompany the quarterly Narrative Reports, no later than 30 days from the end of the calendar quarter. These reports must correlate to subsequent vouchers submitted for payment.

Quarterly MCG payment reimbursement requests will be accepted prior to submission of a final closeout reimbursement request. Approved project design, required permits and landowner permissions must be in place to submit a reimbursement request.

Final Report must be submitted and approved by the DEC prior to the release of the final contract payment to the Grantee. The Contractor must submit the Final Report no later than 60 days after the end of the contract period. The Final Report should report on all aspects of the program and detail how the use of grant funds were utilized in achieving the goals set forth in

the approved MCG Attachment C Work Plan. Copies of appropriate documents (i.e. inventory and/or management plan) must be submitted and approved by the DEC.

Any project involving volunteer time will be required to report the number of volunteers and the number of volunteer hours in their project quarterly status reports. The total number of volunteers and volunteer hours for the entire project must be reported in the Final Report.

Projects already receiving funds from another NYS or Federal assistance grant program are not eligible to receive funding for the same project activities identified in this Program Overview.

What to Expect If You Receive an Award

Notification of Award

Applicants selected to receive a grant award will be notified by email and in an official Department award letter.

IMPORTANT NOTE: By accepting an award, applicant agrees to abide by all Master Contract for Grants (MCG) terms and conditions. Any changes to the terms and conditions will not be accepted and may affect applicant's award.

State of New York Master Contract for Grants (MCG)

Applicants selected to receive a grant award will be required to execute a MCG within 90 days from the time of their award notification. Failure to submit timely required MCG documents could cause a grantee to lose their grant award. Applicants should review and be prepared to comply with all MCG terms and conditions should grant funding be awarded. The MCG and attachments can be reviewed and/or downloaded in the Grants Gateway HRE application under the screen named 'Contract Document Properties.' The MCG and attachments include:

- MCG Grants Face Page
- Standard Terms and Conditions (NYS standard terms and conditions)
- Attachment A-1 Program Specific Terms and Conditions (Agency and Program specific terms and conditions)
- Attachment B-1 Expenditure Based Budget (project expense categories and detail)
- Attachment C Work Plan (project objectives, tasks and performance measures)
- Attachment D Payment and Reporting Schedule (claims for reimbursement and grant reporting provisions)

IMPORTANT NOTE: Project related costs must be incurred within the term of the MCG to be considered eligible for reimbursement or match. Contract payments will not be approved or processed by the DEC until a MCG is fully approved by the DEC, and as applicable the Attorney General and the State Comptroller. All contracts must be approved by the contract start date, which will be determined at the time of an official award.

Applicants (referred to as “Contractor” following award of Grant Contract) Should Be Prepared to Comply With the Following MCG Requirements:

I. Insurance Requirements

Contractor will be required to carry appropriate insurance as specified in the MCG or LOA, Attachment A-1 Program Specific Terms and Conditions, and agree that each project consultant, project contractor and project subcontractor secures and delivers to the contractor appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. Policies must name the contractor as an additional insured, with appropriate limits, covering contractor's public liability and property damage insurance, contractor's contingency liability insurance, "all-risk" insurance and workers compensation/disability benefits coverage for the project.

- II. Permit Requirements (if applicable)
Contractors agree 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.
- III. State Environmental Quality Review Act (SEQR) Documentation
With respect to the project, the Contractor certifies that it has complied, and shall continue to comply with all requirements of SEQR. The Contractor agrees to provide all environmental documents as may be required by the DEC. The Contractor has notified, and shall continue to notify, the DEC of all actions proposed for complying with the environmental review requirements imposed by SEQR.

Vendor Responsibility Questionnaire

Not-For-Profit contractors and/or subcontractors are subject to a vendor responsibility review by the State to ensure public dollars are being spent appropriately with responsible contractors. A vendor responsibility review may include a contractor and/or subcontractor to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity. To enroll in and use the NYS VendRep System, see the VendRep System instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm>, or go directly to the VendRep System at <https://portal.osc.state.ny.us>.

Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. By entering into a Contract, the Contractor certifies 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” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additional detail on the Iran Divestment Act can be found in the MCG, Attachment A-1 Program Specific Terms and Conditions.

Minority/Women Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) Requirements

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 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. Applicants subject to executing a future NYS Master Contract for Grants agree, in addition to any other nondiscrimination provision of the MCG and at no additional cost to 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 (“M/WBEs”). 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.

Failure to comply with M/WBE and EEO requirements may result in a Department finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages or enforcement proceedings.

Please refer to the NYS Master Contract for Grants - Article IV (J) and Attachment A-1 Program Specific Terms and Conditions - Article X, to review M/WBE and EEO requirements. Required M/WBE and EEO related forms can be found at <http://www.dec.ny.gov/about/48854.html>

- The local government is responsible for designating someone to serve as their Affirmative Action representative. The governing body should make this designation through official means.
- A list of certified M/WBE enterprises can be obtained via the internet from the NYS Department of Economic Development at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=9885>
- Contracts which meet the established M/WBE-EEO thresholds require the Contractor to submit Quarterly Reports, http://www.dec.ny.gov/docs/administration_pdf/quarterlyversion7.pdf, detailing payments made by the Prime Contractor to NYS Certified M/WBEs.
- For purposes of this procurement, the Department hereby establishes an overall goal of up to **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

MWBE Responsibilities & Requirements Document

- Contractors must read, sign, and submit the NYSDEC MWBE Responsibilities & Requirements document as part of the grant application. This document describes the MWBE requirements and provides directions for completing the required MWBE Utilization Plan form and subsequent Quarterly Reports.

DEC M/WBE Compliance
NYS Department of Environmental Conservation
Bureau of Contract and Grant Development/MWBE Program
625 Broadway, 10th Floor
Albany, New York 12233-5028
Phone: (518) 402-9240
Fax: (518) 402-9023

Procurement of Contractors/Subcontractors

Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money. Failure to comply with these requirements could jeopardize full reimbursement of your approved eligible project costs.

Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas <https://www.access-board.gov/guidelines-and-standards>.

Environmental Facilities Corporation

Green Innovation Grant Program

Funding Available: \$15 million

The Green Innovation Grant Program (GIGP) provides grants on a competitive basis to projects that improve water quality and mitigate the effects of climate change through the implementation of one or more of the following green practices:

- **Green Stormwater Infrastructure**
- **Energy Efficiency**
- **Water Efficiency**

GIGP projects selected for funding go beyond offering a greener solution. They maximize opportunities to; leverage the multiple benefits of green infrastructure, energy efficiency, and water efficiency, build capacity in these environmentally innovative fields, and/or facilitate the transfer of new technologies and practices to other areas of the State.

PROGRAM PRIORITIES:

Climate Change Mitigation: Projects that implement one of the three eligible green practices to reduce the effects of greenhouse gases and/or expand clean energy initiatives.

Environmental Justice: Projects that use green practices to advance the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Integration: Projects that demonstrate the value of integrating green stormwater infrastructure into traditional gray clean water infrastructure projects to provide water quality benefits.

Natural Restoration: Projects that demonstrate the effectiveness of green stormwater infrastructure in a natural environment, such as flood plains, riparian buffers, streams, and wetlands.

Transformation: Larger transformative projects that utilize green practices to provide multiple environmental, economic, and social benefits. These projects align with larger goals of the community or region.

Please Note, no more than 2 open GIGP grants are allowed at one time. Eligible applicants may submit more than one grant application. EFC, however, reserves the right to limit GIGP funding to one grant award per applicant. Applicants must prioritize projects if submitting more than one application.

FUNDING OVERVIEW: Up to \$15 million in grants will be available for several types of grants that range in coverage from a minimum of 50% up to a maximum of 90% of total eligible project costs as estimated in the application for planning, design, and construction.

A local match for the balance of the estimated project costs is required. See below for more information on types of grants.

Funding will be provided to projects to the extent that funds are available based on the selection criteria, including the specific green practice, water quality impacts of the project, and financial need. EFC, in its sole discretion, may fund all or only a portion of an eligible project and will determine the percentage grant available to any project. The maximum grant amount for an individual GIGP award is \$3 million.

The maximum percentage grant available to a GIGP project will be determined based on the median household income (MHI) of the municipality in which the project is located and whether EFC determines the project serves, protects, or benefits an environmental justice area. Projects in municipalities that meet the following MHI criteria, or that serve, protect, or benefit an environmental justice area will be eligible to receive up to the maximum grant available for the green practice.

- Municipal MHI equal to or less than \$90,000 for communities in the Long Island, New York City and Mid-Hudson Regions.
- Municipal MHI equal to or less than \$70,000 for communities in New York State, excluding the Long Island, New York City and Mid-Hudson Regions.

All other awards would be eligible for a maximum grant up to the lesser grant available as set forth under “Funding” under each practice. If a project employs two green practice EFC will determine which maximum applies.

SELECTION CRITERIA: A project will be scored and selected based on the level to which it:

- Addresses environmental justice issues
- Establishes or restores natural features, ecology, and hydrology
- Implements measures that address climate change, including cooling the surrounding environment, mitigating urban heat islands, reducing air pollution, and reducing energy use
- Is likely to succeed based on project development at time of application
- Makes measurable improvements to or protects water quality, including applicant’s proposal for generating water quality metrics
- Leverages additional resources through removing barriers to collaboration, developing new partnerships, utilizing staff, securing other funding and investments, and/or provides workforce development
- Plans for the long-term operation, maintenance, and water quality of the project
- Provides opportunities for the applicant to facilitate the transfer of new technologies, knowledge, and practices to other water quality issues and other regions of the State
- Spurs innovation in the area of green stormwater infrastructure, energy efficiency, or water efficiency through the development and/or adoption of new technologies

EVALUATION CRITERIA:

- 15% Planning
- 10% Implementation

- 20% Environmental Impact
- 35% Environmental Benefit
- 20% REDC

EFC reserves the right to not award grant to projects that receive less than 40 points of the 100 available points.

EFC will consider regional distribution in the determination of awards, to the extent practicable.

AWARDEE REQUIREMENTS: Awardees must fulfill certain requirements to enter into a Grant Agreement with EFC, including:

- EFC Certificate for Procuring Architectural and Engineering (A/E) Services. All A/E services must be procured in accordance with 40 U.S.C 1101
- Single Audit compliance as defined in 2 CFR 200, subpart 7
- State environmental and historic preservation reviews, i.e., SEQR and SHPO
- Detailed final budget and plan of finance to show that sufficient funding has been secured
- Proof of legal right to own, operate and maintain project for the duration of its useful life
- Compliance with Minority/Women-Owned Business Enterprises (MWBE) requirements
- Compliance with Davis Bacon Wage and American Iron and Steel Requirements (Treatment Works Projects Only)

GREEN STORMWATER INFRASTRUCTURE

SUMMARY: Green stormwater infrastructure projects improve water quality by reducing and treating stormwater at its source through infiltration and/or evapotranspiration. Green stormwater infrastructure projects selected for funding go beyond offering a greener solution. Green stormwater infrastructure practices treat rainwater as a valuable resource to be harvested and used on site, or filtered and allowed to soak back into the ground, recharging our aquifers, rivers and streams. The plants used in green stormwater infrastructure help to cool our surroundings and improve air quality through the process of evapotranspiration. These green practices have multiple benefits, which include restoring habitat, protecting against flooding, providing cleaner air, and beautifying our streets to spur economic development and community revitalization.

FUNDING: The maximum percentage grant is up to 90% of eligible project costs for a green stormwater infrastructure project in a municipality that meets the MHI criteria, or that serves, protects, or benefits an environmental justice area. All other green infrastructure projects are eligible to receive up to a maximum of 75% of total eligible project costs.

ELIGIBLE APPLICANTS:

- Municipalities
- Private Entities
- State Agencies

- Soil and Water Conservation Districts

ELIGIBLE ACTIVITIES:

Regional Green Stormwater Infrastructure projects utilize green stormwater infrastructure to restore natural landscape features, such as flood plains, riparian buffers, streams, and wetlands. These natural features provide water quality benefits and enhance watersheds, while preserving wildlife and their habitat.

Local Green Stormwater Infrastructure projects are typically located in an urban environment and consist of site and neighborhood specific practices, such as bioretention, cisterns, downspout disconnections, green roofs, green walls, permeable pavements, stormwater street trees, and urban forestry programs.

Eligible projects must meet or exceed requirements identified in USEPA Green Project Reserve guidance (published in 2012).

APPLICATION REQUIREMENTS: All applicants must submit a conceptual site plan, existing conditions plan, a feasibility study, and site photographs with their Consolidated Funding Application (CFA). Minimum content requirements for the feasibility study, conceptual site plan, and existing conditions plan, are included in the CFA and can also be found at: www.efc.ny.gov/gigp

Applicants should refer to the New York State Stormwater Management Design Manual: <http://www.dec.ny.gov/chemical/29072.html> for design guidance.

INELIGIBLE ACTIVITIES/COSTS: Ineligible activities and costs include, but are not limited to, the following:

- Hardening, channelizing, or straightening streams and/or stream banks
- In-line and end-of-pipe treatment systems that only filter or detain stormwater
- Stormwater controls that have impervious or semi-impervious liners and provide no compensatory evapotranspirative or harvesting function for stormwater retention
- Stormwater conveyance systems that are not soil/vegetation based (swales) such as pipes and concrete channels
- Stormwater ponds that serve an extended detention function and/or extended filtration, including dirt-lined detention basins
- Underground stormwater control and treatment devices such as swirl concentrators, hydrodynamic separators, baffle systems for grit, trash removal/floatables, oil and grease, inflatable booms and dams for in-line underground storage and diversion of flows
- Practices implemented to comply with the requirements of the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-15-002
- Wetlands construction or restoration required as compensation (mitigation) for adverse impacts to wetlands or other environmental damage caused through construction activities
- Purchase of capital equipment such as street sweepers, sewer cleaners, and vacuum trucks
- Project costs not directly related to water quality, including asbestos abatement and site amenities, e.g., bus shelters, benches, light poles, traffic devices

ENERGY EFFICIENCY

SUMMARY: Energy Efficiency projects improve technologies and/or practices to reduce the energy consumption of water quality projects, use energy in a more efficient way, or produce/utilize renewable energy.

FUNDING: The maximum percentage grant is up to 75% of eligible project costs for an energy efficiency project in a municipality that meets the MHI criteria, or that serves, protects, or benefits an environmental justice area. All other energy efficiency projects are eligible to receive up to a maximum of 50% of total eligible project costs.

ELIGIBLE APPLICANTS: Publicly Owned Treatment Works (POTW)

ELIGIBLE ACTIVITIES:

Renewable Energy projects such as wind, solar, micro-hydroelectric, and biogas combined heat and power systems (CHP) that provide power to a POTW. POTW renewable energy projects can be located onsite or offsite. These projects include the portion of a publicly owned renewable energy project that serves the POTW's energy needs. The project must feed into the grid from which the utility draws and/or must be directly connected to the grid.

Energy Efficient Replacement projects achieve at least a 40% reduction in energy consumption through the replacement of equipment with energy efficient equipment. These projects must compare the energy used by the existing system or unit process to the proposed project. The energy used by the existing system should be based on name plate data when the system was first installed, recognizing that the old system is currently operating at a lower overall efficiency than at the time of installation. New POTW projects or capacity expansion projects should be designed to maximize energy efficiency and should select high efficiency premium motors and equipment where cost effective.

Eligible projects must meet or exceed requirements identified in USEPA Green Project Reserve guidance (published in 2012)

APPLICATION REQUIREMENTS: All applicants must submit an engineering report consistent with the DEC/EFC Engineering Report Outline, and Flex Tech report if available, with their CFA.

INELIGIBLE ACTIVITIES / COSTS: Ineligible activities and costs include, but are not limited to, the following:

- Renewable energy generation by a privately owned facility or the portion of a publicly owned renewable energy facility that does not provide energy to a POTW, either through a connection to the grid that the utility draws from and/or a direct connection to the POTW.
- Replacing a pump or other piece of equipment, because it is at the end of its useful life, with something of average efficiency.
- Facultative lagoons, even if integral to an innovative treatment process.

WATER EFFICIENCY

DESCRIPTION: Water Efficiency projects use improved technologies and/or practices to deliver equal or better services with less water. Water efficiency encompasses conservation and reuse efforts, as well as water loss reduction and prevention, to protect water resources for the future.

FUNDING: The maximum percentage grant is up to 75% of eligible project costs for a water efficiency project in a municipality that meets the MHI criteria, or that serves, protects, or benefits an environmental justice area. All other water efficiency projects are eligible to receive up to a maximum of 50% of total eligible project costs.

ELIGIBLE APPLICANTS: Municipalities

ELIGIBLE ACTIVITIES:

Water Meter Installation projects provide for the purchase and installation of water meters in previously unmetered areas. These projects can include backflow prevention devices if installed in conjunction with water meters.

Water Meter Replacement projects include the replacement of existing broken/malfunctioning water meters or upgrading existing meters with automatic meter reading systems (AMR), smart meters, meters with built in leak detection, or backflow prevention devices if installed in conjunction with water meter replacement.

Water Meter Retrofit projects add AMR capabilities or leak detection equipment to existing meters (not replacing the meter itself).

Water Reuse projects recycle gray water, condensate, and wastewater effluent to reduce potable water consumption.

Eligible projects must meet or exceed requirements identified in USEPA Green Project Reserve guidance (published in 2012)

APPLICANT REQUIREMENTS: All applicants must submit an engineering report consistent with the DEC/EFC Engineering Report Outline with their CFA.

INELIGIBLE ACTIVITIES / COSTS: Ineligible activities and costs include, but are not limited to, the following:

- Replacing drinking water distribution lines.
- Leak detection equipment for drinking water distribution systems.

ADDITIONAL RESOURCES:

For more GIGP program information, visit: <http://www.efc.ny.gov/gigp>

NYS EFC Wastewater Infrastructure Engineering Planning Grant Program

Funding Available: Up to \$2.5 Million

Description

The New York State Environmental Facilities Corporation (EFC) will offer grants to municipalities to help pay for the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects. Up to \$2.5 million has been made available for this round of the Wastewater Infrastructure Engineering Planning Grant (EPG) program.

Grants of up to \$100,000¹⁰⁰ are available to municipalities to fund engineering and planning to produce an engineering report.

The goal of the EPG program is to encourage communities to advance water quality projects to design and ultimately construction by funding the development of an engineering report so the community may be prepared to seek financing through the CWSRF program, Water Quality Improvement Project program, or other funding entities to further pursue the identified solution.

Eligible Applicants

- Municipalities as defined in the Definitions section of this document with median household income (MHI):
 - Equal to or less than \$70,000 according to the United States Census, 2017 American Community Survey for municipalities located in Regional Economic Development Council (REDC) regions of Capital District, Southern Tier, North Country, Mohawk Valley, Central NY, Finger Lakes, or Western NY; or
 - Equal to or less than \$90,000 according to the United States Census, 2017 American Community Survey for municipalities located in REDC regions of Long Island, New York City and Mid-Hudson.

A summary of the United States Census, 2017 American Community Survey MHI data can be found on the EPG page on the EFC website at www.efc.ny.gov/epg. An income survey for the service area of the project that has been approved by EFC within the past five years may be used in place of the 2017 census data.

- Municipalities may have no more than two active EPG awards at the same time. An active EPG award includes a project that has been awarded funding and is awaiting an executed grant agreement or currently has an executed grant agreement with EFC that does not have an accepted engineering report.

Eligible Activities

Funding must be used by municipalities for the preparation of an engineering report.¹⁰¹ This includes planning activities to determine the scope of water quality issues,

¹⁰⁰ See the “Grant Award Details” section of this document for details of funding amounts.

¹⁰¹ See the “Definitions” section of this document for specific information on the required contents of the engineering report.

evaluation of alternatives, and the recommendation of a capital improvement project. In addition, the costs to conduct an environmental review for the recommended alternative are eligible. Design and construction costs are not eligible.

Priority will be given to municipalities whose planning activities are:

- required by an executed DEC Order on Consent; or
- required by a NYS Department of Environmental Conservation (DEC) draft or final State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection); or
- for upgrading or replacing an existing wastewater system; or
- for constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
- addressing a pollutant of concern in a watershed implementation plan (see Definitions section).

Requirements

The report must follow EFC/DEC's current Engineering Report Outline, consider storm and flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather event)¹⁰², consider impacts on environmental justice areas, and include a comprehensive analysis of the following alternatives:

- No-action alternative
- Green infrastructure, in combination with gray infrastructure or individually, is required for projects involving stormwater, including stormwater inflow to sewer systems. A justification must be provided if a green infrastructure component is not part of the recommended alternative.
- Repair or replacement versus new construction
- Regional consolidation opportunities
- Centralized versus decentralized (for new systems), or a combination thereof (small cluster or individual systems)

Any alternatives considered technically infeasible should be identified as such and the rationale briefly discussed.

Smart Growth alternative(s) must be considered and documented in the engineering report. Find more information regarding Smart Growth at

<https://www.efc.ny.gov/smartgrowth>

Projects Affecting Water Quality in Environmental Justice (EJ) Areas

New York State demonstrates a commitment to Environmental Justice (EJ) and remedies for communities that may be burdened by negative environmental consequences. Environmental justice is defined by the State as the fair treatment and meaningful involvement of all people, regardless of race, color or income, with respect to the development, implementation and enforcement of environmental laws, regulations and policies. A report for a proposed project that positively impacts water quality in an EJ community or will positively impact drinking water quality serving an EJ

¹⁰² Must be consistent with the NYS Community Risk and Resiliency Act provisions and implementation guidance, which can be found at: <https://www.dec.ny.gov/energy/102559.html>.

community will receive points in the evaluation of an application where indicated. Maps of EJ areas in New York State are available at: <http://www.dec.ny.gov/public/9111.html>.

To qualify for EJ points, your application must include details demonstrating water quality improvement to an EJ area or to drinking water serving an EJ community - where the benefit will be provided or the area served by the drinking water source.

Ineligible Planning Activities

- Projects that would not lead to the restoration or protection of a surface waterbody or groundwater.
- Projects that do not address improvements to a publicly owned treatment works.¹⁰³
- Projects and scope that are listed on the 2021 CWSRF Intended Use Plan Annual Project Priority List.
- Projects that were previously funded by an EPG for the same scope and project area.
- Projects with a completed engineering report.

Grant Awards

There are three grant award categories, as listed below, for the planning of wastewater infrastructure projects. The first two categories are for any wastewater infrastructure-related planning activity, including disinfection. The third category is limited to inflow and infiltration evaluations as a result of a DEC Order on Consent or SPDES Permit Compliance Schedule.

Category 1 - \$30,000 Grant

- Population of Municipality: 10,000 or less according to the United States Census, 2017 American Community Survey.

Category 2 - \$50,000 Grant

- Population of Municipality: Greater than 10,000 according to the United States Census, 2017 American Community Survey.

Category 3 - \$100,000 Grant

- Only for inflow and infiltration projects as a result of an Order on Consent or SPDES Permit Compliance Schedule (proof of enforcement must be provided)
- Population of Municipality: no limit

Population data can be found on EFC's website at www.efc.ny.gov/epg.

Match

All grants require a local match equal to 20 percent of the requested grant amount. The match may include cash and/or in-kind services¹⁰⁴. Other grants may not be used for

¹⁰³ In accordance with the laws, rules and regulations governing the CWSRF, projects defined in the federal Clean Water Act, Section 212 as treatment works must be publicly owned. See the "Definitions" section of this document on what is considered an eligible publicly-owned treatment works activity.

¹⁰⁴ See the "Definitions" section of this document for specific information on what is considered in-kind services.

local match. The applicant must identify the source of the match at the time that the application is submitted.

Grant Payment

The grant will be disbursed in two or more payments based on the municipality's progress toward completion of an acceptable engineering report. The municipality will receive its first disbursement as an advance payment once the grant agreement is executed. The final disbursement will be made to the municipality when its engineering report has been completed and accepted by EFC/DEC.

Long Range Program Goals

The State encourages grant recipients to use the engineering report completed with support from an EPG grant to seek financing through the CWSRF program, Water Quality Improvement Project program, or from other funding entities to pursue the recommended solution.

Evaluation Criteria

Applications will be scored out of 100 points and selected based on criteria on the following page. A maximum of 80 points will be determined by EFC and DEC, and an additional 20 points will be determined by your Regional Economic Development Council.

Category	Points	Evaluation Criteria
Performance Measures	36	Project would address: <ul style="list-style-type: none"> a pollutant of concern in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan), CSO Long Term Control Plan or SSO plan; or the discharge of a pollutant causing the impairment to a waterbody listed in the WI/PWL segment assessment as “precluded” or “impaired”; or the upgrade of municipal systems to meet new wastewater treatment effluent disinfection requirements.
	20	Project would address the discharge of a pollutant causing the impairment of a waterbody listed in the WI/PWL segment assessment as “stressed” or “threatened”.
	10	Project would address a documented water quality impairment that is not listed in the WI/PWL segment assessment.
	5	Project is necessary to preserve or protect a surface waterbody; no impairment associated with wastewater discharges is listed in the WI/PWL segment assessment.
Strategies	22	Project is: <ul style="list-style-type: none"> required by a draft or final SPDES Permit or Order on Consent, including the preparation of a flow management plan; or is identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan).
	12	Project is for a new wastewater treatment and/or collection system to replace or upgrade an existing system, but is not required by a draft or final SPDES Permit or Consent Order. This includes regionalization projects.
	6	Project is for a new wastewater treatment and/or collection system for a currently unsewered area.
Vision	7	Project is in a formally adopted plan ¹⁰⁵ and the Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
	3	Project is in a formally adopted plan or the Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
	0	Project is not in a formally adopted plan and the Applicant has not demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
Agency Priority	10	Project is: <ul style="list-style-type: none"> required by an executed Order on Consent; or required by a draft or final SPDES permit (e.g. disinfection, nitrification, etc.); or constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Plan or DEC HABs Action Plan); or submitted by an applicant who qualifies as a hardship community in the 2021 CWSRF Intended Use Plan
	5	Project is to upgrade or replace an existing wastewater system.
	0	Project does not align with EFC and DEC priorities.
Environmental Justice	5	Project improves water quality in an Environmental Justice area or positively impact drinking water quality serving an EJ community.

¹⁰⁵ Formally adopted plans include comprehensive plans, master plans, asset management plans, local waterfront revitalization plans, and other land use planning type plans. Unacceptable plans include: annual system reports; consent orders, REDC strategies; TMDLs; TMDL implementation plans; watershed implementation plans; and watershed action agendas.

	0	Project does not improve water quality in an Environmental Justice area nor positively impact drinking water quality serving an EJ community.
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Applications will receive a final score and be ranked from highest to lowest score. Applications with the higher scores will be chosen for grants.

In case of a tie, EFC and DEC will look at individual scoring categories in the following order to determine a grant award:

1. Performance Measures
2. Strategies
3. Vision
4. Agency priorities
5. Tie breaker: date and time received

EFC and DEC will consider regional distribution in the determination of awards, to the extent practicable.

Multiple Application Submissions

If an applicant chooses to submit multiple applications for their municipality, please prioritize the applications. Please note, municipalities may only have two active EPG awards.

Successful Applicant Requirements

Documentation: Successful applicants must enter into a grant agreement to receive grant funds. The following items must be submitted to EFC/DEC prior to the execution of the grant agreement.

1. Detailed final budget and plan of finance including all third-party funding agreements, and satisfaction of the minimum 20 percent local match requirement.
2. Board resolution authorizing and obligating local match funds.
3. Board resolution for designation of an Authorized Representative for the project.
4. Board resolution declaring State Environmental Quality Review Act (SEQR) findings or determinations for the planning activities associated with this grant.
5. Executed Engineering Agreement that complies with NYS Minority/Woman-owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Business (SDVOB) Program, and Equal Employment Opportunity (EEO) requirements.

The grant agreement must be executed within 12 months of the grant award.

Definitions

Engineering Report - means the document or documents that determines the technical feasibility and estimated cost of a CWSRF eligible project. Engineering reports are prepared by a professional engineer licensed and registered to practice in New York State and must follow EFC/DEC's Engineering Report Outline. The Outline can be found on NYS EFC's Engineering Planning Grant Program webpage at: <https://www.efc.ny.gov/EPG>

In-Kind Services - means services performed by capable and qualified employees of the grant recipient for technical and administrative force accounts that are directly related to and in support of the development of the Engineering Report and are deemed reasonable by EFC.

Municipality - means any county, city, town, village, district corporation, county or town improvement district, Indian reservation wholly within New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of New York State which is empowered to construct and operate a project, or any two or more of the foregoing which are acting jointly in connection with a project.

Planning - means the orderly development of a project concept from the original statement of need or purpose through the evaluation of alternatives to a final recommendation on a course of action and measures to implement the selected alternative, including completion of the environmental review process.

Treatment Works (Publicly-Owned) –means any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances, only if they convey wastewater to a publicly owned treatment plant, and combined storm water and sanitary sewer systems.

Watershed Implementation Plan – means Total Maximum Daily Load (TMDL), DEC Harmful Algal Blooms (HABs) Action Plan (<https://www.dec.ny.gov/chemical/113733.html>), or DEC-approved Nine Element Plan (<https://www.dec.ny.gov/chemical/103264.html>).

Additional Resources

- NYS EFC/DEC engineering report guidelines: <https://www.efc.ny.gov/EPG>
- DECinfo Locator (most up to date source of WI/PWL segment assessments): <https://www.dec.ny.gov/pubs/109457.html>
- *TR-16 Guides for the Design of Wastewater Treatment Works, Latest Edition*—New England Interstate Water Pollution Control Commission: <http://neiwpcc.org/learning-center/tr-16-guides-design-wastewater-treatment-works/>

- The *New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act*:
<https://www.dec.ny.gov/energy/102559.html#Implementation>
- Potential Environmental Justice areas information and maps:
<https://www.dec.ny.gov/public/911.html>
- For more information, visit <http://www.dec.ny.gov/pubs/81196.html> or
www.epc.ny.gov/epg

Low Cost Financing

Federal Industrial Development Bond Cap

Available Funding: Up to \$300 million

DESCRIPTION:

Up to \$300 million of the 2021 statewide private activity bond allocation (“volume cap”) authority under Federal guidelines will be dedicated to facilitate lower cost tax-exempt bond financing for qualified projects by authorized State and/or local government issuers.

ELIGIBLE APPLICANTS/PROJECT TYPES:

In order to receive the benefits of a tax-exempt interest rate, private borrowers and their projects must be eligible under one of the federally-recognized private activity bond categories described in the Internal Revenue Code (IRC) sections 142-144, and 1394.

The most common economic-development related private activity bonds include:

- Industrial Development Bonds for small (\$10 million or less) manufacturing projects; and
- Exempt Facility Bonds, which cover a wide range of facilities including:
 - Airports;
 - Mass commuting facilities;
 - Qualified residential rental projects;
 - Facilities for the furnishing of local electric energy or gas;
 - Local district heating or cooling facilities; and
 - Sewage facilities and solid waste disposal facilities.

Projects must meet the eligibility requirements of the federal IRC and any laws, rules, or regulations governing the provision of financial assistance by the authorized issuer. In addition, special consideration shall be given to projects supporting Regional Economic Development Council Opportunity Agenda priorities and Downtown Revitalization Initiative projects.

Proposed projects that are part of the following initiatives will be looked upon favorably:

Downtown Revitalization Initiative and Strategic Community Investment

Priority consideration will be given to proposals which demonstrate they will advance downtown revitalization and strategic place making through transformative housing, economic development, transportation and community projects that will attract and retain residents, visitors and businesses - creating dynamic neighborhoods where tomorrow’s workforce will want to live, work, and raise a family. Projects should reflect the general principles of smart growth and sustainable development.

Improving Access to Child Care

Despite record investments in child care, many New Yorkers still struggle to access high quality child care. This issue forces families to choose between quality child care and employment or places families in the position to use unlicensed child care providers. Applicants should provide any information about their project that works to improve access to child care.

Environmental Justice

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As we transition to a greener economy, it is imperative that no subset of the population be marginalized or left behind.

Applicants should provide any information about how their project actively works to address these issues.

CONTACT/ADDITIONAL PROGRAM INFORMATION:

For more information eligible applicants should visit

<http://www.empire.state.ny.us/BusinessPrograms.html>

or contact George LaPointe at Empire State Development by calling (518) 292-5307.



**Regional Economic
Development Councils**

STAMP_ITEMNUMB

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

BRENDAN C. HUGHES
ACTING SECRETARY OF STATE

December 14, 2021

Honorable Christopher Moss
County Executive
Chemung County
400 E Church Street
Elmira, NY 14901

Dear County Executive Moss:

Thank you for applying to the Environmental Protection Fund Local Waterfront Revitalization Program through the 2021 Consolidated Funding Application. On behalf of Governor Hochul, I am pleased to inform you that funding has been awarded to Chemung County to undertake the following project(s):

- CFA #108034 - \$85,000
City of Elmira Local Waterfront Revitalization Program

In the coming weeks, staff from the NYS DOS Office of Planning, Development & Community Infrastructure will contact your office regarding the next steps in developing a contract work program, Minority and Women-owned Business Enterprise utilization goals, and other contract terms and conditions. I am pleased that the State of New York is able to assist your efforts to improve your waterfront.

If you have any questions, please send an email message with the subject line "LWRP Inquiry for CFA #108034" to opd@dos.ny.gov. If you applied for funding from other programs through the REDC Round 11 Initiative, you will receive information regarding those applications separately.

Congratulations and we look forward to working with you on this important initiative.

Sincerely,



Brendan C. Hughes
Acting Secretary of State

cc: Robert Sweet, REDC Regional Director
Kevin Meindl, Chemung County
Emma Miran, City of Elmira



**Department
of State**

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of grant funding from the New York State Department of Agriculture & Markets on behalf of the Chemung County Planning Department

Resolution #: 22-176

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing application for and acceptance of grand funding from the NYS Dept. of Ag and Markets. The existing Chemung County Agricultural and Farmland Protection Plan was adopted in 2011 by County Legislature. According to NYS Ag & Markets Law, these plans are eligible to be updated 10 years from their adoption. The importance of the plan is to create effective land use plans and programs that protect productive farmland in Chemung County and to maintain the economic viability of the state's ag industry. An update is necessary to reflect the changes in demographics, farmland pressure and economic opportunity.

We are requesting the full amount of \$50,000 to solicit consulting services. The required match of \$10,000 has been secured through Chemung County Planning, Chemung County Soil & Water Conservation District, Chemung County Farm Bureau, Chemung County Ag Promotions and CCE of Chemung. For eligibility purposes, County Planning will be applying for funding. CCE of Chemung will be the direct contact for the grant and will be responsible for managing all funding.

ATTACHMENTS:

File Name	Description	Type	Upload Date
GO_5002042_fupGOFullPDFUpload_(1).pdf	Requests for Applications	Cover Memo	3/3/2022

STAMP_ITEMNUMB



RFA0262 - REQUEST FOR APPLICATIONS

for State Assistance Payments for

County Agricultural and Farmland Protection Planning Grants

Open Enrollment as of

January 2022

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1 INTRODUCTION

The New York State Department of Agriculture and Markets (the Department) invites applications for financial assistance in the development of County Agricultural and Farmland Protection Plans.

1.1 Purpose/ Overview

Article 25-AAA of the Agriculture and Markets Law (AML) authorizes the Commissioner to maintain a state agricultural and farmland protection program to provide financial and technical assistance, within funds available, to assist counties and municipalities in developing agricultural and farmland protection plans and to assist both in the implementation of such plans. The purpose of these programs is to fund local initiatives that are intended to maintain the economic viability of the State's agricultural industry and its supporting land base and to protect the environmental and landscape preservation values associated with agriculture.

1.2 Important Dates

Release Request for Applications (RFA)	January 2022
Deadline for Questions	Open
Final Questions and Answers Posted	Continual
Deadline for Proposals	Open
Announcement and Award of Grants	Biannually beginning 04/01/2022

1.3 Questions and Answers

Prospective applicants with questions concerning this RFA should submit those questions to:

Jeff Kehoe
New York State Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235
(518) 457-4626
Fax: (518) 457-3412
jeffrey.kehoe@agriculture.ny.gov

Questions must be submitted in writing or by email. Applicants should note that all clarifications are to be resolved prior to the submission of a proposal. A list of questions about the program and answers to those questions, as well as any changes, additions or deletions to the RFA, will be posted in the "Funding Opportunities" section of the Department's website, under the heading: County Agricultural and Farmland Protection Planning Grant. If you are unable to access the web site, please contact Mr. Kehoe to arrange for alternate delivery. All questions and answers shall become a formal

addendum to the RFA. Applicants are urged to check the Department's website frequently for notices of any changes, additions or deletions to the RFA at: <https://www.agriculture.ny.gov/RFPS.html>.

1.4 Project Funding

For this funding cycle, the Department has allocated \$600,000 from the Environmental Protection Fund for Agricultural and Farmland Protection Planning Grants. Maximum funding available to a county to develop a new or updated county agricultural and farmland protection plan is set at \$50,000 or \$100,000 for two counties applying jointly.

1.5 Project Duration

Projects should be completed within eighteen (18) months of contract approval.

2 ELIGIBILITY

2.1 Applicant Eligibility

Any New York county that has established an agricultural and farmland protection board and has not already prepared an agricultural and farmland protection plan that has been approved by the Commissioner is eligible to apply for funding under this RFA.

A county which has an agricultural and farmland protection plan that has been approved by the Commissioner may apply for funding under this RFA for planning activities related to the updating of their current plan or development of a new plan if it has been at least 120 months (10 Years) from the date of such approval.

For either type of application, two eligible counties may apply jointly. If applying jointly, one county must be designated as the lead county for contract purposes.

2.2 Project Eligibility

Projects involving agricultural and farmland protection planning activities that result in the creation of a new county agricultural and farmland protection plan or the revision of a previously approved plan are eligible for funding.

Please see Appendix 1 of this RFA, which details the required elements of a county agricultural and farmland protection plan; the planning and approval process; and the plan review process.

2.3 Eligible Costs

Funds distributed pursuant to this RFA may be used for any of the following purposes directly related to the completion of a county agricultural and farmland protection plan:

- personal services, including fringe benefits for professional, secretarial, and legal services related directly to the development of the plan;
- consultant services (professional, technical, operational);

- travel (at State government rates);
- conducting public hearings;
- expendable supplies;
- printing;
- and communication.

Please note: Costs incurred prior to the award of funding by the Department are not eligible for reimbursement.

2.4 Match Requirements

Counties must provide a fifty percent (50%) match of cash or in-kind services. A minimum of twenty percent (20%) of that match must be cash (see Sample Project Budget below). Cash and in-kind match must be for items that are eligible cost categories and may be provided by the applicant or other supporters of the project. In-kind service also includes compensated labor, materials or equipment. The cost of preparing applications, project costs incurred prior to the announcement of awards, indirect and overhead, and other New York State Funds may not be considered as an applicant match.

Please note: Applicants must attach documentation, such as a resolution from the County legislative body or letter from an authorized County official, obligating the cash match.

2.5 Sample Project Budget (see Application Instructions for budgeting details)

Eligible Costs	State Contribution	Cash/ In-Kind* Contributions		Total Project Cost
		Cash	In-Kind	
Staff Services			\$ 25,000	\$25,000
Consultant Services	\$50,000	\$10,000		\$60,000
Expendable Supplies			\$ 5,000	\$ 5,000
Printing			\$ 5,000	\$ 5,000
Communication			\$ 5,000	\$ 5,000
Travel				
Other				
Totals	\$50,000	\$10,000	\$40,000	\$100,000

3. PROPOSAL FORMAT

3.1 Grants Gateway

All applications must be submitted online through the Grants Gateway at <https://grantsgateway.ny.gov>. See Appendix 2 of this RFA for an outline of the information that must be provided in an application submitted through Grants Gateway.

An application will not be deemed complete by the Department until all requested information is provided through the Grants Gateway, including a letter from the chair of the County legislative body authorizing submission of the application.

3.2 Grants Gateway Registration

New York State vendors must register in the Grants Gateway and establish users in the system. To start this process, go to the New York State Grants Management website at <https://grantsmanagement.ny.gov/>, “Register Your Organization” to view your options.

If your County is not registered, please do so immediately. New York State Grants Management reserves 5-10 business days from the receipt of complete materials to process a registration request.

4. APPLICATION REVIEW AND APPROVAL

4.1 Application Review Criteria

All applications will be reviewed for eligibility and completeness. The Commissioner, in consultation with the Advisory Council on Agriculture, will determine whether an application shall receive funding within 90 days from the receipt of a complete application. The following criteria will be used by the Commissioner in determining approval of applications:

- the responsiveness of the grant application to the analytical factors required under AML §324;
- the degree to which the need for agricultural protection by the County is substantiated by facts and trends;
- the adequacy of the plan of work (e.g., does it relate to the needs identified, is it logically constructed, and can it be accomplished within the timeframe predicted);
- the qualifications of the principals who will be developing the plan;
- the reasonableness of the estimated cost of developing the plan versus the work to be performed;
- overall compliance with procedural requirements of Article 25-AAA of the Agriculture and Markets Law; and
- the completeness of the application.

4.2 Funding Approval

Awards will be made on a biannual basis beginning April 1, 2022. Priority for funding will be determined by the date an application is determined eligible and complete. If available funding for projects is exhausted in the current fiscal year, complete applications will be held in order of receipt by the Department for award in the next fiscal year, subject to the availability of funding.

The Commissioner may negotiate the amount of funds awarded versus funds requested. The standard for determining the amount of funds awarded is the extent to which the application meets the criteria set forth in section 4.1 above, as well as mutually acceptable modifications to the application and /or plan of work, and the availability of funds in relation to the number of eligible applications received.

Awarded applicants must comply with all applicable federal, State and local laws, rules and regulations for funding to be awarded. Evidence of such compliance may be required.

5. CONTRACTS, PAYMENT AND REPORTING

5.1 Contracts

A contract defining all terms and conditions and responsibilities of the successful applicant shall be developed by the Department after funds have been awarded. The contract will incorporate the plan of work and budget approved by the Department, among its provisions.

Upon agreement by the awardee and the Department to the provisions of the contract, it will be submitted for approval to the Attorney General of the State of New York and the Comptroller of the State of New York.

5.2 New York State Master Contract

New York State has developed a "Master Contract" containing standard clauses required in all State Contracts. The Master Contract will be executed for all projects awarded under the Agricultural and Farmland Protection Planning Grant Program, and applicants are responsible for complying with the terms and conditions contained therein.

5.3 Payment Requirements

Once the contract has been fully executed, State funds will be disbursed on a reimbursement basis subject to submission of quarterly progress reports except for an initial advance of up to twenty-five percent (25%) of the total State award, if requested, at the discretion of the Department. The Department will retain ten percent (10%) of the budget amount to be disbursed to the contractor upon approval of the plan by the Commissioner.

Payment to the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary state procedures and practices. The Contractor shall comply with the State Comptroller of New York's procedures to authorize electronic payments.

Contractor acknowledges that it will not receive payment on any Claim for Payment Form submitted under this agreement if it does not comply with the State Comptroller of New York's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5.4 Reporting Requirements

The Department will monitor contract performance. An interim progress report that summarizes the work completed on the project shall be submitted on a quarterly basis. A completed County Agricultural and Farmland Protection Plan and a final report must be submitted no later than sixty (60) days after the contract end-date. The final report must include a detailed description of the work completed under the contract, and a description of any problems encountered which affected completion of the project. The Department reserves the right to conduct a follow-up survey of funded projects to determine progress in addressing identified protection strategies.

5.5 Workers' Compensation and Disability Insurance Requirements

New York State Workers' Compensation Law §57 and §220 require that the Department not enter into a contract unless proof of Workers' Compensation and Disability Insurance in a form satisfactory to the New York State Workers' Compensation Board has been secured. Recipients of grants under this RFA will be required to produce proof of Workers' Compensation and Disability Insurance in a form satisfactory to the New York State Workers' Compensation Board prior to the execution of the contract.

Please visit the New York State Workers' Compensation Board website, www.wcb.ny.gov for more information. You may contact the Board's Bureau of Compliance with any questions related to workers' compensation or disability insurance at (866) 298-7830.

6. CONSIDERATIONS

6.1 Liability

The Department shall not be held liable for any costs incurred by any party for work performed in the preparation of and production of an application or for any work performed prior to the formal execution of a contract.

6.2 Freedom of Information

All applications submitted and all related contracts and reports may be subject to disclosure under the Freedom of Information Law.

6.3 Reserved Rights

The Department reserves the right to:

- reject any or all applications received with respect to this RFA;
- waive or modify minor irregularities in applications received;
- utilize any or all ideas submitted in the applications received unless those ideas are covered by legal patent or proprietary rights;

- request from an applicant additional information as deemed necessary to more fully evaluate its application;
- amend the program's specifications after their release, with appropriate written notice to all potential applicants by posting amendments on the Department web site (www.agriculture.ny.gov) with the RFA;
- select only certain portions of applications for State funding;
- make all final decisions with respect to the amount of State funding and the timing of payments to be provided to an applicant; and
- negotiate the terms of the budget.

All applications submitted in response to this RFA will become the property of the New York State Department of Agriculture and Markets.

APPENDIX 1
COUNTY AGRICULTURAL AND FARMLAND PROTECTION
PLAN REQUIREMENTS

Pursuant to § 324 of the Agriculture and Markets Law and § 390.3 of Title 1 of the New York Codes, Rules and Regulations the following guidelines set forth the requirements for county agricultural and farmland protection plans, and the procedures for the development and approval of such plans.

(a) Required Elements of a Plan.

County agricultural and farmland protection boards may develop agricultural and farmland protection plans, in cooperation and consultation with the county's soil and water conservation district and the U.S.D.A., Natural Resources Conservation Service. The boards may cooperate and consult with other interested parties, such as municipalities, cooperative extension services, planning organizations, private land trusts, farm organizations, and civic and citizen organizations, in developing plans. The plans shall include at least the following elements:

- (1) a statement of the county's goal(s) with respect to agricultural and farmland protection (e.g., to stabilize or enhance the agricultural economy of the county; preserve open space; abate land conversion pressure; maintain community goals with respect to development and growth; and protect natural resources such as air quality, watersheds, aquifers or wildlife habitats);
- (2) an identification of the general location of any lands or areas that are proposed to be protected (e.g., the whole county, all agricultural district lands within the county, farms or farmlands in particular sections of the county). Specific tracts of land or farms need not be identified. Maps are not mandatory but may be used at the discretion of the board to illustrate strategies or to explain the plan more completely;
- (3) an analysis of the lands or areas to be protected, such as their value to the agricultural economy of the county, their open space value, the level of conversion pressure being experienced, and the consequences of possible conversion;
- (4) a description of the activities, programs and strategies, including efforts to support the successful transfer of agricultural land from existing owners to new owners and operators, especially new and beginning farmers, intended to be used by the county to promote the maintenance of lands in active agricultural use and to implement the plan, including how the program will be financed, which may include but not be limited to revisions to the county's comprehensive plan pursuant to § 239-d or § 239-i of the general municipal law; and
- (5) a description or identification of other county and municipal planning and land use programs, if any, such as economic development, zoning and comprehensive land use planning, which may be shown to complement and be consistent with, the county agricultural protection plan, as well as identification of any county and municipal plans, policies or objectives which are inconsistent with or conflict with the plan.

(b) Planning and approval process.

In developing an agricultural and farmland protection plan, the board and the county legislative body shall follow the planning and approval process in sequence as follows:

- (1) the county agricultural and farmland protection board shall conduct at least one public hearing to solicit citizen views and recommendations;

(2) the board shall undertake specific efforts to involve members of the farm community in the planning process, and to assure that the final plan is made available to the farm community for comment before it is approved;

(3) the county agricultural and farmland protection board shall consult with the department throughout the planning process;

(4) the county agricultural and farmland protection board shall submit the proposed plan to the county legislative body for approval;

(5) if the county legislative body approves the plan, its approval should be documented by a resolution;

(6) plans of work must be completed within 18 months to be eligible for State matching grants under this program, unless said period is extended by written agreement between the county and the department; however, the county legislative body need not approve the final plan within 18 months; and

(7) the county legislative body shall submit the plan to the commissioner for approval. The commissioner shall act upon the plan within 45 days of receipt of the document and notify the county legislative body of the plan's approval or disapproval. A copy of the commissioner's decision shall be sent to the chair of the county agricultural and farmland protection board.

(c) Plan review process.

The following criteria shall be used by the commissioner to determine the acceptability of a county agricultural and farmland protection plan:

(1) the consistency of the plan with State agricultural and farmland protection plans, policies and objectives; State environmental plans, policies, and objectives; and State comprehensive plans, policies, and objectives;

(2) the consistency of the plan with county and municipal plans, policies, and objectives which the plan could affect;

(3) the practicality of the plan (*i.e.*, the extent to which it can reasonably be expected to meet the identified county goal(s) for agricultural and farmland protection);

(4) the extent to which the plan satisfies the analytical factors addressed under section 324 of the Agriculture and Markets Law;

(5) the adequacy of substantiating data, information, and facts;

(6) the cost implications of the protection measures identified in the plan (*i.e.*, what can be accomplished recognizing limited State/local funding mechanisms in view of the public benefit to be derived from protection of agriculture and agricultural lands); and

(7) whether the county legislative body has approved the plan.

APPENDIX 2

APPLICATION REQUIREMENTS

(Pursuant to New York Codes Rules and Regulations 390.5(b))

The following information must be provided in the online application found at [Grants Gateway](#). Please refer to the [Application Instructions](#) and the [Frequently Asked Questions](#) for additional resources.

- 1a. Provide the full name, address, phone number and email for the County Legislative Chair.
- 1b. Provide the full name, address, phone number and email for the Principal Contact for this proposal.
- 1c. Provide full name, address, phone number and email for the County Agricultural and Farmland Protection Board Chair.
2. Briefly summarize the trends and conditions in the county that warrant agricultural and farmland protection measures.
3. Provide a brief description of the agricultural setting in the county including:
 - i. the approximate number and types of farms within the subject area of the plan;
 - ii. the prospects for farm viability in the county; and
 - iii. other indications of the economic condition and importance of agriculture to the county.
4. Upload a detailed description of the plan of work to be followed in developing the plan;
5. Provide a timetable for accomplishing each of the objectives in the plan of work;
6. Provide the qualifications of the principals who will be developing the plan including experience in developing agricultural protection sections of comprehensive plans and land use regulations.
7. Briefly describe the in-kind services to be used for up to 80% of the required match.
8. Upload evidence of availability of matching funds. *If you have multiple documents, please scan into a single PDF to upload.* Acceptable documentation includes a copy of a resolution, a copy of a portion of the county budget demonstrating that matching funds have been earmarked for such activities, a letter from the county executive stating that the county has appropriated matching funds, or a copy of the letter(s) from an external granting agency that funding is provided to the county, or its agent for the development of the plan.
9. Upload a letter from the chair of the County legislative body authorizing submission of this application.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing acceptance of New York State Water Quality Improvement Project grant funding on behalf of the Chemung County Sewer Districts

Resolution #: 22-177

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing application for and acceptance of NYS Water Quality Improvement Project (WQIP) grant on behalf of the Chemung County Sewer Districts.

The Chemung County Sewer District have been notified by the NYS Dept. of Environmental Conservation of a WQIP grant aware of up to \$10,000,000 to be used for the Wastewater Treatment Plant Consolidation Project. This grant will be used towards construction costs to consolidate the two existing treatment plants. CCSD requests authorization to accept this grant award.

ATTACHMENTS:

File Name	Description	Type	Upload Date
WQIP_grant_award_letter.pdf	WQIP Grant Award Letter	Cover Memo	3/7/2022

STAMP_ITEMNUMB

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

JAN 11 2022

Ms. Ali Rennie
Project Manager
Chemung County
600 Milton Street
Elmira, NY 14904

Re: Water Quality Improvement Project Number #107554
Chemung County Sewer Districts Wastewater Treatment Plant Consolidation

Dear Ms. Rennie:

In 2011, New York State launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After ten successful rounds, the 2021 CFA made over \$750 million in economic development resources available from over thirty programs across ten state agencies. The agencies' programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. The New York State Department of Environmental Conservation (DEC) is proud to have made over \$270 million available in this year's CFA for the Water Quality Improvement Project (WQIP) program.

We are pleased to inform you that the Chemung County Sewer Districts Wastewater Treatment Plant Consolidation Project has been selected to receive up to \$10,000,000 through the WQIP program. If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

The Office of State Comptroller (OSC) must approve DEC's documentation of the project solicitation and review process before we can begin the steps to execute a contract with you. When we receive OSC's approval, we will provide additional information to you that will assist you in getting a contract in place. Upon receipt of this additional information, DEC and OSC expect that contracts will be executed within 90-120 days. Contracts for WQIP projects will be completed through the NYS Grants Gateway (<https://grantsgateway.ny.gov/>).

Several steps must be completed by your organization to meet this timeframe. We recommend visiting the Grants Management website at: <https://grantsmanagement.ny.gov/resources-grant-applicants> to become familiar with the Grants Gateway and the contracting process.

To get a head start on the contracting process, we suggest that you download the work plan and budget documents from the DEC website (<http://www.dec.ny.gov/pubs/101565.html>) and begin drafting work plan and budget information to later enter into the Grants Gateway. The earliest contract start date for this round of WQIP projects (other than Aquatic Connectivity Restoration and Land Acquisition for Source Water Protection projects) is May 10, 2021. For Aquatic Connectivity Restoration projects, the earliest start date is April 29, 2020. For Land Acquisition for Source Water Protection projects, the earliest start date is August 1, 2019.

Please note that the work plan and budget for the contract must be consistent with your application. However, any costs/activities in your application that are ineligible (as listed by project type in the 2021 WQIP Program Overview) should not be included. Ineligible costs will not be reimbursed, which may impact your actual funding amount. The 2021 WQIP Program Overview can be viewed at https://www.dec.ny.gov/docs/water_pdf/wqip21rfa.pdf

We look forward to working with you on this important water quality project. If you have any questions about your award, please contact the WQIP program staff at user.water@dec.ny.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Basil Seggos', with a stylized flourish at the end.

Basil Seggos
Commissioner



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing transfers and appropriations by the County Executive

Resolution #: 22-178

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

See attached

ATTACHMENTS:

File Name	Description	Type	Upload Date
Transfers_and_Appropriations_-_April_2022.pdf	Transfers and appropriations	Cover Memo	3/29/2022

STAMP_ITEMNUMB

Mr. Dave Manchester, Chairman
Chemung County Legislature
203 Lake Street
Elmira, NY 14901

Received

MAR 28 2022

CC Legislature

March 25, 2022,

Dear Dave,

Please consider the attached budget modifications for 2021 and 2022 at the April 4, Budget Committee meeting.

Please note 8 items pertain to 2022 and 10 items pertain to 2021.

The Regular Contingency balance after the meeting will be as follows:

2022-\$515,090

2021-\$134,519

Please contact me with any questions.

Sincerely,



Steven Hoover

2024

STAMP ITEM NUM

3/12/2022

Account Name

Legal and Accounting

Telephone

Network

New Account:

Yes

No x

X

ate

X

Date:

$$\frac{5}{2} \overline{) 22}$$

Executive/Dep. Co. Exec.

Date: 3/3/22

Date: 3-28-22

Budget Committee:

Res. No. & Date:

EMNU

STAMP_ITEMNU

3/14/2022

Amount

Household Hazardous Waste

3,694.00

Utilities Electric	1,394.00
--------------------	----------

Contracts 1,493.00

Utilities Gas	773.00
---------------	--------

Utilities Electric	1,394.00
--------------------	----------

Uniforms	21.00
----------	-------

Bond Interest	13.00
----------------------	--------------

3,694.00

To provide funds to cover Solid Waste budget shortages in 2021

Yes _____ No x

X

X

Solution

54



Date: 3/15/22

John

Budget Committee

Res. No & Date:

Chemung County
Budget Transfer Request

Revised 2/28/2022

Complete this form in TRIPLICATE and submit it to the Budget Office.
You will be notified of the action taken.

2021

Department Requesting Transfer: Social Services Date: 12/31/21

Fund	Department	Sub Department	Account	Sub Account	Account Name	Amount
From	10	6010	0200	50443	2007 Rec Exp / Inst Out County	\$227,520.00
	10	6010	0200	50408	CFS Contracts	\$56,124.00
	10	6010	2000	50508	01 Admin IT Software Maint	\$45,060.00
To	10	6010	0200	50443	2003 Rec Exp / Glove HS Group	\$134,398.00
	10	6010	0200	50443	2010 Rec Exp / Handicapped	\$93,122.00
	10	6010	2000	50408	Admin Contracts	\$56,124.00
	10	6010	2000	50507	Admin Software Licenses	\$45,060.00

New Account: Yes ☐ No ☒

Reason for Transfer: Year-end entry to shift unexpended budgeted funds to accounts that are overspent.

Signature of Department Head: 

Action Taken:

- Request Approved ☐
Transfer Forwarded To Budget, Date ☐
Request Forwarded For Board Resolution ☐
Further Clarification Required ☐
Request Not Approved ☐

Budget Director: SLA

Date: 01/20/22 Executive/Dep. Co. Exec.:

Date: 3/2/22

Chairman of the Legis.: John

Date: 3-24-23 Budget Committee:

Res. No & Date: ☐

**Complete this form in TRIPLICATE and submit it to the Budget Office.
You will be notified of the action taken.**

3/14/2022

2021

Amount

179.00

179.00

To provide appropriation from Contingency to cover Personnel Department's overall unfavorable department budget variance.

Yes **No x**

X

✕

Request Not Approved

Date: 3/15/22

Res. No & Date:

Chemung County Budget Adjustment Request

Complete this form in TRIPPLICATE and submit it to the Budget Office.
You will be notified of the action taken.

2021
STAMP

Department Requesting Transfer: _____ Budget: _____ Date: 3/3/2022

Fund	Department	Sub Department	Account	Sub Account	Account Name	Amount
Transfer from	<u>5 0</u>	<u>6 0 1 7</u>	<u>8 4 6 0</u>	<u>5 0 8 0 2</u>	Nursing Facility Retirement	496,880.00
Transfer To	<u>5 0</u>	<u>6 0 1 7</u>	<u>9 5 2 3</u>	<u>5 0 9 0 0</u>	Transfer to General Fund	496,880.00
Increase Revenue	<u>1 0</u>	<u>0 0 0 0</u>	<u>0 0 0 0</u>	<u>4 2 8 1 4</u>	Transfer from Nursing Facility	496,880.00
Transfer Approp	<u>1 0</u>	<u>1 1 6 5</u>		<u>5 0 8 0 2</u>	District Attorney	12,096.00
Transfer Approp	<u>1 0</u>	<u>4 0 1 0</u>	<u>4 0 1 0</u>	<u>5 0 8 0 2</u>	Retirement-Public Health	50,519.00
Transfer Approp	<u>1 0</u>	<u>3 1 2 0</u>	<u>3 1 1 0</u>	<u>5 0 8 0 2</u>	Retirement-Sheriff	222,057.00
Transfer Approp	<u>1 0</u>	<u>3 1 2 0</u>	<u>3 1 5 0</u>	<u>5 0 8 0 2</u>	Retirement-Jail	155,984.00
Transfer Approp	<u>1 0</u>	<u>3 1 4 0</u>	<u>3 1 4 0</u>	<u>5 0 8 0 2</u>	Retirement-Probation	56,224.00
					Subtotal	496,880.00

New Account: Yes _____ No x

Reason for Transfer: Retirement accounts within the DA, Public Health and Law Enforcement accounts were underbudgeted by \$496,880. Due to the fact that the Nursing Facility was unable to attract candidates for multiple budgeted vacancies retirement appropriation is available because payroll was not incurred.

Signature of Department Head: _____

Action Taken:

- ☒ Request Approved
- ☐ Transfer Forwarded to Budget, Date _____
- ☒ Request Forwarded for Board Resolution
- ☐ Further Clarification Required
- ☐ Request Not Approved

Budget Director: _____

Date: 3/3/22 Executive/Dep. Co. Exec: _____ Date: _____

Chairman of the Legis.: _____

Date: 3-28-22 Budget Committee: _____ Res. No & Date: _____



Thursday, March 10, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Transfer

Fiscal Year of Action

2021

Requesting Department

Public Works

Department Head's Email

aavery@chemungcountyny.gov

Submitter's Email

kseymour@chemungcountyny.gov

Control Number

BR2022-0036

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Thursday, March 24, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Thursday, March 24, 2022
 Matthew N Fogarty mfogarty@chemungcou nty.gov	<input type="button" value="Approve"/>	Thursday, March 10, 2022

DM 3-28-22



Thursday, March 10, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Transfer & Adjustment

Fiscal Year of Action

2021

Requesting Department

Public Works

Department Head's Email

aavery@chemungcountyny.gov

Submitter's Email

kseymour@chemungcountyny.gov

Control Number

BR2022-0040

Transfer

Adjustment

Transfer

From:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
21	5130	0	50418			Gasoline, Fuel & Oil	3900
21	5130	0	50406.33			Maintenance/Equipment	6599

To:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
21	5130	0	50417			Uniform, Clothing, Shoes	1187
21	5130	0	50419			Insurance, Liability	6736
21	5130	0	50427			Laundry, Dry Cleaning	690
21	5130	0	5130			Medical/Physicals	1886

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	21	0	0	42822			Rentals of Equipment	4662

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	21	5130	0	50419			Insurance, Liability	4662

New Account

No

Reason

To provide appropriation to overspent accounts within the Road Machinery Fund for 2021.

Submitter Name

Kim Seymour

By checking this box you attest that the department head has approved this budget action

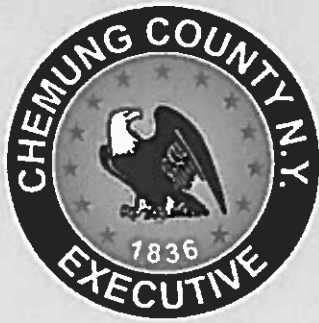
I attest

Approval Activity History

Approvers	Approver Actions	Date
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.gov	Thursday, March 17, 2022
 Christopher Moss cmoss@chemungcountyny.gov	<input type="button" value="Approve"/>	Thursday, March 17, 2022
 Matthew N Fogarty mfogarty@chemungcountyny.gov	<input type="button" value="Approve"/>	Thursday, March 10, 2022

John

3-28-22



Tuesday, March 1, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Adjustment

Fiscal Year of Action

2021

Requesting Department

Health Department

Department Head's Email

kmwieder@chemungcountyny.gov

Submitter's Email

kmwieder@chemungcountyny.gov

Control Number

BR2022-0022

Transfer

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	10	4010	4010	44000			FA Federal Grants	176138.00

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	10	4010	4010	50100			Payroll Regular	145618
Increase	10	4010	4010	50100	02		Payroll OT	30520

Transfer

Adjustment

New Account

No

Reason

FEMA Funds to cover temporary COVID staffing.

File Upload



2021 FEMA BT.pdf

Submitter Name

Kyle Wieder

By checking this box you attest that the department head has approved this budget action

I attest

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Thursday, March 17, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Thursday, March 17, 2022
 Matthew N Fogarty mfogarty@chemungcou ntyny.gov	<input type="button" value="Approve"/>	Tuesday, March 1, 2022

DM

3-28-22



Wednesday, February 9, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Adjustment

Fiscal Year of Action

2021

Requesting Department

Health Department

Department Head's Email

pbuzzetti@chemungcountyny.gov

Submitter's Email

kmwieder@chemungcountyny.gov

Control Number

BR2022-0007

STAMP_ITEMNU

Transfer

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Decrease	10	1990	1990	50408			Contingency	126705.00

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Increase	10	4010	4013	50403			Supplies	437.00
Increase	10	4010	4013	50408			Contracts	3980.00
Increase	10	4010	4013	50438			Autopsies	104016.00
Increase	10	4010	4013	50439			Ambulance Services	18272.00

Transfer

Adjustment

New Account

No

Reason

Death count for 2020-2021 (400/yr average) are averaging about 100 cases higher a year than 2017-2019 (300/yr average). Each case costs us \$1,600 - \$2,000 each as well as other increased expenses due to COVID.

Submitter Name

Kyle Wieder

By checking this box you attest that the department head has approved this budget action

I attest

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Thursday, March 17, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Thursday, March 17, 2022
 Matthew N Fogarty mfogarty@chemungcou ntyny.gov	<input type="button" value="Approve"/>	Wednesday, February 23, 2022

Offm

3-28-22

Chemung County Budget Adjustment Request

Complete this form in TRIPPLICATE and submit it to the Budget Office.
You will be notified of the action taken.

2021
STAMP

Department Requesting Transfer: _____ Central Storeroom _____ Date: 3/1/2022

Fund	Department	Sub Department	Account	Sub Account	Account Name	Amount
Increase Revenue	<u>1 0</u>	<u>1 3 4 5</u>	<u>1 3 4 6</u>	<u>4 4 0 0 0</u>	Federal Grants-FEMA	58,789.00
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
Increase Approp	<u>1 0</u>	<u>1 3 4 5</u>	<u>1 3 4 6</u>	<u>5 0 4 0 3</u>	Supplies	58,789.00
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____

Reason for Transfer: _____ To provide appropriation for purchase of COVID supplies that will be reimbursed by _____
FEMA.

Signature of Department Head: _____

Action Taken: _____ x
Request Approved
Transfer Forwarded to Budget, Date _____
Request Forwarded for Board Resolution
Further Clarification Required
Request Not Approved

Budget Director: DA Date: 3/1/22 Executive/Dep. Co. Exec.: _____ Date: 3/1/22
Chairman of the Legis.: DA Date: 3-28-22 Budget Committee: _____ Res. No & Date: _____

2021 EMNU

STAMP_ID: EMNU

3/14/2022

Account Name

Community College chargeback

76,340.00

College Tuition

76,340.00

Yes **No x**

Source of funds is

X

ate

Solution

C

10

2015/12

Budget Committee:

Res. No & Date



Thursday, March 17, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Transfer

Fiscal Year of Action

2022

Requesting Department

Buildings and Grounds

Department Head's Email

dbishop@chemungcountyny.gov

Submitter's Email

acavaluzzi@chemungcountyny.gov

Control Number

BR2022-0047

Transfer

From:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	1620	0	50406	34		Maintenance/Building	652.00

To:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	7110	7110	50202			Equip over \$999.99	652.00

Adjustment

Transfer

Adjustment

New Account

No

Reason

Equipment request for John Deere mower was projected at 9500, price has increased in 2022. Old quote and new quote attached.

File Upload



John Deere Aug 21 Quote.pdf



John Deere March 22 Quote.pdf

Submitter Name

Angela Cavaluzzi

By checking this box you attest that the department head has approved this budget action

I attest

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Friday, March 18, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Friday, March 18, 2022
 Matthew N Fogarty mfogarty@chemungcou ntyny.gov	<input type="button" value="Approve"/>	Friday, March 18, 2022

DSN

3-28-22

Submission Date
Mar 3, 2022 10:08 AM

Type of Transaction
Transfer

Fiscal Year of Action
2022

Requesting Department
Nursing Facility

Department Head's Email
[redacted]

Submitter's Email
[redacted]

Control Number
BR022-0023

From

New Account

Reason

File Upload

Submitter Name
[redacted]

By checking this box you attest that the department head has approved this budget action

Meaghan Rose

Matthew N Fogarty
Approved

1st Review Step
Approved

Christopher Moss
Approved

Courtney Evans, MD
Approved

3-28-22

Nursing Facility

Item	Change Price	Buy Description	Account	Buy Description	Price Code	Account Name	Account Number
50	607	8310	50202			Equipment	12900
50	607	8350	50403			Supplies	3140
50	607	7200	50434	75		Medical Supplies	9760

In response to new equipment location guidelines per the County Executive's Office, allocating budgeted 2022 equipment and/or supplies to their correct account.

Equipment Transfer.pdf



Download



Wednesday, March 23, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Transfer

Fiscal Year of Action

2022

Requesting Department

Sheriff

Department Head's Email

wschrom@chemungcountyny.com

Submitter's Email

mroberts@chemungcountyny.com

Control Number

BR2022-0051

Transfer

From:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	1990	1990	50408			Contingency	42488

To:

Fund	Department	Sub Department	Account	Sub Account (.)	Proj. Code	Account Name	Amount (Whole \$)
10	3120	3110	50202			Equipment	42488

Adjustment

Transfer

Adjustment

New Account

No

Reason

2019 SLETPP grant to establish a terrorism intelligence early warning system center or task force. Revenue was included in the 2022 approved budget, however, equipment appropriation was not included.

File Upload



Major Police Supply LPR Grant.pdf



Xerox Scan_03232022085058.pdf

Submitter Name


McKenzie Roberts

By checking this box you attest that the department head has approved this budget action

I attest

STAMP_ITEMNU

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Wednesday, March 23, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Wednesday, March 23, 2022
 Matthew N Fogarty mfogarty@chemungcou ntyyny.gov	<input type="button" value="Approve"/>	Wednesday, March 23, 2022

MSM

3-28-22



Tuesday, March 1, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Transfer

Fiscal Year of Action

2022

Requesting Department

Information Technology

Department Head's Email

adowd@chemungcountyny.gov

Control Number

BR2022-0021

STAMP_ITEMNU

Transfer

From:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	1990	1990	50408			Contingency	105000

To:

Fund	Department	Sub Department	Account	Sub Account (.)	Proj. Code	Account Name	Amount (Whole \$)
10	1680	1680	50419			Insurance, Liability	105000

Adjustment

Transfer

Adjustment

New Account

No

Reason

Cyber Insurance premium increased dramatically at our renewal in September 2021. It was determined at that time to pay for the policy on a month to month basis until such a time that all requirements for a reduced premium could be met. The 2022 budget was planned at the same premium cost as years previous and does not account for the sharp increase.




Submitter Name

Aaron Dowd

By checking this box you attest that the department head has approved this budget action

I attest

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Thursday, March 17, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Thursday, March 17, 2022
 Matthew N Fogarty mfogarty@chemungcou ntyyny.gov	<input type="button" value="Approve"/>	Tuesday, March 1, 2022

Ofm

3-28-22



Thursday, February 17, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Adjustment

Fiscal Year of Action

2022

Requesting Department

Sheriff

Department Head's Email

wschrom@chemungcountyny.gov

Submitter's Email

lpalmer-jacobus@chemungcountyny.gov

Control Number

BR2022-0018

STAMP_ITEMNU

Transfer

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Increase	10	3120	3110	42680			INSURANCE REIMB	1270.00

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Increase	10	3120	3110	50202			EQUIPMENT	1270

Transfer

Adjustment

New Account

No

Reason

INSURANCE REIMBURSEMENT FOR DAMAGED TASER (DEPUTY PIROZZOLO) IN 2020. ATTACHED IS AN OUTDATED QUOTE. A NEW QUOTE HAS BEEN REQUESTED

File Upload



2020 TASER QUOTE.pdf

Submitter Name

Laura Jacobus

By checking this box you attest that the department head has approved this budget action

I attest

Approval Activity History

Approvers	Approver Actions	Date
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.gov	Thursday, March 17, 2022
 Christopher Moss cmoss@chemungcountyny.gov	<input type="button" value="Approve"/>	Thursday, March 17, 2022
 Matthew N Fogarty mfogarty@chemungcountyny.gov	<input type="button" value="Approve"/>	Thursday, February 17, 2022

DFM

3-28-22



Thursday, February 17, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Adjustment

Fiscal Year of Action

2022

Requesting Department

Public Advocate

Department Head's Email

jbrennan@chemungcountyny.gov

Submitter's Email

jarena-mccutcheon@chemungcountyny.gov

Control Number

BR2022-0016

STAMP_ITEMNU

Transfer

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Increase	10	1170	1172	43000			SA State Grants	129000.00

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Increase	10	1170	1172	50100.01			Payroll	85000.00
Increase	10	1170	1172	50801			FICA	6885.00
Increase	10	1170	1172	50802			NYS Pension	11900.00
Increase	10	1170	1172	50803			Medical/Dental	25215.00

Transfer

Adjustment

New Account

No

Reason

County Executive is authorizing the creation of a new full-time Assistant Public Advocate position, fully funded by NYS Office of Indigent Legal Services. This request reflects salary & fringe expenses and the corresponding revenue through reimbursement.

Submitter Name

Jayna Arena-McCutcheon

By checking this box you attest that the department head has approved this budget action

I attest

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Thursday, March 17, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Thursday, March 17, 2022
 Matthew N Fogarty mfogarty@chemungcou ntyyny.gov	<input type="button" value="Approve"/>	Thursday, February 17, 2022

MSM

3-28-22



Friday, February 11, 2022

Chemung County Budget Action Form

Approval Status

Approved

Type of Transaction:

Adjustment

Fiscal Year of Action

2022

Requesting Department

Central Stores

Department Head's Email

dmccormick2@chemungcountyny.gov

Submitter's Email

dmccormick2@chemungcountyny.gov

Control Number

BR2022-0011

STAMP_ITEMNUM

Transfer

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Increase	10	1345	1346	50407	200		POSTAGE/OUTSIDE AGENCIES	6000

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (\$)
Increase	10	1345	1346	42770			UNCLASSIFIED REVENUE	6000

Transfer

Adjustment

New Account

No

Reason

The 10-1345-1346 50407.200 account tracks County postage costs applied to outside agency mail such as CCJ, City of Elmira and the Combined Courts system. Each of the three agencies are then invoiced monthly for their previous month's postage costs and received funds are deposited into Central Services 'revenue' accounts of 10-1345-1346 42770 and 42797. This results in an overall "even balance" of in/out cash flow. However, the expected outside postage volume was underestimated for 2022 causing the 50407.200 account to be short \$5,600.

2022 Central Services budget for 5-407.200 is currently set at \$20,000 but needs to be increased to \$26,000 due to higher mail volume being received from City of Elmira and Court system. They will continue paying for all postage provided but with an approved increase, the fund balances will be more accurately reflected in budget documents.




Submitter Name

David McCormick

By checking this box you attest that the department head has approved this budget action

I attest

Approval Activity History

Approvers	Approver Actions	Date
 Christopher Moss cmoss@chemungcount yny.gov	<input type="button" value="Approve"/>	Thursday, March 17, 2022
 Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.g ov	Thursday, March 17, 2022
 Matthew N Fogarty mfogarty@chemungcou nty.gov	<input type="button" value="Approve"/>	Monday, February 14, 2022

DJM

3-28-22

Submission Date

Type of Transaction

Fiscal Year of Action

Requesting Department

Department Head's Email

Submitter's Email

Control Number

Configuration List

Configurable List

New Account

Reason

File Upload

Mar 10, 2022 10:09 AM

Adjustment

2022

Board of Elections

1:00 PM - 2:00 PM

Mar 10, 2022 10:09 AM

BR2022-0038

Account	Fund	Department	Sub-Department	Account	Sub-Department	Account	Sub-Department
Increase	10	1450	0	50508	01	IT Software Maintenance	59215.00
Increase	10	1450	0	43900		State Grant	59215.00

Funds were provided in 2021 for a cybersecurity grant (Reso 01 on #21-507 (see attached). The software was not purchased by 12/31/21 because the County's IT Department had not selected a vendor. The adjustment is necessary because the grant was extended (Reso 01 on #22-035) and the software has since been purchased by the IT Director from the BOE's budget (with permission from the County Executive). Therefore it is necessary to provide the same funds again in 2022 that were not used in 2021. The funds will be 100% reimbursed from the grant that were approved in 2021. Additionally, the purchase of the software has also depleted the BOE's IT Software Maintenance account which funds were originally budgeted for annual software fees.

Cyber Security Grant 2021.pdf

Cyber Security Grant Extension 2021-2022.pdf

Download

Download

Mary Collins

latest

Submitter Name

By checking this box you attest that the department head has approved this budget action

Matthew H Fogarty
Approval Row

1st Review Stage
Approved

Christopher Moss
Approval Row

County Executive Sign
Approved

DM 3-28-22

STAMP_ITEMNUM



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution approving correction to the 2022 County & Town tax bill

Resolution #: 22-179

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Lonnie and Linda Bazyk paid their 2021 Horseheads School Taxes on 10/28/21. The school district erroneously added a relevy for unpaid taxes to their 2022 County & Town tax bill. Resolution #21-648 allows the Director of Real Property Tax Office to make corrections to the tax roll if its under \$2,500. However, this correction exceeds that limit. The new tax bill would be less than \$2,718.85

ATTACHMENTS:

File Name	Description	Type	Upload Date
Bazyk_Correction_(003).pdf	Bazyk Correction	Cover Memo	2/25/2022

STAMP_ITEMNUMB

Chemung County Real Property Tax Service Agency
210 Lake Street
P.O. Box 588
Elmira, NY 14902

Theresa R. Murdock
Director
(607)737-2989
tmurdock@co.chemung.ny.us

February 14, 2022

Mr. John Burin, Chairman
Chemung County Legislature
Building & Grounds Committee
PO Box 588
Elmira, NY 14902-0588

Dear Mr. Burin:

Please be advised that an application for a correction to the 2022 County and Town tax roll has been filed in accordance with Section 554 of the Real Property Tax Law (RPTL) for parcel 28.00-1-33.22, owned by Lonnie and Linda, in the Town of Catlin.

The property owner paid her school tax bill but an unpaid school tax was relieved on her 2022 County tax bill. An incorrect entry on a tax roll of a relieved school, village, or sewer which has been previously paid constitutes a clerical error as defined by RPTL Section 550 (2) (h), and should be corrected for the 2022 County and Town tax roll as follows:

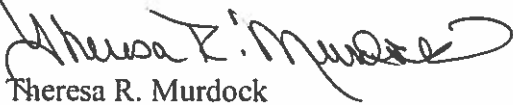
	<u>Tax Rates</u>	<u>2022</u>	<u>Corrected</u>	<u>Difference</u>
Assessed Value:		169,000	169,000	0
Taxable Value		169,000	169,000	
County	6.628738	1120.26	1,120.26	-
Comm College	0.393724	66.54	66.54	-
Library District	0.691723	116.90	116.90	-
Town of Catlin	3.210507	542.58	542.58	
Tompkins Fire FD263	1.040802	175.90	175.90	
<u>Unpaid School-Hhds</u>		<u>2,718.85</u>	<u>-</u>	<u>2,718.85</u>
Total Due		4,741.02	2,022.17	2,718.85

STAMP_ITEMNUMB

Mr. John Burin
Correction to Tax Roll
February 14, 2022

Based upon my investigation, it is my recommendation that the application be approved and the property owner be issued a new tax bill in the amount of \$2,022.17. Please do not hesitate to contact me if you have any questions.

Sincerely,



Theresa R. Murdock

Director

Chemung County Real Property Tax Office Real Property Tax Office

cc Katherine Deal, Assessor, Town of Catlin
Dail Phelps, Town Clerk, Town of Catlin
Jennifer Furman, Treasurer, Chemung County
Katy Buzzetti, Business Administrator, Horseheads School District

STAMP_ITEMNUMB



Application for Corrected Tax Roll

RP-554

(12/19)

RECEIVED FEB 14 2022

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Bazyk, Lonnie & Linda		
Mailing address of owners (number and street or PO box) 111 Kingsley Road		Location of property (street address) same
City, village, or post office Pine Valley,	State NY	ZIP code 14872
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 072600 28.00-1-33.22
Account number (as appears on tax bill)		Amount of taxes currently billed 4,741.03
Reasons for requesting a correction to tax roll: A school relevy was put on the 2022 County & Town tax by mistake. Property owners paid their 2021 school tax.		

I hereby request a correction of tax levied by County and Town for the year(s) 2022.
(County, city, village, etc.)

Signature of applicant 	Date 2/11/22
----------------------------	-----------------

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 2/14/2022	Period of warrant for collection of taxes 1/1/2022
Last day for collection of taxes without interest 1/31/2022	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official 	Date 2/14/2022

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of _____ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution _____ :
(insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____

Signature of chief executive officer, or official designated by resolution	Date
--	------

STAMP_ITEMNUMB

Instructions

General information

Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer).

When to send

Submit the application only **before** the collection warrant expires.

Wholly exempt parcel

Attach statement signed by assessor or majority of board of assessors substantiating that assessor obtained proof that parcel should have been granted tax exempt status on tax roll.

Payment requirements

You may pay without interest and penalties **only if**:

- the application was filed with the County Director on or before the last day that taxes may be paid without interest (see *Date application received in Part 2*); and
- you pay the corrected tax within eight days of the date on which the notice of approval is mailed to the applicant (see Part 3).

If either of these conditions is not satisfied, interest, penalties, or both must be paid on the corrected tax.

For use by Collecting Officer:

Order from tax levying body received on _____
Date

Corrected tax due	Date tax roll corrected
Interest and penalties (if applicable)	Date tax bill corrected
Total corrected tax due	Date application and order added to tax roll
Date payment received	

Signature of collecting officer	Date
---------------------------------	------

STATE OF NEW YORK

2022 TOWN TAX ROLL

PAGE 260

COUNTY - Chemung

TAXABLE SECTION OF THE ROLL - 1

VALUATION DATE-JUL 01, 2020

TOWN - Catlin

TAX MAP NUMBER SEQUENCE

TAXABLE STATUS DATE-MAR 01, 2021

SWIS - 072600

UNIFORM PERCENT OF VALUE IS 098.00

TAX MAP PARCEL NUMBER PROPERTY LOCATION & CLASS ASSESSMENT EXEMPTION CODE-----COUNTY-----TOWN-----

CURRENT OWNERS NAME SCHOOL DISTRICT LAND TAX DESCRIPTION TAXABLE VALUE

CURRENT OWNERS ADDRESS PARCEL SIZE/GRID COORD TOTAL SPECIAL DISTRICTS TAX AMOUNT

*****28.00-1-33.22 *****

111 Kingsley Rd

ACCT 00513005 BILL261027

28.00-1-33.22

210 1 Family Res

** County of Chemung

1,120.26

Bazyk Lonnie

Horseheads 073401

21,000 Community College

66.54

Bazyk Linda K

FRNT 208.00 DPTH 183.00

169,000 Library District

116.90

111 Kingsley Rd

EAST-0743212 NRTH-0812282

Town of Catlin

542.58

Pine Valley, NY 14872

DEED BOOK 779 PG-00053

School Relevy

2,718.85

FULL MARKET VALUE

172,449 FD263 Tompkins Corners fir

175.90

4,741.03**

TOTAL TAX ---

DATE #1 01/31/22

AMT DUE 4,741.03

STAMP_ITEMNUMB

School Tax BILL for Fiscal Year July 01, 2021 - June 30, 2022
Horseheads Central School District

Bill Number: 003365

SWIS: 072600

Map Number: 28.00-1-33.22

Bank:

PAYMENT SCHEDULE

Pay By	Amount	Penalty	Total Due
9/30/2021	2,466.97	0.00	2,466.97
11/1/2021	2,466.97	49.34	2,516.31

Exemption
BAS STAR

Exemptions

Full Value	Taxable Value
30,000.00	29,400.00

Bazyk Lonnie
 Bazyk Linda K
 111 Kingsley Rd
 Pine Valley, NY 14872

Property Description
 111 Kingsley Rd
 1 Family Res

Taxing Purpose	Total Tax Levy	%Change from Prior Year	Taxable Assessed Value	Rates per \$1000	Tax Amount	Estimated State Aid
School Tax	40,576,771.00	-0.50 %	169,000.00	17.671725	2,986.52	NYS Tax School Code 287
Due Date 9/30/2021					Total Tax Due (minus STAR savings)	2,466.97

Your tax savings this year resulting from the New York State School Tax Relief (STAR) Program is \$519.55

Property Taxpayer's Bill of Rights

Full Market Value as of 7/1/2020 \$ 172,449.00 Assessed Value \$ 169,000.00 Uniform Percentage of Value 98.00 %
 If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a Complaint on your Assessment". Please note that the period for filing complaints on the above assessment has passed.

Third Party Notification

Applications may be obtained from your tax collector or county director of Real Property tax services.

Make Checks Payable to: Horseheads CSD Tax Collector, Horseheads CSD Lockbox
 PO Box 1077
 Elmira NY 14902
 Places of collection: Any Chemung Canal Trust Company Branch
 School Tax Collector: Megan Leach

No penalty if paid by September 30, 2021. 2.00 % penalty if paid October 1 thru November 1, 2021.
 Payments will no longer be accepted at the district. When paid by check, receipt is not valid until check clears
 You may be eligible for Senior Citizen tax exemptions. Senior citizens have until 3/1/2022 to apply for such exemptions.
 For more information please call: Katherine Gabriel, Telephone 607-739-5598

Not Original Bill - Please retain this portion for your records

School Tax BILL for Fiscal Year July 01, 2021 - June 30, 2022
Horseheads Central School District

Tax Collector's Copy -- Please Return This With Payment

Bill Number: 003365

Name: Bazyk Lonnie

SWIS: 072600

Map Number: 28.00-1-33.22

Bank:

PAYMENT SCHEDULE

Pay By	Amount	Penalty	Total Due
9/30/2021	2,466.97	0.00	2,466.97
11/1/2021	2,466.97	49.34	2,516.31

Paid By _____ Check _____ Cash _____

If you wish a receipt for payment, place an 'X' in this box. ☐

District Account: 135016535

STAMP_ITEMNUMB

LONNIE R BAZYK
LINDA K BAZYK
111 KINGSLEY RD
PINE VALLEY, NY 14872

226

50-8182/2223

10/28/21

Date

CHECK 12888

Pay to the
Order of

Horseshoe CSD Tax Collectors
Two Thousand Five Hundred Sixty and 31/100

\$ 2516.31

Dollars



Print or
Scan to
Deposit
or Pay

**FIRST
HERITAGE**
FEDERAL CREDIT UNION

110 Village Square, Suite 101
Pine Valley, NY 14870

For

Linda Bazyk

⑆ 222381882⑆ 15071205072113⑆ 0226

>021301115<
Chemung Canal Trust 037
2022-01-03
0037276281
Batch 304291574

1037376281

1037376281

STAMP_ITEMNUMB

Delinquent Tax Listing as of 11/18/2021

Sum of unpaid 2021 taxes

District of Horseheads Central School District

Rate 17.671725

Town of Callin

SWIS 072600

County of Chemung

Map	Account	Name	Tax Due	3.0%	Tax + 3.0%	7.0%	Tax + 7.0%
28.00-1-19	00504000	Brooks Tavis	97.19	2.92	100.11	7.01	107.12
28.00-1-21.2	00505001	Becraft Steven M	805.83	24.17	830.00	58.10	888.10
28.00-1-26	00508000	Stiles Dawn E	1,601.06	48.03	1,649.09	115.44	1,764.53
28.00-1-28	00507001	Morse Daniel L	2,267.28	68.02	2,335.30	163.47	2,498.77
28.00-1-33.22	00513005	Bazyk Lonnie	2,466.97	74.01	2,540.98	177.87	2,718.85
28.00-1-36.1	00514000	Sirader Daniel E	220.53	6.62	227.15	15.90	243.05
28.00-1-42	00477001	Kent Eleanore F	331.22	9.94	341.16	23.88	365.04
28.00-1-43.112	00731000	Treacy David R	121.71	3.65	125.36	8.78	134.14
28.00-1-46	00477000	Kent Eleanore F	1,470.75	44.12	1,514.87	106.04	1,620.91
28.00-1-49	00479000	Kent Eleanore F	70.69	2.12	72.81	5.10	77.91
28.00-1-53	00523000	Ames Jeffray D	160.81	4.82	165.63	11.59	177.22
28.00-1-60.2	00524001	Harley Steven J	17.67	0.53	18.20	1.27	19.47
28.00-1-62		Treacy Jennifer M	698.03	20.94	718.97	50.33	769.30
36.00-1-3	00129000	Eastwood David E	1,830.79	54.92	1,885.71	132.00	2,017.71
00-1-4	00129001	Adams Donald B	487.74	14.63	502.37	35.17	537.54
36.00-1-5	00129002	Johnson Casimiro R	785.23	23.86	819.09	57.34	876.43
36.00-1-13.2	00147005	Radford James H	3,327.59	99.83	3,427.42	239.92	3,667.34
36.00-1-16.11	00148000	Deegan Thomas E	758.12	22.74	780.86	54.66	835.52
36.00-1-16.12	00148001	Deegan Thomas E	788.16	23.84	811.80	58.83	868.63
36.00-1-18.112	00722000	Fitzpatrick Angela	318.09	9.54	327.63	22.93	350.56
37.00-1-5.11	00553000	Sullivan Mark J	1,749.50	52.49	1,801.99	128.14	1,928.13
37.00-1-16.13	00405003	Green Elizabeth	429.06	12.87	441.93	30.94	472.87
37.00-1-36.2	00411004	Makinster Beau	4,417.93	132.54	4,550.47	318.53	4,869.00
37.00-1-47	00181001	Sempler Joshua S	5.30	0.16	5.46	0.38	5.84
37.00-1-49	00179000	Beaulieu Velma J	424.12	12.72	436.84	30.58	467.42
37.00-1-60	00169000	Grantier Michael D	2,120.61	63.62	2,184.23	152.90	2,337.13
37.00-1-63	00166000	Allington William D	1,495.03	44.85	1,539.88	107.79	1,647.67
37.00-1-70.2	00154007	Kuster David	63.62	1.91	65.53	4.59	70.12
37.00-1-83.32	00147008	PENSCO Trust Company	1,735.36	52.06	1,787.42	125.12	1,912.54
37.00-2-2	00527001	Lacorazza Amy L	8,493.03	254.79	8,747.82	612.35	9,360.17
38.00-1-3	00407001	McCracken Mary Jane	930.94	27.93	958.87	67.12	1,025.99
38.00-1-10.2	00489001	Hess Ronald B Jr	2,307.93	69.24	2,377.17	166.40	2,543.57

Report Date: 11/18/2021

Tax Year: 2021

Page 7 of 29

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing purchase of an easement for the construction of a temporary access road on behalf of the Chemung County Sewer Districts (Milton Street WWTP)

Resolution #: 22-180
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing to offer fair market value for temporary construction access to the Milton St WWTP. (The Committee may wish to go into Executive Session upon advice of Counsel to discuss the potential real property transaction for temporary access.)

CCSD is requesting to offer fair market value on an easement to construct a temporary construction access road on a portion of property owned by Ronald and Ginny Strobe - Tax ID 100.00-1-3.12. The portion needed to construct the road is 1.12 acres. An appraisal has been performed and a report is in progress. During peak construction there will be approximately 250 construction workers on site and the project must include deliveries of concrete, cranes, equipment, all in quantity. It would be a safety hazard to have these vehicles exclusively use Milton St. to access the plant. Milton St. is a narrow residential street without sidewalks. There is heavy foot traffic at all times of the day, as well as a school bus stop at the end of the road. Cars regularly park on both sides. A third party construction consultant has stated that this temporary road is essential for safety, mitigating construction traffic on Milton St. and to keep the project on schedule and reduce costs.

ATTACHMENTS:

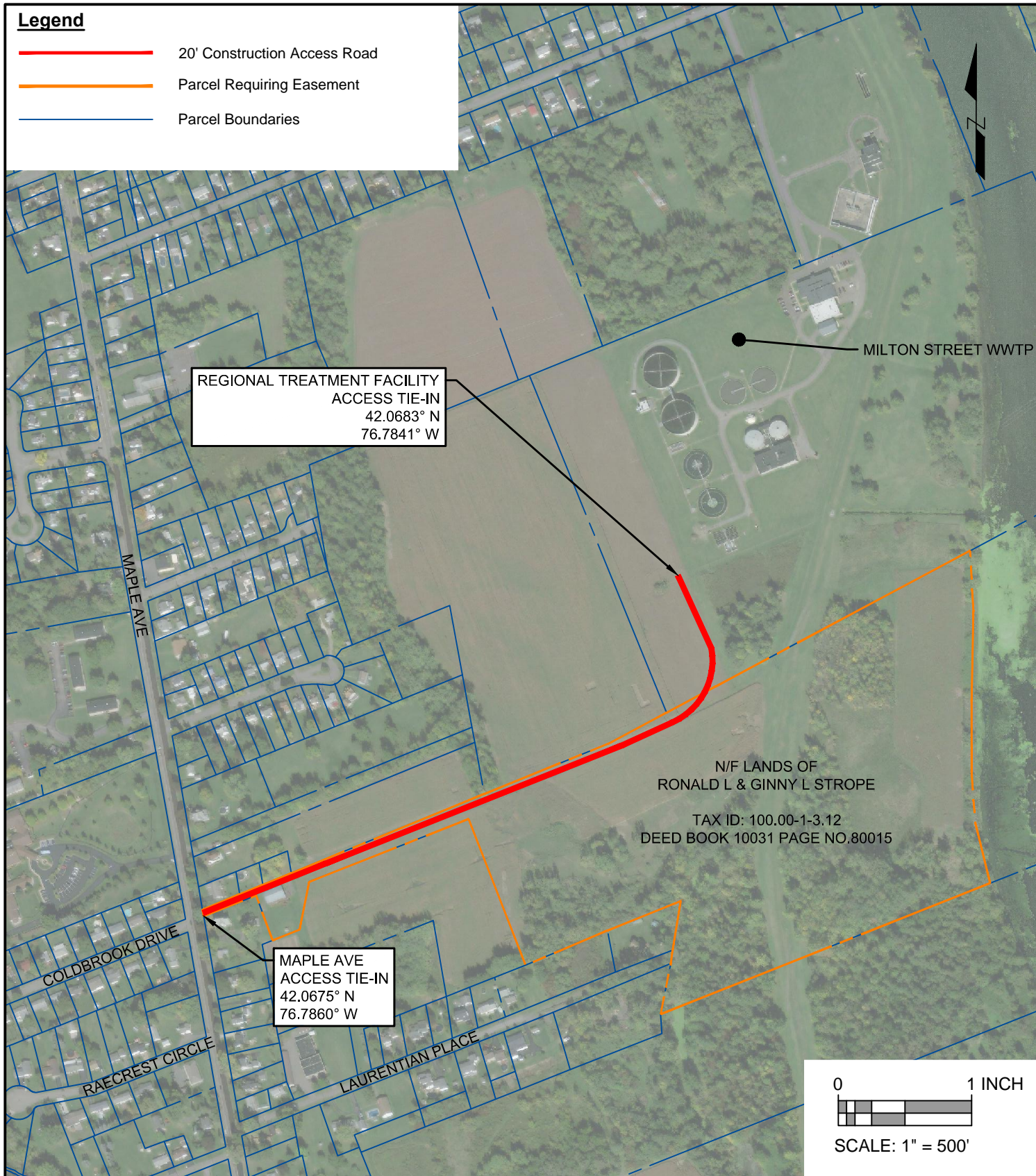
File Name	Description	Type	Upload Date
7077-007_-_FA.2_-_Construction_Access_Survey_R1.pdf	Construction Access Survey	Cover Memo	2/8/2022

STAMP_ITEMNUMB

P:\7077\7077-007 CCSD Conveyances\DWG\04 - Miscellaneous\7077-007 - FA.2 - Construction Access Survey.dwg, STANDARD SHEET, 12/15/2021 1:57:39 PM, Kuzio, Andrew

Legend

- 20' Construction Access Road
- Parcel Requiring Easement
- Parcel Boundaries



REGIONAL TREATMENT FACILITY
CHEMUNG COUNTY SEWER DISTRICTS

TEMPORARY CONSTRUCTION ACCESS

Date: **12/15/21**
Project No.: **7077-007**
Sheet No.:

STAMP_ITEMNUMB
FIG. A.2



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with BSN Sports on behalf of the Chemung County Department of Buildings and Grounds (uniforms for Chemung County Parks)

Resolution #: 22-181

Slip Type: CONTRACT

SEQRA status

State Mandated False

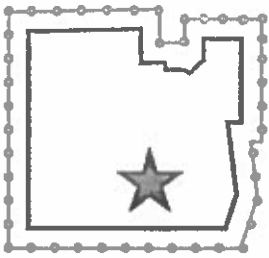
Explain action needed or Position requested (justification):

Requesting a resolution authorizing permission to utilize the R201101 (OGB-2268) Athletic, Physical Education Supplies & Team Uniforms to purchase uniforms for the Chemung County Parks - laborers, recreation attendants and lifeguards. Justification for utilizing a Cooperative Contract is attached.

ATTACHMENTS:

File Name	Description	Type	Upload Date
PGB-2268_BSN_Sports_Omnia_Cooperative_Justification_signed.pdf	Sports Omnia Cooperative	Cover Memo	2/22/2022

STAMP_ITEMNUMB



**CHEMUNG COUNTY
CITY OF ELMIRA
PURCHASING DEPARTMENT**

Justification for Utilizing a Cooperative Contract

Date 12/23/2020

Requesting Department Buildings and Grounds

Requesting Employee Angela Cavaluzzi Position Administrative Assistant

Cooperative or Lead Agency Region 4 Education service Center

Contract No. R201101 (PGB-2268) – Athletic, Physical Education Supplies & team uniforms

Vendor(s) Name(s) BSN Sports

We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:

Issue	Procurement Consideration
New York State Considerations:	
1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?	Yes, Region 4 Education Service Center. (Pg. 1 in previous contract).
2. Was the contract made available for use by other governmental entities?	Yes, (Pg. 2, section 1) of bid document.
3. Was the contract let in a manner that constitutes competitive bidding "consistent with state law?"	Yes
4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?	Yes, bid was advertised in Arizona Business Connect, Salt Lake Tribune, Daily Journal of Commerce, The Harold News, and on the Omnia site.
5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted?	Yes, sealed bids turned in 7145 West Tidwell Rd. Houston, TX 77092 no later than Thursday, March 12, 2020 (Pg. 1).
6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?	Yes, RFP Pg. 9, section 20 -Approved equals are accepted.
7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?	No, bid was awarded on evaluation (Pg. 11, section 4).

STAMP_ITEMNUMB

Justification for Utilizing a Cooperative Contract

General Considerations:	
8. Do the terms, conditions and scope of work/specifications meet the need?	Yes, previous contract was used by another Chemung County Department (Emergency Management). <i>BSN is local</i>
9. If no, are the terms, conditions and scope of work/specifications negotiable? It should be noted here if terms or prices were negotiated.	
10. Does the cooperative contract provide the most advantageous solution? Why? Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc.	Vendor has been used in the past and we've been happy with services provided.
11. Will any and all purchases comply with the terms and prices in the contract?	Yes.
12. Will volume pricing advantages be applied to purchases?	Yes, prices are based on volume purchases and reductions (Pg. 2, section 1).
13. Was past experience with the cooperative or lead agency acceptable?	Yes, Omnia has been used previously without any issues.
14. Is the item urgently needed?	No.
15. Can a local vendor provide this service? If so, why were they not considered?	Yes, <i>BSN is local</i>
16. What is the age of the contract? How many years is it into its contract term?	Contract is two months old and expires on September 30, 2023 with an option to renew for two additional one-year periods through September 30, 2025.
ADDITIONAL COMMENTS:	

Usage reviewed and approved by:

Jackie Crowley
Signature

Jackie Crowley
Buyer Name

Tricia Wise
Signature

Tricia Wise
Director of Purchasing Name

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreements with W.W. Grainger, Inc. and WESCO on behalf of the Chemung County Department of Buildings and Grounds (LED Lighting upgrade for HRC and District Attorney's Offices)

Resolution #: 22-182

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing to go over the bid limit for LED lighting for the HRC Lighting Upgrade (final phase) and the District Attorney LED Lighting Upgrade using NYS Contract PC68171 and PC68170 Environmentally Preferred Lighting.

The Superintendent of Buildings & Grounds is requesting permission to purchase over the bid limit for LED lighting for the Human Resource Center (\$45,000) and District Attorney (\$8,500) Lighting LED building projects at a total cost of \$53,500. The Buildings & Grounds Electricians will determine the lowest cost of various lighting upgrade equipment through the approved vendors mentioned above (State Contracts) and RFB-2143 Industrial and Commercial Supplied (Booth Electric).

ATTACHMENTS:

File Name	Description	Type	Upload Date
Contract_Award_Notification.pdf	Contracrt Award Notification	Cover Memo	2/8/2022
Piggyback_Checklist_-_Environmentally_Preferable_Lighting.pdf	Piggyback checklist	Cover Memo	3/17/2022

STAMP_ITEMNUMB



**Office of
General Services**

**Procurement
Services**

Coming Tower Empire State Plaza Albany NY 12242 | <http://nyspro.ogs.ny.gov> | customer.service@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 05400– Environmentally Preferable Lighting Classification Code: 39
Award Number	: <u>23083-GR</u>
Contract Period	: Aug 13, 2018 to Aug 12, 2023
Bid Opening Date	: January 10, 2018
Date of Issue	: Aug 13, 2018
Specification Reference	: As Incorporated in The Solicitation
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jonathan Davis Title : Contract Management Specialist Phone : 518-473-5083 E-mail : Jonathan.Davis@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at the end of this document.

Description

This Award is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for the procurement of environmentally preferable lighting products. The intent is to offer Authorized Users a limited selection of environmentally preferable lighting products at competitive pricing that meet the NYS EO4 specifications for "Lighting Fixtures, Ballasts, and Lamps". Authorized users are only allowed to purchase from the awarded items.

NOTE: See individual contract items to determine actual awardees.

OGS Contract Number	Contractor & Address	Contact Information	Federal ID # NYS Vendor ID
PC68166 SDVOB	American Veteran Enterprise Team LLC (AVET) 1090 New Loudon Road STE A Cohoes, NY 12047	Jason L Ambrosino 518-212-7637 jasonambrosino@avetllc.com	Federal ID 47-4020868 NYS VIN 1100148721
PC68168 SBE	GoodMart, LLC 232 Madison Avenue, 3rd Floor New York, NY 10016	Thomas Dresdner 212-792-0210 x1003 thomas@goodmart.com	Federal ID 13-4276633 NYS VIN 1100053339
PC68169 SBE	NectarLux, LLC d/b/a Nectar Partners Syracuse Technology Garden, 235 Harrison Street Syracuse, NY 13202	Adam Lilien (315) 706-6257 adam@nectar-energy.com	Federal ID 46-5126261 NYS VIN 1100200450
PC68170	WESCO Distribution, Inc 225 West Station Square Dr. Pittsburgh, PA 15219	Scott Schaffer 412-951-7755 sschaffer@wesco.com	Federal ID 25-1723345 NYS VIN 1000008999
PC68171	W.W. Grainger, Inc. 100 Grainger Parkway Lake Forest, IL 60045	Christopher Morris 302-494-1894 christopher.morris@grainger.com	Federal ID 36-1150280 NYS VIN 1000009167

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY, WOMEN-OWNED BUSINESSES AND SERVICE DISABLED VETERAN BUSINESSES

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise and the letters DV indicate a Service Disabled Veteran Business.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the

CHEMUNG COUNTY ~ CITY OF ELMIRA PURCHASING DEPARTMENT
PIGGYBACK CHECKLIST

ISSUING COUNTY NYS OGS
BID NUMBER & TITLE #23083 Environmentally Preferable Lighting
VENDOR NAME PC68170 Wesco & PC68171 Grainger
COUNTY BID # PGB-2410
REQUESTING DEPT. B+G

EXPLANATION

<input type="checkbox"/>	RESOLUTION	<u>N/A</u>
<input checked="" type="checkbox"/>	BID DOCUMENT	<u>Received OGS</u>
<input checked="" type="checkbox"/>	BID TAB	<u>Award Document</u>
<input checked="" type="checkbox"/>	SOLICITATION	<u>Received</u>
<input checked="" type="checkbox"/>	PIGGYBACK LANGUAGE	<u>Yes</u>
<input checked="" type="checkbox"/>	METHOD OF AWARD	<u>Lowest Responsive & Responsible bidder</u>
<input type="checkbox"/>	SIGNED FORMS	<u>Requested</u>
<input checked="" type="checkbox"/>	CONTRACT TERM	<u>8/13/18 - 8/12/23</u>

Jackie Crowley
SIGNATURE

Jackie Crowley
BUYER NAME

Tricia Wise
SIGNATURE

Tricia Wise
DIRECTOR OF PURCHASING NAME

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Stephen Campbell Associates/Interactive Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management (Eventide NexLog 740 Audio Recorder)

Resolution #: 22-183

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request to purchase Eventide NexLog 740 Audio Log Recorder at 911 for \$119,606.00 with \$36,474.49 being on GSA contract number GS-35F-0415V. all items would be 100% paid for by the PSAP-20 grant and would replace the current recorder to give more options, such as alert monitoring when the system goes down.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Copy_of_Chemung_County_NexLog_DX_Series_Proposal_12.2.21_GSA_Items_r2.pdf	Chemung County NexLog DX Series Proposal	Cover Memo	2/1/2022
Copy_of_Chemung_County_SO_010421_r.1.pdf	Copy of Chemung Co SO 010421	Cover Memo	2/1/2022
Eventide_NexLog_DX_Series_Brochure_4May2020.pdf	Eventide Nexlog DX Series Brochure	Cover Memo	2/1/2022

STAMP_ITEMNUMB

Quantity	MFGPART	SIN
1	NexLog740DX	33411
1	DX799	33411
1	DX730	N/A
1	DX755	811212
1	324430	33411
1	271052	511210
1	PCI-DXANA24	33411
1	271083	33411
1	271111	511210
1	115021	511210
1	271098	33411
1	115015	33411
2	324720	33411
1	DX912	511210

Customer: Chemung County 911 24A & 8IP

Date: 11.30.21 GSA CONTRACT NUMBER: GS-35F-0415V

Effective dates: May 5, 2009 through May 4, 2024

Price List Current through Modification PS-0040 effective date May 19, 2021

NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies and first year <u>hardware warranty</u> . Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software
Upgrade NexLog 740 DX-Series (at time of order) to 2x1TB HotSwap RAID1=1TB storage
Standard 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)
Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)
Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)
Internal IP Recorder with First 8 G.711 Channels
24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses
8 pack MediaWorks DX (web) concurrent license
Eventide MP3 option for MediaWorks DX
Enhanced Reports Engine
Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)
Mandatory Remote Install Prep for P25 or TETRA
DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8
Motorola Vesta Integration Bundle (includes 209029, 271174, 271140)

TOTAL FOR EVENTIDE GSA ITEMS

STAMP_ITEMNUMB


Eventide P/N	GSA Price	Extended GSA Price	List Price (USD)
NexLog740DX	\$6,524.89	\$6,624.89	\$ 7995.00
DX799	\$1,509.82	\$1,509.82	\$ 1850.00
DX730	No Charge	No Charge	No Charge
DX755	\$1,175.21	\$1,175.21	\$ 1440.00
324430	\$293.80	\$293.80	\$ 360.00
271052	\$3,468.51	\$3,468.51	\$ 3,850.00
DXANA24	\$4,896.73	\$4,896.73	\$ 6,000.00
271083	\$812.04	\$812.04	\$ 995.00
271111	\$159.14	\$159.14	\$ 195.00
115021	\$812.04	\$812.04	\$ 1495.00
271098	\$812.04	\$812.04	\$ 995.00
115015	\$2,856.42	\$2,856.42	\$ 3,500.00
324720	\$2,448.36	\$4,896.72	\$ 3,000.00
DX912	\$8,157.13	\$8,157.13	\$ 9,995.00

\$36,474.49



NexLog DX Next Generation Communications Recorders

Quotation Number:	Chemung County SO_1-04-2021
Date:	1/4/2021

Customer: Contact: Description:	Chemung County Sheriff's Office Doug Hooper Eventide NexLog 740 DX recording systems configured as follows: One Eventide NexLog 740 DX recording system consisting of: 24 Channels of Analog, 8 Channels of VoIP for Motorola AIS Talk Paths and 5 Vesta analog positions and position Select radio) Includes Motorola AIS P25 integration licenses. Items highlighted are pass-through costs that go directly to Motorola. Quote includes: Enhanced Reporting, On-site Installation, System Programming, Unlimited Lifetime Admin and User Training, and First	 INTERACTION INSIGHT CORPORATION GSA CONTRACT NUMBER:	Richard Geremia Interaction Insight Corporation 747 2nd Ave, 2nd Floor New York, NY 10017 (800) 285-2950 X120 rgeremia@interactioninc.com
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QUOTED BY	WARRANTY	DELIVERY	DISCOUNT	VALIDITY	F.O.B	TERMS
RG	1 Year (options below)	4 weeks ARO	18%	90 Days	Destination	Current

Unit or Site ID	NexLog Model Choice	Front Panel Choice	Rack Slide Choice	Internal Storage Array Choice	Archive Drive(s) Choice	VoIP Ch. QTY	G. 729 Ch. QTY	Analog Ch. QTY	Digital PBX Ch. QTY	T1 Tap Ch. QTY	E1 Tap Ch. QTY	T1 Term Ch. QTY	E1 Ter m Ch.	Gpio Ch. QTY	Addl. Network Card	IRIG B Card
Site 1	NexLog 740 DX	LCD Display	4-Post	2x1TB swap Raid1=1TB	1xDVD-Ram	8		24							1	

Site 1		NexLog 740 Hardware Items (Quantities are automatically populated from the NexLog Configuration Selector)																	
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net										
1		NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1	NexLog740 DX	\$ 7,995.00	18%	\$ 6,524.88	\$ 7,995.00	\$ 6,524.88										
1		Integrated 7" Color LCD Touch Screen Display for NexLog 740	1	DX899	\$ 1,595.00	18%	\$ 1,301.71	\$ 1,595.00	\$ 1,301.71										
1		Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage	1	DX799	\$ 1,850.00	18%	\$ 1,509.82	\$ 1,850.00	\$ 1,509.82										
1		Equip with 1 Multi-Drive for DVD-RAM (standard)	1	DX730	\$ -	18%	\$ -	\$ -	\$ -										
1		Rack Mount Slides - 4 Post, 3U (for NexLog DX740)	1	324430	\$ 360.00	18%	\$ 293.80	\$ 360.00	\$ 293.80										
Site 1		Channel Input Cards and Licenses (Quantities are automatically populated from the NexLog Configuration Selector)																	
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net										
1		Internal IP Recorder with First 8 G.711 Channels	1	271052	\$ 3,850.00	18%	\$ 3,142.06	\$ 3,850.00	\$ 3,142.06										
1		24-Channel Analog Card, 24 Ch. Licenses	1	DXANA24	\$ 6,000.00	18%	\$ 4,896.72	\$ 6,000.00	\$ 4,896.72										
1		Quad-port 100/GB PCI Network Card	1	DX755	\$ 1,440.00	18%	\$ 1,175.21	\$ 1,440.00	\$ 1,175.21										
Site 1		Web Access Playback Licenses (Quantities are manually selected using the 4 left-most columns)																	
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net										
1		8 pack MediaWorks PLUS (web) concurrent license	1	271083	\$ 995.00	18%	\$ 812.04	\$ 995.00	\$ 812.04										
1		Eventide MP3 option for MediaWorks DX	1	271111	\$ 195.00	18%	\$ 159.14	\$ 195.00	\$ 159.14										
1		Enhanced Reporting Package	1	115021	\$ 1,495.00	18%	\$ 1,220.10	\$ 1,495.00	\$ 1,220.10										
1		Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	1	271098	\$ 995.00	20%	\$ 796.00	\$ 995.00	\$ 796.00										
Site 1		Integration and Interface Licenses (Quantities are manually selected using the 4 left-most columns)																	
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net										
1		911 NENA ANI/ALI CAD Spill Integration - USA/Canada only	1	209029	\$ 3,495.00	18%	\$ 2,852.34	\$ 3,495.00	\$ 2,852.34										
1		Metadata Integration for Dispatch, RoIP, and Other Systems	1	209157	\$ 3,495.00	18%	\$ 2,852.34	\$ 3,495.00	\$ 2,852.34										
1		Vesta 911 IP-SPAN VOICE Recording Enabler licenses	1	271140	\$ 2,495.00	18%	\$ 2,036.22	\$ 2,495.00	\$ 2,036.22										
1		Solacom i3 Data Handling License	1	271174	\$ 3,495.00	18%	\$ 2,852.34	\$ 3,495.00	\$ 2,852.34										
1		Integration to ASTRO 25 system - Initial ASTRO version - SINGLE	1	209220	\$ 14,995.00	18%	\$ 12,237.72	\$ 14,995.00	\$ 12,237.72										
Site 1		Vocoder Options (Quantities are manually selected using the 4 left-most columns)																	
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net										
2		DVSI 2-Port USB Decoder Unit (for DMR, TRBO, and NXDN) - Max 2	2	324720	\$ 3,000.00	18%	\$ 2,448.36	\$ 6,000.00	\$ 4,896.72										
								Product Sub-Total:								\$ 60,745.00		\$ 49,559.17	
Site 1		AIS/API Licensing (Quantities are manually selected using the 4 left-most columns)																	
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net										
1		Mandatory license fee for Initial System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	271141	\$ 54,995.00	None	\$ 54,995.00	\$ 54,995.00	\$ 54,995.00										
								SDK Fees Sub-Total:								\$ 54,995.00		\$ 54,995.00	
Site 1		Eventide Services & Miscellaneous (Quantities are manually selected using the 4 left-most columns)																	
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net										
1		Mandatory Remote Install Prep for P25; (Non-Discountable)	1	115015	\$ 3,500.00	None	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00										
3		Installation, Programming, and Training	3	Pro Services	\$ 1,800.00	None	\$ 1,800.00	\$ 5,400.00	\$ 5,400.00										
1		Bronze Support - Remote Service Agreement Including Enhanced HW Warranty & SMA, during Regular Business Hours	1	Bronze	\$ 7,289.40	None	\$ 7,289.40	\$ 7,289.40	\$ 7,289.40										
								Services & Misc. Sub-Total:								\$ 16,189.40		\$ 16,189.40	
								TOTAL QUOTATION								LIST PRICE		NET PRICE	
																\$ 76,934.40		\$ 120,743.57	

OPTIONAL QUALITY FACTOR SOFTWARE:

1		Quality Factor Software: FIRST 20 Agents (Requires MediaWorks PLUS)	1	271077	\$ 2,500.00	18%	\$ 2,040.30	\$ 2,500.00	\$ 2,040.30							
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Eventide®

NexLOG™

DX SERIES™

Advanced Recording Solutions for Mission-Critical Communications



Recording Systems • Software Solutions • Smart Gateways

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

STAMP_ITEMNUMB

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



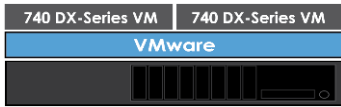
Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 4U Rack-Mountable

DX-Series Smart Gateways™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

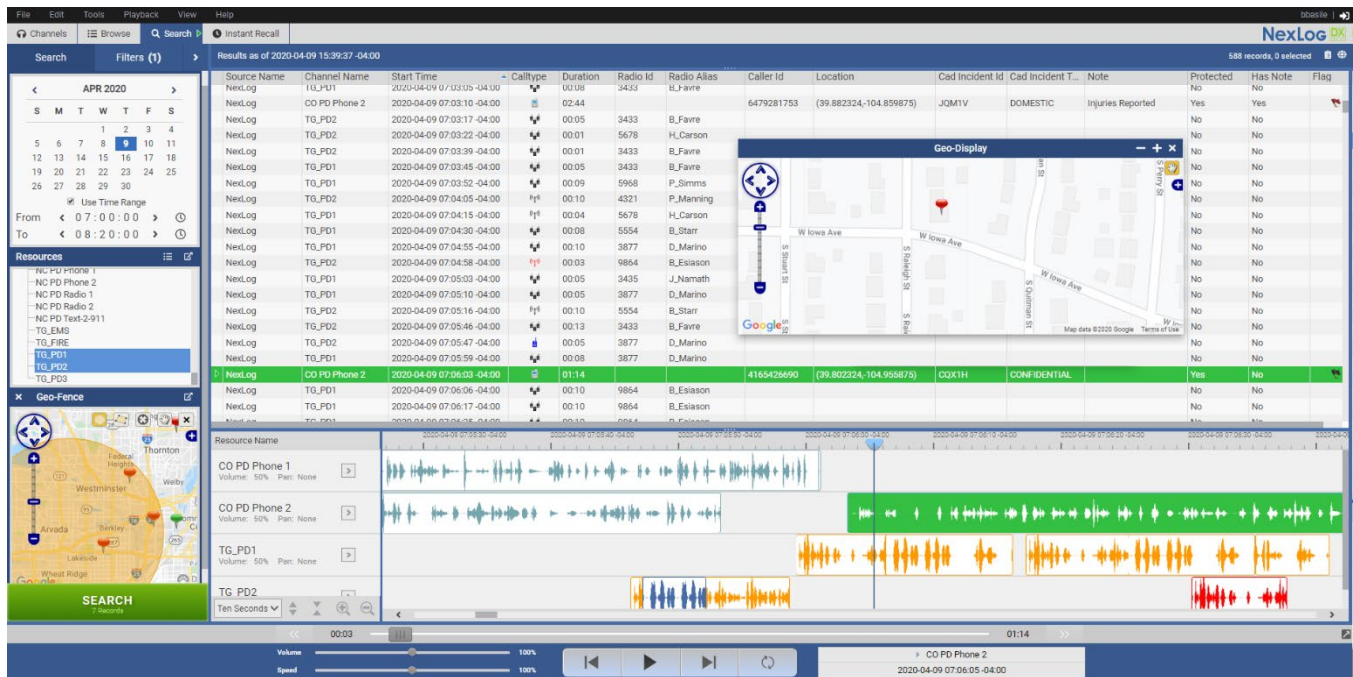
NexLog DX-Series™ Virtual Recording Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with **ESXi**

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



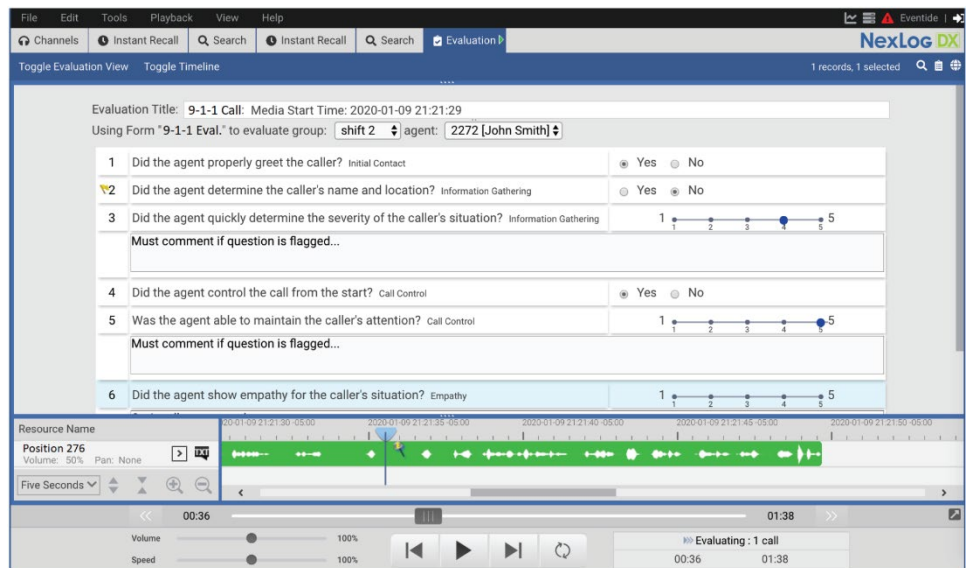
Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication

STAMPING NUMB

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

The *Quality Factor DX*™ software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

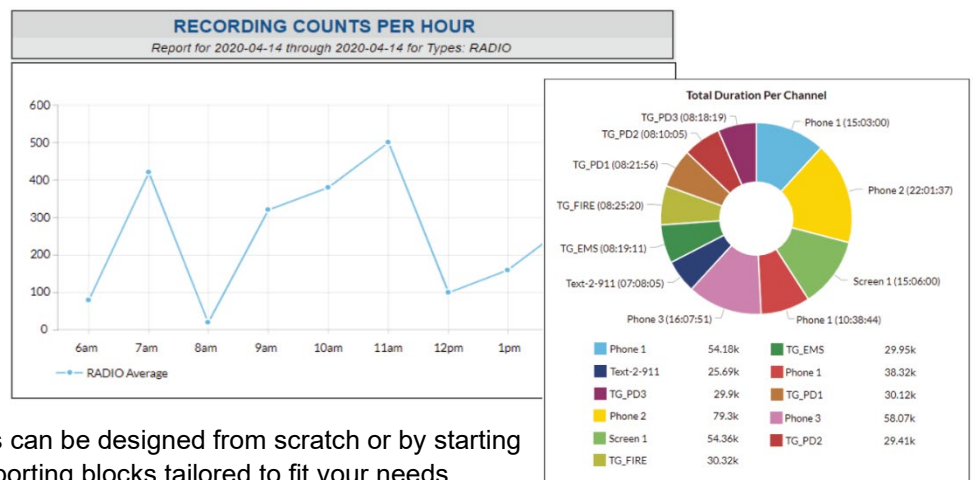
Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



► **Reporting Engine DX**

The flexible *Reporting Engine DX*™ option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX*™ option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

► **NexLog DX-Series Software Update Subscription (DXSUS)**

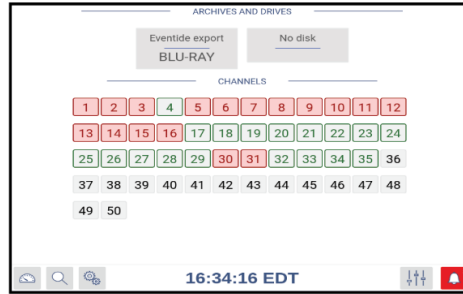
The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS*™) provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, virtual recording solution or DX-Series Smart Gateway product. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

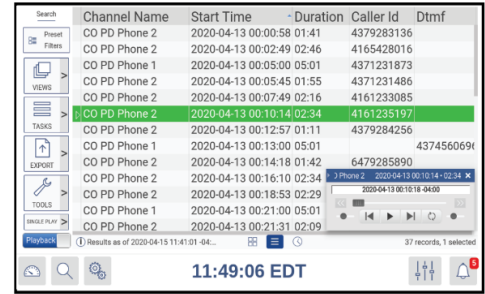
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► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series

Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fylde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Central Square Inform
Central Square Zuercher
Central Square Sungard
Geoconex

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Omnitronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP|Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
iNEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industronic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS
Integration by others via API

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to Interaction Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management

Resolution #: 22-184

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Approval for open market items bid for: \$83,131.51 from Interaction Insight Corp. (formally Stephen Campbell Associates) to complete purchase of Eventide Voice Recording System for 911.

ATTACHMENTS:

File Name	Description	Type	Upload Date
RFB_2377.pdf	RFB 2377	Cover Memo	3/3/2022

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2377

Purchase, Install, & Support Eventide Call System

Bid Opening: 2/03/2022

Sole Bidder:	Interaction Insight
Description	Price
Integration to Motorola ASTRO 25 System - Initial ASTRO Version - Single AIS	\$12,237.00
Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS)	\$54,995.00
Installation of all listed items	\$6,100.00
One (1) year unlimited User training	\$0.00
One (1) year hardware and software support including on-site and remote service Mon-Fri 8:00 AM - 6:00 PM	\$9,189.00

\$82,521.00



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Alta Construction Equipment NY, LLC on behalf of the Chemung County Department of Public Works (front wheel loader)

Resolution #: 22-185

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request approval to purchase a Front Wheel Loader to replace DPW Unit 82. \$213,038 of American Rescue Plan funds will be utilized. The loader is budgeted in the approved 2022 DPW Capital Budget. See attached quote, which utilizes OGS Contract PC69437. This will be a 2023 model year unit. We were able to lower the cost by trading in our old unit.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Scan0061.pdf	Scan 0061	Cover Memo	3/3/2022

STAMP_ITEMNUMB

Version 18

Description	Part #	List Price
VOLVO L120H		\$350,159
23.5R 25 MICHELIN XHA2	WL20082	\$26,001
RIMS	WL21012	\$7,453
FULL FENDERS REAR	WL22004	\$896
FULL FENDERS STEEL FRONT	WL22014	\$896
FUEL FILL STRAINER	WL30007	\$0
DELAYED ENGINE SHUTDOWN	WL30024	\$184
AIR PRECLEANER	WL31001	\$1,328
ENGINE BLOCK HEAT	WL33002	\$900
REVERSIBLE FAN	WL37001	\$0
OPTISHIFT WITH RBB	WL39004	\$0
RIM PULL	WL39501	\$0
VOLVO AIR SEAT	WL41010	\$3,115
AIR COND	WL42001	\$6,742
RADIO BUETOOTH	WL43004	\$981
RADIO KIT WTH 20 AMP CONVERTOR	WL44001	\$1,033
STEERING KNOB	WL45001	\$153
SLIDING WINDOW IN DOOR	WL45003	\$0
LUNCH BOX HOLDER	WL45023	\$127
LEFT HAND ARMREST	WL45040	\$205
CO PILOT WITH CAMERA AND OBW HARDWARE	WL45052	\$5,453
REAR VIEW MIRRORS	WL45202	\$316
WORK LIGHTS CAB DUAL FRONT	WL50008	\$157
ON BOARD WEIGH SOFTWARE	WL88205	\$3,689
WORK LIGHTS DUAL REAR	WL50010	\$157
SEP ATTACH LOCKING LONG BOOM	WL64002	\$3,515
OIL SAMPLE PORTS	WL71002	\$294
FOOTSTEPS FRONT FRAME	WL71005	\$410
COUNTERWEIGHT LOGGING	WL81001	\$3,635
TOW PIN	WL82005	\$448
SMV	WL84001	\$300
LIFETIME FRAME WARRANTY	WL86041	\$580
CARETRACK	WL88010	\$0
MUDFLAPS FOR FULL FENDERS	WL23003	\$729
TIMER CAB HEATING	WL45011	\$483
ACTIVATION OF WORK LIGHTS IN REVERSE	WL50011	\$469
LED BEACON	WL51003	\$840
118 INCH BOLT ON EDGE	WLA80577	\$2,155
ATTACH BRACKET	WLA85346	\$5,653
118 INCH 4.6 CU YD HOOK ON HD GP BUCKET	WLA86308	\$16,867
AUTO LUBE FOR ATTACH BRACKET	WL70001	\$1,249
AUTO LUBE MACHINE	WL70003	\$12,551
BOOM SUSP	WL80001	\$6,919
3 SECTION MATERIAL HANDLING ARM	WLA92008	\$10,463
3RD FUNCTION WITH DETENT	WL61016	\$6,229
Total List Price		\$483,734
Sourcwell % off List		42.9%
Sourcwell Machine Price		\$276,212

See Front Page of Quote for Total Purchase Price

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Quote Valid for 90 days



Contract: NYS OGS
032119-CONTRACT
VCE PC69437

Date: 1/6/2022

Buying Agency:	CHEMUNG COUNTY	Dealership:	ALTA CONSTRUCTION EQUIPMENT NY, LLC
Contact Person:	TIM	Prepared By:	ANNE M JACKSON
Phone:		Phone:	315-437-2611
Email:		Email:	anne.jackson@vanquip.com

Sourcewell Product Code D - Volvo Pricing Catalog: Wheel Loaders Large

A. Catalog / Price Sheet Items being purchased

Quan	L120H	Unit Pr	Total
1		\$276,212	\$276,212
		Sourcewell Machine Price:	\$276,212
		Additional Discount:	-\$26,000
		Subtotal A:	\$250,212

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
		Subtotal B:	\$0

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

FRT TO CUSTOMER AND ATTACHMENT FRT	\$2,300
PDI	\$1,000
5 YR 5000 HOUR PREMIER WARRANTY	\$9,526
LESS TRADE VOLVO L120G SN 30021 2012	-\$50,000
Subtotal C:	-\$37,174

Delivery Date:

D. TOTAL PURCHASE PRICE (A+B+C):

\$213,038

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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Tracey Road Equipment on behalf of the Chemung County Department of Public Works (2023 10-Wheel Truck)

Resolution #: 22-186

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution to purchase a 10-wheel truck to replace DPW Unit 54. This truck is used year round for plowing and hauling.

\$275,000 of American Rescue Plan funds will be utilized. The truck is budgeted in the approved 2022 DPW Capital Budget.

See attached quote which piggybacks from Onondaga County's Contract #8996. This will be a 2023 model year truck.

ATTACHMENTS:

File Name	Description	Type	Upload Date
CHEMUNG_COUNTY_2023_2024_114SD_15_FOOT_BOX.pdf	Tracy Equipment Quote	Cover Memo	3/3/2022

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SALES ORDER

Date 1/25/22Purchaser CHEMUNG COUNTYAddress 803 CHEMUNG ST.City HORSEHEADS State NY Zip Code 14845County CHEMUNG Phone 607-739-3898Contact Name TIM Cust No. _____

6803 Manlius Center Rd., East Syracuse NY 13057

Tracey Road Equipment Facility Numbers:

<input type="checkbox"/> Syracuse (HQ):	4340816	(315) 437-1471
<input type="checkbox"/> Albany:	7076202	(518) 438-1100
<input checked="" type="checkbox"/> Binghamton:	7079332	(607) 775-5010
<input type="checkbox"/> Queensbury:	7122340	(518) 793-9688
<input type="checkbox"/> Rochester:	7101647	(585) 334-5120
<input type="checkbox"/> Utica:	7125311	(315) 765-8746
<input type="checkbox"/> Watertown:	7083886	(315) 788-0200

THE PURCHASER OFFERS TO PURCHASE FROM THE DEALER/SELLER FOR THE STATED PRICE THE VEHICLE AND/OR EQUIPMENT AS DESCRIBED BELOW

PO #	TERMS OF SALE: NET 30	FOB HORSEHEADS, NY	STANDARD WARRANTY: FREIGHTLINER LEVEL II WARRANTY	SALESMAN # 991
------	--------------------------	-----------------------	--	-------------------

INVENTORY #	DESCRIPTION	PRICE	
TBD	NEW 2023/2024 FREIGHTLINER 114SD TANDEM AXLE CAB & CHASSIS	\$275,360.28	28
	DETROIT DD13 470HP 1650LB/FT ENGINE, ALLISON 4500RDS AUTOMATIC TRANSMISSION,		
	MERITOR 20,000LB FRONT AXLE, MERITOR 46,000LB TANDEM REAR AXLE, TUFTRAC 46,000LB REAR		
	SUSPENSION, 4.89 REAR AXLE RATIO, 80 GALLON FUEL TANK, COMPLETE SPEC ATTACHED.		
	EW4 7YR/150,000 MILE EXTENDED ENGINE WARRANTY / 5YR ALLISON EXTENDED WARRANTY	INCLUDED	
TBD	VIKING DUMP BODY/PLOW PACKAGE PER QUOTE #1585 DATED 12/29/2021 WITH 1516HWII OPTION	INCLUDED	
	QUOTED OFF ONONDAGA COUNTY CONTRACT #8996 UNDER CURRENT MODEL YEAR (2023) PRICING. DUE TO UNCERTAINTY WITH DAIMLER TRUCKS NORTH		
	AMERICA'S PRODUCTION, TRACEY ROAD EQUIPMENT CANNOT GUARANTEE THE CHASSIS DELIVERY DATE, NOR PRICE. AS SUCH, ANY/ALL PRICE		
	INCREASES ASSOCIATED WITH THE POTENTIAL MODEL YEAR 2024 PRICING, WILL NOT BE THE RESPONSIBILITY OF TRACEY ROAD EQUIPMENT AND ARE TO		
	BE PAID BY CHEMUNG COUNTY. ONCE A FREIGHTLINER PRODUCTION SLOT COMES AVAILABLE, YOU WILL BE CONTACTED REGARDING PROJECTED		
	DELIVERY TIME-FRAME AND UPDATED PRICING. YOU WILL THEN HAVE TO DECIDE IF YOU'D LIKE TO CANCEL OR TO PROCEED BY ISSUING AN UPDATED P.O.		
	AND/OR SIGNING AN UPDATED SALES ORDER, WITHIN A TIMELY MANNER, OR YOUR ORDER (CHASSIS AND EQUIPMENT), WILL BE VOIDED.		
THE MILEAGE ON THE ODOMETER IS _____ AND / IS NOT ACCURATE, REFER TO THE FEDERAL MILEAGE STATEMENT FOR DISCLOSURE			
IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT TIME OF DELIVERY.			
Purchaser Accepts Optional EQUIPMENT SERVICE CONTRACT		Purchaser Declines Optional EQUIPMENT SERVICE CONTRACT	
PowerTrain \$ _____		PURCHASER'S INITIALS _____	
PowerTrain Plus Hydraulics \$ _____			
Full Machine \$ _____			
Terms and Conditions per the attached contract.			
PURCHASER'S INITIALS _____			
TRADE-IN ALLOWANCE:		SUBTOTAL	
		\$275,360.28	
BALANCE OWED TO:		NET TRADE-IN ALLOWANCE	
		N/A	
NET TRADE ALLOWANCE (EQUITY)		(EXEMPT) SALES TAX	
		EXEMPT	
TRADE: _____		FEDERAL EXCISE TAX	
YEAR _____ MAKE _____ MODEL _____		N/A	
ENG. _____ SERIAL # _____		WASTE MANAGEMENT TIRE TAX	
SERVICE METER READING (if applicable) _____		N/A	
THE MILEAGE ON THE ODOMETER IS _____ AND IS/IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.		TOTAL PRICE	
CONDITION OF TRADE _____		\$275,360.28	
PURCHASER'S SIGNATURE _____		RECEIPT NO. _____	
		DEPOSIT _____	
		BALANCE DUE	
		\$275,360.28	

ONLY THE MANUFACTURER OR SUPPLIER AND NOT TRACEY ROAD EQUIPMENT, INC. (DEALER/SELLER) SHALL BE LIABLE FOR PERFORMANCE UNDER ANY AND ALL WARRANTIES MADE BY SUCH MANUFACTURER OR SUPPLIER. UNLESS DEALER/SELLER, ON ITS OWN BEHALF, FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY, OR ENTERS INTO A SERVICE CONTRACT WITH PURCHASER, DEALER/SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES, AND ALL USED CONSTRUCTION EQUIPMENT SOLD BY DEALER/SELLER, WHICH PURCHASER UNDERSTANDS AND AGREES IS BEING SOLD BY DEALER/SELLER "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

IF THIS ORDER IS FOR A USED VEHICLE THAT BY LAW REQUIRES A FEDERAL TRADE COMMISSION WINDOW FORM, THE INFORMATION YOU SEE ON THE WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The front and back of this Order, the attached Written Warranty/Coverage Acknowledgement (the "Acknowledgement"), if signed by Purchaser and Dealer or Seller, and/or any financing and security agreement (a "Financing Agreement") entered into by Purchaser in connection with this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning Financing Agreement and any other agreement specified in this Order shall be referred to herein as the "Order". Purchaser hereby certifies that no credit has been extended to him/her for the purchase of the motor vehicle(s) or construction equipment described in this Order except as is stated in this Order. Purchaser hereby acknowledges that he/she has read the Terms and Conditions that are printed on the back of this Order and agrees that said Terms and Conditions are part of this Order the same as if they were printed on the front hereof above Purchaser's signature. Purchaser or, if purchaser is not an individual, Purchaser's representative, hereby certifies that he/she is of legal age and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

PURCHASER XSALESMAN 991 [Signature]

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BY X

ACCEPTED BY SALES MANAGER _____

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (these "Terms"), together with the Sales Order (the "Order") (including any applicable documents or agreements referenced in the Order), are the exclusive terms and conditions that apply to any Order made by the Purchaser identified on the Order ("Buyer") and Tracey Road Equipment, Inc. ("Seller").

1. The Order (and any modification thereto) shall not become binding upon the parties hereto until and upon such time as both Seller and an authorized Sales Manager or Officer of Seller indicates in writing the approval and acceptance of the Order on behalf of Seller. Once accepted, the Order shall become a binding contract between the parties. Seller shall not be obligated to accept any Orders.
2. All sales by Seller to Buyer with respect to Orders approved by Seller are expressly limited to the terms set forth on the Order (including any applicable documents or agreements referenced in the Order) and these Terms. Any additional, different or conflicting terms or conditions contained in Buyer's standard terms and conditions of purchase, procurement documents, purchase orders, acknowledgements, or other instruments or instructions requesting quotes or to order products, or other responses hereto are hereby objected to and rejected by Seller without need of further notice of objection or rejection and shall be of no effect and not binding on Seller in any circumstances unless and only to the extent accepted in writing by Seller. Buyer will be deemed to have assented to these Terms by submitting an Order or otherwise agreeing to purchase vehicles and/or equipment (collectively "Vehicles"), unless otherwise agreed in writing by the parties. The Order (including any applicable documents or agreements referenced in the Order) and these Terms constitute the entire and only agreement between the parties hereto; and any representation (oral or in writing), affirmation of fact, course of prior dealings or performance, promise or condition in connection therewith or usage of trade not expressly incorporated herein shall not be binding on either party.
3. Seller's prices are subject to change at any time without notice except to the extent set forth in an Order accepted by Seller. Prices are exclusive of any property, sales, use, excise, and value-added taxes, insurance, shipping, handling, special packaging instructions, fuel surcharges, charges and import and export duties, all of which shall be the responsibility of Buyer. Any taxes and duties, when applicable, shall be paid by Buyer unless Buyer supplies an acceptable exemption certificate.
4. Unless otherwise agreed in the Order or in writing by Seller, payment for all Vehicles is due at time of delivery. Payments shall be made in U.S. Dollars without setoff or deduction. All past due amounts are subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowable under law. Accrued collection costs, such as legal fees and expenses, are payable by Buyer as accrued.
5. The title and right of possession to any Vehicles set forth in an Order shall remain vested in Seller until all sums due or that become due from Buyer and all indebtedness of Buyer to Seller, no matter how evidenced, has been fully paid to Seller. Upon payment in full, ownership of such Vehicles shall transfer to Buyer. In the event Buyer breaches the Order or these Terms, including, but not limited to, the obligation to make timely payment of the purchase price and all other amounts that are or may become due to Seller, Seller may accelerate the payment and declare the whole amount of the purchase price, together with all other amounts to which Seller is or may be entitled, immediately due and payable in full. In addition, and without limiting any of Seller's other rights or remedies, upon Buyer's breach, or if Seller at any time deems itself insecure, unsafe or at risk with respect to Buyer's payment or other obligations, Buyer agrees to promptly cause Seller and/or its representative(s) to have access to, and agrees that Seller and/or its representatives may enter, the premises where the Vehicle is located, take possession of and/or remove such Vehicles, and sell the same at public or private sale, retaining from the proceeds all amounts then due and owing by Buyer to Seller, together with any and all costs and expenses of repossession and sale, including, but not limited to, attorneys' fees, and Seller agrees to pay over any excess, if any, to Buyer. If the proceeds from the sale fail to satisfy the amount due, interest, expenses and any other amounts to which Seller is entitled under these Terms or applicable law, Buyer shall remain responsible for and shall pay to Seller the deficiency on demand of Seller. Seller may bid on and/or purchase the Vehicles at any sale held under this provision.
6. In addition to Seller's rights and remedies as otherwise described herein, upon any breach or default by Buyer of the Order or these Terms, Seller shall be entitled to exercise any or all remedies available to it under these Terms and under applicable law, including, but not limited to: (a) suspending performance of the subject Order or any other order by Buyer and/or its affiliated and/or related persons or entities; (b) canceling pending orders and refusing to accept future orders from Buyer and/or its affiliated and/or related persons or entities; (c) acceleration of any amounts due by Buyer to Seller; (d) recovering damages, including, but not limited to, consequential and incidental damages; (e) exercising all rights and remedies available to it under the Uniform Commercial Code ("UCC") and other applicable law; and (f) being entitled to indemnification from Buyer for any claims, damages, losses, liabilities, and costs and expenses (including reasonable attorneys' fees).
7. Until such time as title to said Vehicle shall pass to Buyer, Buyer agrees to maintain insurance on said Vehicle against all hazards in an amount not less than the unpaid balance of the purchase price, and to provide public liability insurance in an amount which may reasonably be required by Seller. Such insurance must name Seller as a party in interest/additional insured and be available for examination by Seller upon demand.
8. Buyer hereby grants to Seller a first-priority security interest in all Vehicles purchased by Buyer which shall continue until the Vehicles are paid for in full. Buyer agrees that Seller may execute and file one or more Financing Statements under the UCC or other similar laws, in any and all relevant jurisdictions, without Buyer's signature thereon to evidence its security interest.
9. Unless otherwise agreed in writing, Vehicles to be shipped by Seller will be shipped FOB Seller's warehouse by transportation mode selected by Seller and using packaging, if applicable, selected by Seller. Risk of loss or damage passes to Buyer upon tender of the Vehicles to the carrier. Claims for products damaged or lost in transit after risk of loss or damage has transferred are to be made by Buyer directly with carrier. Buyer shall remain responsible for payment in full notwithstanding any loss or damage once risk of loss or damage has transferred. All shipping dates are approximate unless Seller has agreed to a guaranteed shipping date in writing. Seller shall not be liable for any delays in shipment or early shipment, however caused, provided that Seller has used reasonable efforts to provide for timely delivery. Seller reserves the right to make deliveries in installments and to modify orders based on product availability.
10. Buyer shall notify Seller in writing of any visible defects, quantity shortages or incorrect product shipments prior to first use of the applicable Vehicle and in any event no later than (5) days from Buyer's receipt of shipment. Thereafter, Buyer shall have no right to reject the products for any reason or revoke acceptance, and shall be deemed to have conclusively accepted the products.
11. Seller shall not be liable or responsible for any claims, losses, liabilities or damages, including, but not limited to, personal injuries or property damage, suffered or sustained in the operation or use of the Vehicles purchased by Buyer under the Order regardless of the nature of the claim, loss, liability or damage, nor for any damages by reason of

any delays or any alleged failure of said Vehicles to operate. The liability of Seller, if any, shall be limited to the standard warranty offered by the manufacturer, if any. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ALL, EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY VEHICLE OR EQUIPMENT OR ITS USE OR OPERATION, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be bound by any representations, warranties or other terms made by any agent relative to the transactions contemplated under the Order unless the same are expressly included in these Terms. Buyer acknowledges that the manufacturer's warranty, if any, does not obligate the manufacturer or Seller to bear the cost of the labor or other similar costs or expenses necessary to repair or replace any defective parts.

12. Buyer shall not use or operate any Vehicle which is considered to be defective, without first notifying Seller in writing of its intention to do so, and any such use or operation by Buyer will be at Buyer's sole risk and liability, whether before or after notifying Seller of its intent to use or operate the same.

13. Buyer agrees that this Order and these Terms shall not be countermanded by Buyer, and when the Order is accepted by Seller in writing, it will apply with respect to all agreements between the parties relative to the transactions contemplated under the Order, except as the same may be amended or supplemented by the terms of a written Security Agreement, if any.

14. For any and all vehicles or equipment traded-in by Buyer, Buyer represents and warrants that (a) it owns such vehicles and/or equipment being transferred to Seller, (b) the vehicles and/or equipment are free and clear from all liens, claims and encumbrances, and (c) the vehicles and/or equipment are in good working order and Buyer is aware of no defects, faults or damage with respect to the same not disclosed in writing to Seller. Buyer agrees to indemnify, defend and hold harmless Seller from and against any breach or inaccuracy by Buyer of the foregoing.

15. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOOD WILL, ARISING OUT OF THE PURCHASE FROM SELLER OF ANY VEHICLE OR ITS USE OR OPERATION, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF FOR ANY REASON THE ABOVE DISCLAIMER OF CLAIMS, LOSSES, LIABILITIES OR DAMAGES IS DEEMED UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, BUYER AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO SELL THE VEHICLES TO BUYER, THAT UNDER NO CIRCUMSTANCES SHALL SELLER'S TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SALE, USE OR OPERATION OF THE VEHICLES OR THE ORDER OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED UPON BREACH OF WARRANTY), EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER FOR THE VEHICLE AND/OR EQUIPMENT THAT GAVE RISE TO THE CLAIM.

16. Seller shall be entitled to offset any amounts owed by it to Buyer against any payment or compensation that is owing and unpaid by Buyer to Seller.

17. The Order and these Terms, and the underlying obligations of the parties relating to the sale of Vehicles to Buyer, shall be governed by and construed in accordance with the laws of New York State, without regard to conflicts of laws. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any sale of Vehicles by Seller to Buyer. Any dispute regarding any Order or these Terms shall be resolved in a court located within Onondaga County, New York, and Buyer consents to the personal jurisdiction of any such court. THE PARTIES WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LEGAL DISPUTE.

18. Buyer shall be liable for any and all costs and expenses, including attorneys' fees and disbursements, incurred by Seller in the exercise of any right or remedy granted or mentioned herein or otherwise available to Seller under applicable law.

19. Seller shall not be liable for any failure or delay in the performance of any of its obligations or any damages resulting therefrom, if such delay or failure is caused by act of God, embargo, governmental action or regulation, fire, strike, lockout or other labor strife, war, riot, terrorism (or threat thereof), accident, equipment failure, delay in the manufacture, transportation or delivery of materials, shortage and/or increase in prices of raw materials or supplies, communications failures, and other any other causes beyond the reasonable control of Seller.

20. Buyer agrees, to the maximum extent permitted by law, that any claim Buyer may have against Seller or any of its directors, officers, agents or employees must be filed within one (1) year of the date on which the claim arose.

21. In addition to all other remedies available to Seller under these Terms, at law or in equity, Seller shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing these Terms. Buyer acknowledges that failure to comply with these Terms will result in irreparable harm to Seller.

22. The relationship of Seller and Buyer as created by the Order and these Terms is that of independent contractors. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other party.

23. No waiver, alteration, or modification of any of the provisions of the Order or these Terms shall be binding unless in writing and signed by Seller. No delay or failure by Seller in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any right, privilege, remedy or option.

24. If any provision of the Order or these Terms is determined to be invalid or unenforceable, such provision shall be invalid or unenforceable only to the minimum extent required, and all other provisions shall remain in force and effect.

25. The Order and these Terms are not intended to benefit any third party.

26. Buyer shall not delegate any duties or assign any rights or claims under the Order or these Terms without Seller's written consent. Any attempted or purported delegation or assignment by Buyer in violation of the foregoing is void.

27. If applicable, the Equal Employment Opportunity and Affirmative Action Clause, as set forth by the Department of Labor, 41 C.F.R. Sections 60-1.4(a) is hereby incorporated by reference herein insofar as it is required by such regulations and unless exempted by applicable statutes, rules, regulations or orders. Buyer agrees, unless exempted, to incorporate by reference and abide by Executive Order 11246. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

28. The provisions of these Terms which by their nature should survive shall survive in effect and survive any termination or completion of any order.

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to Stewart P. Wilson, Inc. on behalf of the Chemung County Department of Public Works (RFB-2402 Highway Fuel)

Resolution #: 22-187

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Attached is the bid tab for RFB-2402 Highway Fuel. We had a single bidder, Stewart P. Wilson, Inc. Prices in the bid reflect a cost over the regional rack price, to include delivery to our facilities and project sites.

Budgeted amount for 2022 is \$192,500. Fuel types in the bid include: Premium and 10% Ethanol Gasoline, and Ultra-Low Sulfur Diesel fuels for summer and winter. Also included in the bid are skid tanks for fuel storage at project sites.

See attached bid package and bid tab; please advise if you have any questions.

Thanks,
Andy Avery

ATTACHMENTS:

File Name	Description	Type	Upload Date
RFB-2402_Highway_Fuel_-_Bid_Package_(Stewart_P._Wilson).pdf	RFB-2402 Highway Fuel-Bid Package	Cover Memo	3/15/2022
Copy_of_RFB-2402_Highway_Fuel_Bid_Tab.pdf	RFB-2402 Highway Fuel Bid Tab	Cover Memo	3/15/2022

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COPY

FORM FOR SUBMISSION OF BID FOR RFB-2402 HIGHWAY FUEL

The undersigned hereby declares that he/she has carefully examined all bid documents and all interpretations of any addenda and is satisfied as to all the quantities and conditions, and understands that in signing this Bid he/she waives all rights to plead any misunderstandings regarding the same.

Pursuant to and in compliance with the Bid Documents relating thereto, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the bid price(s) as follows:

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within ten (10) business days after the date of such delivery, execute and deliver the Contract(s) in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addenda, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # 1 Addendum # _____ Addendum # _____

STEWART P. WILSON INC. - JAMIE L. WADE - PRESIDENT
Name of Company or Authorized Representative submitting bid

Jamie L. Wade President 3-8-22
Signature of Bidder or Company Authorized Representative Date

STEWART P. WILSON INC. P.O. Box 49 WATKINS' GLEN N.Y. 14891
Name and Address of Company

Phone (607) 535-6532 Fax (607) 535-9820 SPFUEL@AOL.COM
Phone and Fax Numbers of Company Email

FORM FOR SUBMISSION OF BID
FOR CONTINUED ON NEXT PAGE

FORM FOR SUBMISSION OF BID FOR RFB-2402 HIGHWAY FUEL (cont'd)

BID FORM - HIGHWAY FUEL				
Unit price bid per gallon for fuel shall be based on daily DTN regional rack prices. Prices are posted gross and do not include taxes. Price will include a differential over the posted price				
Bid Item	Bid Item Description	UNIT	UNIT PRICE DIFFERENTIAL	
			Figures	Words
GASOLINE - Conventional			DOLLARS PER GALLON	
1P	Premium	GAL	\$0.1825	ZERO POINT ONE EIGHT TWO FIVE
GASOLINE - With 10% Ethanol (Denatured) Handblend				
2R	Regular (87 Octane)	GAL	\$0.1625	ZERO POINT ONE SIX TWO FIVE
DIESEL FUEL GRADE 2D Ultra Low Sulfur (undyed on road)				
3DS	Summer	GAL	\$0.1350	ZERO POINT ONE THREE FIVE ZERO
3DW	Winter	GAL	\$0.1450	ZERO POINT ONE FOUR FIVE ZERO
SKID TANK				
500 GAL. WITH 12 VOLT PUMP & DISPENSING HOSE AT JOB SITE			\$ 0 Weekly	NO - CHARGE
<u>DELIVERY GUARANTEE:</u>				
<ul style="list-style-type: none"> • Vendor shall deliver fuel on an automated schedule which adjusts with seasonal consumption. • As a public service department it is imperative to avoid disruption of departmental service. • Fuel shall be delivered to worksites a maximum of 8 hours after receipt of order. • In an emergency (low fuel level) fuel shall be delivered a maximum of <u>4 hours</u> after receipt of order. 				
After hours contact numbers: <div style="display: flex; justify-content: space-between;"> <div> <u>JAMIE L. WADE (607) 227-1458</u> <small>Name phone number</small> </div> <div> <u>JONATHAN L. WADE (607) 227-1995</u> <small>Name phone number</small> </div> </div>				

Price differential bid is net gallon F.O.B. storage tank, including all custom duties, charges and fees. No other additional charges will be allowed.

Bidder must obtain excise tax refund.

No minimum orders

STEWART P. WILSON INC. JAMIE L. WADE - PRESIDENT

Name of Company or Authorized Representative submitting bid

Jamie L. Wade President 3-8-22

Signature of Bidder or Company Authorized Representative Date

(END OF SECTION)

STAMP_ITEMNUMB

Vendor Certification

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the City) against failed contracts.

The following factors are to be considered in making a responsibility determination:

- i. Legal Authority to do business in New York State
- ii. Integrity
- iii. Capacity – both organizational and financial
- iv. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Vendor Responsibility Form

Vendor Name: STEWART P. WILSON INC.

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under

governmental law?

YES _____ NO X

- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?

YES _____ NO X

- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"

YES _____ NO X

- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?

YES _____ NO X

- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 1277?

YES _____ NO X

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

Authorized Signature: Dominic S. Wilson PRESIDENT Date: 3-8-22

(Attach Additional Sheets if Necessary)

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

A. By submission of this bid, each bidder and each person signing on behalf of any bidder 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 knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

 PRESIDENT - STEWART P. WILSON INC.
Signature of Bidder

ALL BIDDERS MUST SIGN AND SUBMIT THIS CERTIFICATION WITH THE BID

**WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.


Stewart P. Wilson
Authorized Signature for Bidder

PRESIDENT - STEWART P. WILSON INC
Title

3-8-22
Date

(Corporate Seal, if any)

(If no seal, write "No Seal"
across this place and sign)

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, which generally prohibits the County of Chemung from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: Schuyler Co., New York
March 8, 2022

STEWART P. Wilson Inc.
Name of Bidder

Jamie L. Wade
Signature of Authorized Official

Jamie L. Wade President
Printed or Typed Name of Official and Title

Sworn to before me this
8 day of March, 2022

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER:

Bidder's Name: STEWART P. WILSON INC.

Address and Zip Code: P.O. BOX 49 WATKINS GLEN, N.Y. 14891

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?

Yes ☒ No ☐

If answer is yes, identify the most recent contract: CHEMUNG COUNTY HIGHWAY FUEL 2020

2. Were compliance reports required to be filed in connection with such contract or sub-contract?

Yes ☐ No ☒

If answer is yes, identify the most recent contract: _____

a. Has bidder filed all compliance reports due under applicable instructions?

Yes ☐ No ☐ None Required ☒

4. If answer to Item 2.a is "No", please explain in detail.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Jamie L. Wade 3-8-22

Signature

Date

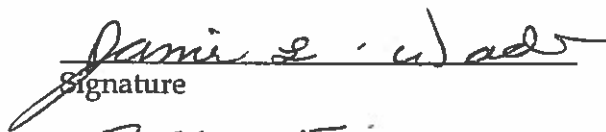
JAMIE L. WADE - PRESIDENT

Name & Title Typed

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.


Signature

PRESIDENT
Title

3-8-22
Date

STEWART P. WILSON INC.
Company Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURED 260-600-2 STEWART P WILSON INC 2050 STATE ROUTE 14 MONTAUR FALLS, NY 14865-9727		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: FEDERATED SERVICE INSURANCE COMPANY		28304
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 67

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	6058805	11/15/2021	11/15/2022	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000	
	MED EXP (Any one person)						EXCLUDED	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6058805	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	N	N	6058807	11/15/2021	11/15/2022	EACH OCCURRENCE	\$5,000,000
	AGGREGATE						\$5,000,000	
							00	
							00	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
	E.I. EACH ACCIDENT						00	
	E.I. DISEASE - EA EMPLOYEE						00	
	E.I. DISEASE - POLICY LIMIT						00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

260-600-2
CHEMUNG COUNTY
203 LAKE STREET
PO BOX 588
ELMIRA, NY 14902-0588

67 0

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Ken

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CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2402
Highway Fuel (2022 - 2023)

Bid Opening: March 9, 2022 at 2:00 pm

Bidders	Stewart P. Wilson Inc.
Surety	Check
Addendum #1,#2,and#3	Acknowledged Addendum #1
Bid Item	Unit Price Differential/Per Gallon
Gasoline - Conventional	
1P - Premium	\$0.1825
Gasoline - With 10% Ethanol (Denatured) Handblend	
2R - Regular 87 Octane	\$0.1625
Diesel Fuel Grade 2D Ultra Low Sulfur (undyed on road)	
3DS - Summer	\$0.1350
3DW - Winter	\$0.1450
Skid Tank	Per Week
500 Gal. with 12 Volt Pump& Dispensing Hose at Job site	\$0.0000
Delivery Guarantee	
Vendor shall deliver fuel on an automated schedule which adjusts with seasonal consumption. As a public service department it is imperative to avoid disruption of departmental service.	
Fuel shall be delivered to worksite a maximum of 8 hours after receipt of order.	
In an emergency (low fuel level) fuel shall be delivered a maximum within <u>4 hours</u> of after receipt of order	
After Hours Contact Numbers:	
Name, Phone number	Jamie L.Wade, 607-227-1458
Name, Phone number	Jonathan L. Wade, 607-227-1995

STAMP ITEM NUMBER

Price differential bid is net gallon FOB storage tank, including all custom duties, charges and fees. No other additional charges will be allowed. Bidder must obtain excise tax refund.

Missing notary on sexual harassment

STAMP_ITEMNUMBER



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Phoenix Graphics, Inc. on behalf of the Chemung County Board of Elections

Resolution #: 22-188

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing a purchase agreement with Phoenix Graphics, Inc. as a sole source provider. Purchases include printing absentee, affidavit and election day ballots, as well as other additional election related printing supplies, not to exceed \$50,000 for the year 2022.

Phoenix Graphics is an approved sole source provider (Resolution #21-258). They provide time sensitive absentee/affidavit ballots, as well as Dominion Optical Scan Election Day and Early Voting ballots. Additionally, following state election laws, they print all absentee and affidavit ballot envelopes, as well as other mandated election supplies. A total cost not to exceed \$50,000 from 01/01/22 to 12/31/22.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Phoenix_Graphics_letter_8739.pdf	Phoenix Graphics Letter	Cover Memo	2/8/2022
Phoenix_Graphics_sole_source_letter.pdf	Phoenix Graphics Sole Source Letter	Cover Memo	2/8/2022

STAMP_ITEMNUMB

Phoenix Graphics, Inc.

Chemung County Board of Elections
378 South Main Street
PO Box 588
Elmira, NY 14902-0588
Attention: Commissioners of Elections

Dear Commissioners,

Phoenix Graphics is a certified NYS ballot printer for the Dominion Optical Scan Voting System. Please see the enclosed letter from Dominion with regards to our certification. All ballots are produced in strict accordance with NYS Election Law, regulations 6210 and the Statewide OGS 5 Year Contract requirements.

Sincerely,

PHOENIX GRAPHICS, INC.



Sal DeBiase
President



215 SPADINA AVENUE, TORONTO, ON M5T 2C7

January 2, 2020

RE: APPROVED SUPPLIER: PHOENIX GRAPHICS

To Whom It May Concern:

This letter is to inform you Phoenix Graphics of Rochester, NY is in good standing order under the Dominion Voting Systems Approved Supplier Program.

Under this program, Phoenix Graphics is qualified to print Dominion Voting Systems ballots for use all ImageCast Scanning systems. In addition, Phoenix Graphics is granted access to the latest Dominion Democracy Suite software and ImageCast scanners to support ballot production to Board of Election Offices.

For further information, please do not hesitate to contact me
gio.costantiello@dominionvoting.com.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Gio Costantiello'.

Gio Costantiello
Regional Sales Manager
Dominion Voting Systems



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with SHI Inc. on behalf of the Chemung County Department of Information Technology

Resolution #: 22-189

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This purchase is the annual renewal of our Splunk Log & Event Management solution. Splunk is a vital piece of our infrastructure's security and auditing measures. It is included in the Software Maintenance account (10-1680-1680-50508.01) of the 2022 IT Operating Budget

ATTACHMENTS:

File Name	Description	Type	Upload Date
SHI_Quote-21559878.pdf	SHI Quote-21559879	Cover Memo	2/25/2022

STAMP_ITEMNUMB



Pricing Proposal
Quotation #: 21559878
Reference #: 2/3/2022
Created On: 2/3/2022
Valid Until: 3/15/2022

NYS COUNTY OF CHEMUNG

Aaron Dowd

210 Lake Street
ELMIRA, NY 14902
United States
Phone: 607-873-1144
Fax:
Email: Adowd@chemungcountyny.gov

Inside Account Executive

Robert O'Grady

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-667-2786
Fax:
Email: robert_ogrady@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Splunk Cloud Subscription with Standard Success Plan - 35 GB/day Includes - 3150 GB of storage Splunk - Part#: SE-S-CLD-ST Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/14/2022 – 3/13/2023 Note: Participant ID# 95833	1	\$27,042.00	\$27,042.00
2 Splunk Cloud Subscription - Dynamic Data Archive - 500GB Increments - 1yr (19 units) Splunk - Part#: SE-S-ARC Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/14/2022 – 3/13/2023 Note: Participant ID# 95833	19	\$155.62	\$2,956.78
Total			\$29,998.78

Additional Comments

Please Note: Splunk has a no returns policy

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

STAMP_ITEMNUM

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to USALCO, Inc., on behalf of the Chemung County Sewer Districts (RFB-2388 - Polyaluminum Chloride)

Resolution #: 22-190

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing awarding the bid for a project for extraction of phosphorous from wastewater for the Chemung County Sewer District facility to USALCO, Inc. at a bid price of \$0.24/pound. The low bid vendor (Slack) does not meet specifications as they did not complete a full scale plant trial run as outlined in the bid specification. CCSD recommends the next low bid vendor, USALCO, for award and meeting all bid specifications. Bid tabulation is attached. We consume approximately 400,000 pounds per year, which approximately equates to \$96,000 per year. Justification that the low bid vendor does not meet bid specifications and that CCSD is in turn recommending award to the next low bid vendor with bid specifications met has been submitted to the Purchasing and Legal Depts. for review.

ATTACHMENTS:

File Name	Description	Type	Upload Date
RFB-2388_Phosphorous_Extraction_Bid_FINAL.pdf	RFB-2388 Phosphorus Extraction Bid Final	Cover Memo	3/7/2022
Copy_of_RFB-2388_Product_for_Extraction_of_Phosphorus_from_Wastewater_Bid_Tab.xls	RFB-2388 Product for Extraction	Cover Memo	3/7/2022
Usalco_Bid_documents.pdf	USALCO Bid Documents	Cover Memo	3/7/2022

STAMP_ITEMNUMB

Chemung County – City of Elmira Purchasing Department

John H Hazlett Building
203 Lake Street 2nd Floor, PO Box 588
Elmira, NY 14902-0588
PH: 607-737-3577 FX: 607-737-2073

NOTICE IS HEREBY GIVEN, that sealed bids are sought and requested by the County of Chemung for the purchase of the following:

RFB-2388 PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER

Sealed Bids will be received in the Chemung County – City of Elmira Purchasing Department, Second Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York **until 1:45 P.M. on March 3, 2022** where the bid opening will be broadcast publicly via WebEx at 2:00 P.M. on the date due. Login information to the WebEx meeting can be found on the Purchasing website at:

https://www.chemungcountyny.gov/departments/o_-_r_depatments/purchasing_department/index.php

No bidder may withdraw their bid within forty-five (45) days after the date of the bid opening.

Please take note:

Bids may now be submitted electronically via the Empire State Bid System website at www.bidnetdirect.com/new-york OR delivered in hard copy (in duplicate) to the Chemung County Purchasing Department, at the above address. Please refer to page 2 of the bid document, **Bid Electronic Submission Procedures**, for further instructions on submitting your bid electronically.

- The Purchasing Office is **closed** between 12:00 Noon and 1:00 P.M. daily.
- The Purchasing Office receives one (1) daily US Mail delivery **after 2:00 P.M.**
- Any bid received **in the Purchasing Office or electronically after 1:45 on the due date will not be considered.**
- If submitting Electronic bids, hard copy bids are not required to be submitted.
- Hard copy bids delivered to the Purchasing Department must be **in duplicate** (one original and one exact copy).
- The County of Chemung reserves the right to reject any and all bids and to waive any informality.

Proposals must be made upon and in accordance with the bid documents. Bid documents may be obtained on or after **January 27, 2022** on-line at www.empirestatebidsystem.com. Vendors must first register for either the free service or the paid service at that site. The paid service **is not required** to obtain County or City bids. After registration, click on ***Chemung County/City of Elmira*** from the list of participating agencies; click on the ***title of the bid*** or search the ***NIGP codes***. Copies from any other source are not considered official copies. Only those proposers who obtain bidding documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued.

PLEASE NOTE THAT IF YOU CHOOSE THE FREE SUBSCRIPTION, YOU MUST VISIT THE WEBSITE UP UNTIL THE RESPONSE DEADLINE FOR ANY ADDENDA.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

By: Tricia A. Wise, NIGP-CPP, CPPO, CPPB
Purchasing Director

Inserted in the Star Gazette and Corning Leader: January 27, 2022

STAMP_ITEMNUMB

SECTION 1 - CONDITIONS OF WORK

1.1 Receipt and Opening of Bids: The County of Chemung, New York (herein called the Owner) invites bids on the form attached hereto. Each bidder shall submit their bid electronically via the online bidding system or deliver in hard copy in a sealed envelope which shall bear thereon the following inscription:

RFB-2388 – PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER

ELECTRONIC BID SUBMISSION PROCEDURES

Electronic Bid Submission

- Unit pricing, if applicable, and required bid documents shall be received on the date and time specified in the Bid Advertisement and may be submitted online via the Empire State Purchasing Group at www.bidnetdirect.com/new-york. You will receive a time and date validation once your bid has been uploaded and processed. Electronic bid submissions received after the specified deadline will not be considered.
- Submit any unit pricing, if applicable, in accordance with the line items provided.
- Complete and upload all required bid forms as one single pdf document with your bid submission.
- Bidder is solely responsible for ensuring their responses are received on time
- Chemung County will not be held responsible for the inadvertent release of any information, nor should it take responsibility for information that may be misdirected.

Electronic Bid Submission Instructions for Suppliers

- Prepare your submission materials and submit Unit pricing or attach bid proposal and upload Mandatory Forms and any other required forms/submissions to www.bidnetdirect.com/new-york.

**The Bid Submission Form
Vendor Certification
Non-Collusion Form
Waiver of Immunity
Iranian Energy Divestment Certification
Certification of Sexual Harassment
Documentation Required by Specifications
W-9**

All forms must be signed and witnessed according to the bid document instructions.

- Below is a link of a recording on how to upload your submission:
https://recordings.join.me/JY5VeM5b0kmY6_2UnAofYA
- It is important that your submission be uploaded, submitted, and finalized prior to the bid submission due date. Uploading large documents may take significant time, depending on the size of your file and your internet speed, therefore we strongly recommend that you give yourself sufficient time and at least one (1) day before closing time to begin uploading your documents and to finalize your submission.
- You will receive confirmation that your submission was finalized.
- Please note: The maximum file upload size is 2 GB and there is no limit to the number of files you can upload.
- Please contact Empire State Bid System vendor support for any technical questions or issues with your submissions at 1-800-835-4603 Press Option #2.
- Minimum System Requirements: Google Chrome is recommended.

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HARD COPY RESPONSE:

Mail or deliver the bid document in person to the address specified in the Notice to Bidders. The outside of the bid envelope must bear the name and address of the company submitting the bid.

The bidder shall submit the following **in the sealed bid envelope (one original and one exact copy):**

**The Bid Submission Form
Regret Letter (If No Bid)
Vendor Certification Form
Non-Collusion Form
Waiver of Immunity
Iranian Energy Divestment Certification
Documentation Required by Specifications
W-9**

All forms must be signed and witnessed according to the bid document instructions.

The original bid document shall be **clearly marked "ORIGINAL"**. If any discrepancy exists between the original document and the copy, the original document **shall be binding**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within forty-five days after actual date of the opening thereof.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the Bidder

The original bid document shall be **clearly marked "ORIGINAL"**. If any discrepancy exists between the original document and the copy, the original document **shall be binding**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within forty-five days after actual date of the opening thereof.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the Bidder.

1.2 Description of Item(s) Being Bid: Reference specifications section (1.02).

1.3 Taxes: The County of Chemung is a tax exempt entity.

1.4 Executory Clause: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

1.5 Pertaining to General Municipal Law: The vendor shall agree that Section 103-a and 103-b of the General Municipal Law relative to ground for cancellation of contract by municipal corporation, and

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disqualification to contract with municipal corporations, are made parts hereof as though fully set forth herein.

1.6 Specification Discrepancy: Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once, no later than seven days prior to submission of Proposal, notify the Purchasing Director in writing who will send written Addenda to all bidders where necessary. The County of Chemung will not be responsible for any oral instructions.

1.7 Non-waiver: Any waiver of any breach of covenants herein contained to be kept and performed by contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.8 Default: Provided always, these entire agreements are upon this condition, that if vendor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified vendor in writing of vendor's default hereunder and the vendor has failed to correct such default within said seven (7) days, or if vendor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel the vendor and those claiming by, through or under vendor, and remove vendor and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.9 Rejection or Acceptance of Bid: The right is reserved by the County to waive any irregularities or informalities in any proposal, to accept or reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the County is deemed the most advantageous for the public and the County. Any bid proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity of re- advertisement.

1.10 Contract Period: If applicable, see specifications, **Section 1.02.**

1.11 Weight Certification: Where materials are purchased by weight, the supplier shall use scales certified by the County of Chemung or the State of New York and the supplier shall furnish the County with certified weight tickets upon delivery of materials and as necessary and/or requested by the County.

1.12 Unauthorized Changes: If this document is found to be altered in any way by a plan holder, it shall be cause for disqualification of the plan holder from any contract resulting from this solicitation and/or any future solicitation by Chemung County or the City of Elmira.

1.13 Authorized Contract Users:

- 1. County Departments:** All Chemung County Departments may utilize and purchase under any county centralized commodity and/or service contract let by the Chemung County Purchasing Department, unless the bid specifications limit purchases/services to specific departments or prohibit such participation.
- 2. Non-Chemung County Authorized Users:** Chemung County may allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase commodities awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104.

3. Responsibility for Performance: Utilization of Chemung County centralized commodity contracts by non-County Agency Authorized Users is permitted upon the following conditions:

- a. The responsibility with regard to performance of any contractual obligation, covenant, condition, or term thereunder by any Authorized User other than County departments shall be borne and is expressly assumed by such Authorized User and not by the County.
- b. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether the County or otherwise.
- c. For a breach by an Authorized User other than a County Department, The County specifically and expressly disclaims any and all liability for such breach.
- d. Each non-county agency Authorized User and Contractor guarantees to save the County, its officers, agents, and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the contract.

1.14 Limitations to Liability: The Owner does not assume responsibility or liability for costs incurred by bidders responding to the bid or to any subsequent requests for interviews, additional data, etc.

1.15 Equal Opportunity Employment: Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

1.16 Compliance with Law: The Bidder agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.17 Iranian Energy Sector Divestment:

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder

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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Chemung County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Chemung has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

1.18 NEW YORK STATE SEXUAL HARASSMENT LAWS

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

SECTION 1.02 SPECIFICATIONS FOR: RFB-2388 PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER

A. GENERAL CONDITIONS

1. **SCOPE:** The successful bidder (vendor) shall furnish and deliver, (F.O.B. to the Chemung County Elmira Wastewater Treatment Facility, 600 Milton St., Elmira, NY 14904 and the Chemung County Sewer District No. 1 Wastewater Treatment Facility, 1700 Lake St., Elmira, NY 14901) the product required for the extraction of phosphorous from the wastewater stream. The product must be capable of reducing the effluent phosphorous level to a 0.5 mg/l.

2. **Orders:** Invoices and orders must be in the same unit of measurement as quoted on the bidsheet.

3. **Payment:** Payment shall be within thirty (30) days of County acceptance of each delivered order or vendor invoice, whichever is later.

4. **Delivery:** All deliveries shall be made between the hours of 7:00 AM and 1:00 PM Monday through Friday, unless otherwise agreed upon by both parties. Delivery will be by bulk tanker equipped with pumping equipment, hoses, hose connections and air blow off valve to unload into the Elmira Treatment Plant's bulk storage tanks at: Chemung County Elmira Wastewater Treatment Facility, 600 Milton St., Elmira, NY 14904 and the Chemung County Sewer District No. 1 Wastewater Treatment Facility, 1700 Lake St., Elmira, NY 14901.

5. **Contract Term:** The contract term shall be for 1 (one) year beginning from the date of award by the Chemung County Legislature. The contract may be extended for up to one (1) additional year under the same terms and conditions upon mutual consent between the County and the Successful Bidder(s). The Chemung County Legislature must approve any contract extension. Notice of intent to not extend by either party is required 90 days in advance of the contract expiration.

6. **Bid Price:** The bid price submitted shall be the price of the product per pound delivered including shipping, insurance, fuel surcharge and shall include technical services as specified below 1.02.A.10.

7. **Bid Price Adjustments For a Contract Extension:** If a contract extension is executed, a price adjustment will be allowed based on the Consumer Price Index (CPI-U) for all Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items (Series ID: CUUR0000SAO) as published by the US Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is available through the internet at the Bureau of Labor Statistics (BLS) website at www.bls.gov.com. If the above series ID is discontinued or not available, Chemung County reserves the right to implement another applicable index. Price adjustments using the CPI involve changing the **Unit Bid Price** by the percent change in the level of the CPI between the reference period and a subsequent time period. For this contract(s), the reference period shall be February, 2022, and the subsequent time period shall be March, 2023. This price adjustment shall become effective on April 1st, 2024 and shall remain firm through December 31st, 2024.

An example of the price adjustment calculation is as follows (figures are illustrative only):

- CPI-U (CUUR0000SAO) **March 1, 2021** 203.60 (Subsequent Period)
- CPI-U (CUUR0000SAO) **February 1, 2020** 197.60 (Reference Period)
- Equals index point change 6.00
- 6.0 Divided by "reference" period CPI-U equals .0303 points increase
- .0303 Multiplied by 100 to achieve percentage 3.03 % (percent)

- Percent change rounded to nearest whole percentage 3.00 %
- New price effective **April 1, 2021** Original Bid Price + (.03 Bid Price)

8. Award: The basis of the award of this contract will be the most cost effective product. The most cost effective product is defined as the product having the lowest total cost that will achieve the desired effluent phosphorous limit of 0.5mg/l in the wastewater stream. It is solely the vendor's responsibility to provide adequate proof of equivalence to the minimum specifications and to bear all costs associated with such proof.

9. Technical Consulting: The bid price shall include the cost for in person professional technical services and consultations at the Wastewater Facility site upon request by Chemung County Sewer Districts (The Districts) for up to five (5) days per year.

10. Trial Run: Only those vendor who have conducted plant trial runs and have met the specifications (as judged solely by District) herein stated, will be considered for the award of this contract. A maximum of two (2) of any one vendor's products may be evaluated during the trial period for jar testing and one (1) product for full scale plant test.

- a. Testing: The vendor will jar test a sample of their product at the Wastewater Treatment Plant prior to bid and submit the test results to the Chief Operator for review. Upon successful completion of the jar testing, the vendor must supply enough product, "on a no charge basis" to conduct a 1 week full scale plant test. The full scale plant test shall be conducted at no cost to the Districts. In order to be considered for the award of this contract, prospective vendors must schedule and complete the required testing on or before February 22, 2022.
- b. Record of test results: A written record of the test results will be provided to the vendor who conducts the plant trial runs. The District reserves the right to disqualify the product if the performance during full scale testing does not meet quality standards, contributes to the degradation of the plant's effluent or fails to meet the required effluent limit of 0.5mg/l.
- c. Equipment Requirements: Any products requiring special equipment or modifications needed to mix the product, put into solution or deliver it to the point of application other than that presently existing at the plant will not be considered.

A staff member will assist the vendor's representative(s) during the trial run. Operational adjustments on all equipment shall be performed by District staff only. The vendor's representative shall notify district staff of the desired adjustments in process operations. District staff will perform all sampling and operational adjustments which they deem necessary.

The District reserves the right to refuse testing based upon specifications which indicate possible safety, pumping handling or process degradation problems. Prior to testing of any and all products the vendor will supply the District with a SDS for the product(s) being tested.

11. Appointments to test a proposed product must be made by contacting Mr. Mike Lanning, Chief Operator at 607 732-5115 between the hours of 6AM and 2PM EST, Monday through Friday.

12. Performance Requirements: Product Performance must be equal to or exceed Polyaluminum Chloride (PAC) DelPAC 1525. The vendor shall cooperate closely with the District staff in scheduling, planning, and making effective use of the product and services offered. The response

for the proper operation of the total system is that of the Chief Operator. Should an unworkable situation develop in the opinion of the Chief Operator, where the vendor's product or service is considered unsatisfactory, or there is a decline in the effectiveness per pound of the product supplied that can be reasonably be attributed to deficiencies in the vendor's manufacturing or quality control, rather than to change the facilities processes, the following steps will be taken:

The Chief Operator will notify, in writing, the manufacture that an unsatisfactory condition exists and the manufacture shall have 14 days to resolve such problems to the satisfaction of the District. If no satisfactory solution has been made at the end of that period, the District shall, with advice from the Chief Operator, notify the manufacture in writing that the contract will be considered annulled in an additional thirty (30) calendar days.

FORM FOR SUBMISSION OF BID

The undersigned hereby declares that he/she has carefully examined all bid documents and all interpretations of any addenda and is satisfied as to all the quantities and conditions, and understands that in signing this Bid he/she waives all rights to plead any misunderstandings regarding the same.

Pursuant to and in compliance with the Bid Documents, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, **for the bid price(s) as follows:**

Bid Submission Form for the RFB-2388 PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER		
Bid Item	Unit Bid Price in Figures	Unit Bid Price in Words
PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER	<u>Per Pound:</u>	<u>Per Pound:</u>

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within ten (10) business days after the date of such delivery, execute and deliver the Contract in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addenda, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # _____ Addendum # _____ Addendum # _____

Name of Company or Authorized Representative submitting bid

Signature of Bidder or Company Authorized Representative Date

Name and Address of Company

Phone and Fax Numbers of Company E-Mail

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REGRET LETTER

REQUEST NUMBER:

TO WHOM THIS MAY CONCERN:

If you do not plan to bid on this offering, but wish to remain on our active vendor list, you must complete this form and return to this office by the bid due date.

Thank you for your cooperation.

Very truly yours,

Tricia A. Wise, NIGP-CPP, CPPO, CPPB
Purchasing Director

REASON FOR NOT BIDDING

- ☐ RECEIVED BID PACKAGE TOO LATE
- ☐ NOT ENOUGH TIME TO DEVELOP BID
- ☐ NOT SUFFICIENT DETAILS
- ☐ JOB TOO LARGE
- ☐ JOB TOO SMALL
- ☐ NOT INTERESTED IN THIS TYPE OF MATERIAL/SERVICE
- ☐ WORKING AT FULL CAPACITY AT THIS TIME
- ☐ CANNOT MEET TIME SCHEDULE FOR COMPLETION OF JOB
- ☐ SPECIFICATIONS TOO RESTRICTIVE
- ☐ OTHER _____

Contractor/Vendor

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Vendor Certification

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the City) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Vendor Responsibility Form

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under

governmental law?

YES _____ NO _____

- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?

YES _____ NO _____

- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"

YES _____ NO _____

- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?

YES _____ NO _____

- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?

YES _____ NO _____

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

(Attach Additional Sheets if Necessary)

Overview on Executive Order #127 May be Accessed:

<http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html>

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BIDDER'S CERTIFICATION ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I

In submitting this bid, BIDDER represents, as more fully set forth in the Bid that he/she has implemented a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment prevention training to all of its employees in accordance with New York State Labor Law §201-g.

Dated: _____, New York
_____, 20 _____

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of _____, 20 _____

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**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

A. By submission of this bid, each bidder and each person signing on behalf of any bidder 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 knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Bidder

Date

All bidders must sign this certification prior to the opening of the bids.

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**WAIVER OF IMMUNITY PURSUANT TO 103A
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, Section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Bidder

Date

Title

(Corporate Seal, if any)

(If no seal, write "No Seal"
across this place and sign)

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IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165- a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

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COUNTY OF CHEMUNG, NEW YORK

NOTICE OF AWARD

Issued to: Company Name _____

Company Address _____

Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

Chemung County Legislature Resolution Number _____ Date _____

Chemung County has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement within **ten (10) business days** from the date of this Notice. If you fail to execute said Agreement within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the County's acceptance of your BID as abandoned and the County will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____

Department Head Signature

Typed

Name/Title DATED the _____ day of _____, 20____.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____

Authorized Signature

Typed Name/Title

For: _____

Organization

DATED the _____ day of _____, 20____.

STAMP_ITEMNUMB

AGREEMENT FORM

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by
and between the County of Chemung, 203 Lake Street, Elmira, New York 14901
(Administrative
Office address), hereinafter designated as the OWNER, and:

Hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONTRACTOR for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the CONTRACTOR shall proceed to supply products and services as hereby described:

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Contractor agrees, at his/her own sole cost and expense, to furnish all materials and provide all services necessary to complete the contract work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the bid document and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all materials furnished and/or equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and supplying all materials/products and the whole thereof as herein provided, and for providing services and materials until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Bid Document and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Waiver of Immunity; Iranian Energy Divestment Certification, Bidder Submittals; and Agreement form.

STAMP_ITEMNUMB

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Contractor)

(Seal)

Signature

Company Name

Company Address

By: (Owner - County)

(Seal)

Christopher J. Moss,
Chemung County Executive

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name

_____ Address

_____ Phone

_____ Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

STAMP_ITEMNUMB

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

(Name of Company)

(Print Name & Title)

(Signature)

APPROVAL OF OWNER:

Christopher J. Moss,
Chemung County Executive

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF

Product for Extraction

Bid Opening: March 3, 2022

BIDDER	Addendum #1
Slack Chemical Company	Not acknowledged
Holland Company	Not acknowledged
Usalco	acknowledged

STAMP_ITEMNUMBER

OF ELMIRA PURCHASING DEPARTMENT
RFB-2388
on of Phosphorous from Wastewater

BID ITEM PRODUCT NAME	UNIT BID PRICE PER POUND IN FIGURES	UNIT BID PRICE PER POUND IN WORDS
SternPac 50	.227/wet	
	\$0.3200	
	0.24/wet	

STAMP_ITEMNUMBER



February 26, 2022

Chemung County – City of Elmira Purchasing Department
John H. Hazlett Building
203 Lake Street, 2nd Floor
Elmira, NY 14901

ORIGINAL

RE: Bid for RFB-2388 Product for Extraction of Phosphorous from Wastewater

Dear Purchasing Director,

USALCO is pleased to submit the attached bid for Polyaluminum Chloride (PACl) DeIPAC 1525 to the Chemung County – City of Elmira Purchasing Department. The information below is meant to provide background on USALCO as well as detail the company's various certifications.

USALCO is a leading manufacturer and distributor of aluminum-based water treatment chemical products to the industrial and municipal markets. The company was founded in 1980 and is headquartered in Baltimore, MD with twelve manufacturing locations.

All of USALCO's products are certified by NSF International to comply with ANSI/NSF/CAN Standard 60 for use in drinking water applications. Copies of these certifications are enclosed.

Thank you for the opportunity to participate in your bidding process and for your interest in USALCO's products and services. Please visit our website at www.usalco.com for additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brett McCoy', written over a horizontal line.

Brett McCoy
Bid and Contract Specialist

Enclosures
BM

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. USALCO, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 2601 Cannery Avenue Baltimore, MD 21226	Requester's name and address (optional)
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7		-	1	1	2	5	2 3 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ►

2/26/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STAMP ITEMNUMB



***CERTIFICATION STATEMENT
FOR
POLYALUMINUM CHLORIDE
(DeIPAC 1525)***

We do, hereby certify that USALCO, LLC does manufacture its Polyaluminum Chloride within the United States of America.

The undersigned declares that the Polyaluminum Chloride shall meet the American Water Works Association Standard B408-18 and meets the requirements of NSF/ANSI/CAN Standard 60 – Drinking Water Treatment Chemicals – Health Effects.



Technical Data Sheet

DeLPAC® 1525 Aluminum Chloride, Basic

The DeLPAC series includes DeLPAC 1525, a basic polyaluminum chloride formulation which has been proven to be very effective in drinking water treatment as well as the removal of phosphorus in both municipal and industrial wastewater applications. DeLPAC 1525 meets the specifications of the American Water Works Association Standard B408-18 and complies with the requirements of NSF/ANSI/CAN 60: Drinking Water Treatment Chemicals – Health Effects at a maximum dosage of 250 mg/L.

PROPERTIES

Appearance:	Color may vary
Specific Gravity @60°F:	1.30 ± 0.03
Product Weight:	~10.84 Lbs. /US Gallon
pH (neat):	0.5 ± 0.4
Freezing Point	< 0°F

SPECIFICATIONS

% Al ₂ O ₃	14.0 ± 0.5
% Al	7.4 ± 0.3
% Basicity	35 ± 5
% Chloride	20 ± 2

PRINCIPAL USES

Drinking water / wastewater treatment – removal of suspended matter and phosphorus

SAFETY / HANDLING

Observe caution when handling corrosive materials. Please consult the material safety data sheet (MSDS) for safety and handling precautions.

DELIVERY

275 gallon IBCs (totes), tank trucks and railcars

PRODUCTION

USALCO has production facilities in:

- Baltimore, Maryland
- Fairfield, Ohio

5/6/2020

DelPAC 1525



SDS No. 600

11/16/2020

Safety Data Sheet

1. IDENTIFICATION

Product Identifier

Product Name Aluminum Chloride, Basic, Solution

Other means of identification

SDS # 600

UN/ID No UN3264

Synonyms Aluminum chloride hydroxide, Aluminum chlorohydroxide complex

Recommended use of the chemical and restrictions on use

Recommended Use Water treatment chemical.

Manufacturer

USALCO, LLC
2601 Cannery Ave
Baltimore, MD 21226

Emergency Telephone Number

Company Phone Number Business 1-410-354-0100 (7:00am-5:00pm)

Fax 1-410-354-1021

Emergency Telephone (24 hr) 1-800-282-5322

2. HAZARDS IDENTIFICATION

Appearance Colorless to yellow liquid Normally
Physical State Liquid
clear but may be hazy

Odor Negligible to hydrogen chloride

Classification

Serious eye damage/eye irritation

Category 2

Corrosive to Metals

Category 1

Signal Word

Warning

Hazard Statements

Causes serious eye irritation

May be corrosive to metals



Precautionary Statements – Prevention

Wear eye/face protection. Wash hands and any exposed skin thoroughly after handling.
Wear protective gloves. Keep only in original container.

Precautionary Statements - Response

If on skin: Wash with plenty of water. If skin irritation occurs: Get medical attention. Take off contaminated clothing and wash it before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

Precautionary Statements – Storage

Store in corrosive resistant plastic or FRP container or container with corrosive resistant inner liner.

Precautionary Statements - Disposal

Dispose in accordance with all applicable regulations. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): May be D002 under §261.22(a)(2) due to the rate of corrosion of metal.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
Aluminum chloride, basic, solution	1327-41-9	100

4. FIRST-AID MEASURES**First Aid Measures**

General Advice	After first aid, get appropriate in-plant, paramedic, or community medical support.
Eye Contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Seek immediate medical attention/advice.
Skin Contact	Wash off immediately with plenty of water. Take off contaminated clothing. Wash contaminated clothing before reuse. Get medical attention if necessary.
Inhalation	Remove to fresh air. Oxygen or artificial respiration if needed. Get medical attention if symptoms occur.
Ingestion	Give large amounts of water to drink. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person.

Most important symptoms and effects

Symptoms	May cause eye burns and permanent eye damage. May cause blurred vision, redness, watering and burning of the eyes. May include redness, drying and cracking of skin. May cause irritation to the mucous membranes and upper respiratory tract.
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Indication of any immediate medical attention and special treatment needed

Notes to Physician	Treat symptomatically.
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5. FIRE-FIGHTING MEASURES**Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media Not determined.

Specific Hazards Arising from the Chemical

Combustion products may be toxic.

Hazardous Combustion Products Hydrogen chloride. Chlorine gas.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Use water spray to keep fire-exposed containers cool. Do not release runoff from fire control methods to sewers or waterways.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal Precautions	Use personal protective equipment as required.
Environmental Precautions	Do not release into sewers or waterways. See Section 12 for additional Ecological Information.

Methods and material for containment and cleaning up

Methods for Containment	Prevent further leakage or spillage if safe to do so.
-------------------------	---

Methods for Clean-Up

Small Spills: If directed to an industrial sewer, wash down with large volumes of water. Spills can be neutralized and absorbed with soda ash or lime, but neutralization will release carbon dioxide, which can generate a breathing hazard. Dike far ahead of liquid spill for later disposal. Contain large spills and pump into a suitable tank for disposal. Neutralize with a lime or soda ash and flush area with large amounts of water. Adequate ventilation is required due to release of Carbon Dioxide.

7. HANDLING AND STORAGE**Precautions for safe handling****Advice on Safe Handling**

Wash thoroughly after handling. Use personal protection recommended in Section 8. Ensure that all containers are labeled in accordance with OSHA regulations. Avoid contact with metal, as product will slowly corrode iron, brass, copper, aluminum and mild steel. Avoid contact with skin and eyes.

Conditions for safe storage, including any incompatibilities**Storage Conditions**

Keep containers tightly closed in a dry, cool and well-ventilated place. Store away from incompatible materials. Keep storage temperature between 0°C/32°F and 30°C/86°F. Keep only in original container.

Packaging Materials

Store in rubber-lined, plastic or FRP vessels.

Incompatible Materials

Strong bases. Alcohols. Organic materials. Ammonia. Will react with most metals (aluminum, iron, zinc, tin, etc.) to release flammable hydrogen gas.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

No exposure limits noted for product.
Exposure Limits for aluminum metal
NIOSH REL - TWA 10 mg/m³ (total) TWA 5 mg/m³ (resp)
OSHA PEL - TWA 15 mg/m³ (total) TWA 5 mg/m³ (resp)

Appropriate engineering controls**Engineering Controls**

Local exhaust ventilation recommended. Eyewash stations. Showers.

Individual protection measures, such as personal protective equipment**Eye/Face Protection**

Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133. Contact lenses are not eye protective devices. Appropriate eye protection must be worn instead of, or in conjunction with, contact lenses.

Skin and Body Protection

Wear appropriate clothing to prevent repeated or prolonged skin contact.

Respiratory Protection

Seek professional advice prior to respirator selection and use. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen. **WARNING!** Air-purifying respirators do not protect workers in oxygen-deficient atmospheres.

General Hygiene Considerations

Contaminated Equipment: Separate contaminated work clothes from street clothes. Launder before reuse. Remove this material from your shoes and clean personal protective equipment. Never eat, drink, or smoke in work areas. Practice good personal hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Appearance	Colorless to yellow liquid. Normally clear but may be hazy.
Odor	Negligible to hydrogen chloride
Odor threshold	Not determined
pH	<1.0
Relative density; (specific gravity)	±1.3 (1=Water) @ 4°C
Melting point/freezing point	< -32° C / <0° F
Initial boiling point and boiling range	> 110° C / >230° F
Decomposition temperature	±120° C / 250° F
Viscosity	10 centipoise
Auto-ignition temperature	Not flammable
Evaporation rate	Similar to water
Flammability (solid, gas)	Not flammable
Flash point	Will not burn
Upper/lower flammability or explosive limits	Will not burn
Partition coefficient: n-octanol/water	Not relevant
Solubility	Soluble in water
Vapor density	Similar to water
Vapor pressure	Similar to water

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions.

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

Not compatible with strong bases (such as sodium hydroxide and potassium hydroxide); alcohols, organic materials (such as wood, paper, leather) and ammonia. Mixing may generate heat, spattering or boiling and toxic vapors.

Hazardous Polymerization

Hazardous polymerization does not occur.

Conditions to Avoid

Contact with incompatible materials.

Incompatible Materials

Strong bases. Alcohols. Organic materials. Ammonia. Will react with most metals (aluminum, iron, zinc, tin, etc.) to release flammable hydrogen gas.

Hazardous Decomposition Products

Hydrogen chloride. Chlorine gas.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Eye Contact	Causes serious eye damage.
Skin Contact	Avoid contact with skin.
Inhalation	Avoid breathing vapors or mists.
Ingestion	Do not taste or swallow.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Aluminum chloride, basic 1327-41-9	> 2000 mg/kg (Rat)	-	-

Information on physical, chemical and toxicological effects

Symptoms Please see section 4 of this SDS for symptoms.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

12. ECOLOGICAL INFORMATION**Ecotoxicity**

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Persistence/Degradability

Not determined

Bioaccumulation

Not determined

Mobility

Not determined

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS**Waste Treatment Methods**

Disposal of Wastes Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated Packaging Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION**Note**

Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

DOT

UN/ID No	UN3264
Proper Shipping Name	Corrosive liquid, acidic, inorganic, n.o.s. (Aluminum chloride, basic)
Hazard Class	8
Packing Group	III

IATA

UN/ID No	UN3264
Proper Shipping Name	Corrosive liquid, acidic, inorganic, n.o.s. (Aluminum chloride, basic)
Hazard Class	8
Packing Group	III

IMDG

UN/ID No	UN3264
Proper Shipping Name	Corrosive liquid, acidic, inorganic, n.o.s. (Aluminum chloride, basic)
Hazard Class	8
Packing Group	III

15. REGULATORY INFORMATION

International Inventories

Not determined

US Federal Regulations

CERCLA

Does not apply

SARA 311/312 Hazard Categories

Acute Health Hazard	Yes
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

CWA (Clean Water Act)

Does not apply

US State Regulations

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Aluminum chloride, basic 1327-41-9			X

16. OTHER INFORMATION

NFPA	Health Hazards 2	Flammability 0	Instability 0	Special Hazards Not determined
HMIS	Health Hazards 2	Flammability 0	Instability 0	Personal Protection Not determined

Issue Date 30-Apr-2013

Revision Date: 28-Apr-2015, 2/27/2020, New format. 11/16/2020 Revise Sec. 3.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, February 16, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Usalco&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

USALCO, LLC

2601 Cannery Avenue

Baltimore, MD 21226

United States

219-873-0914

Facility : # 8 USA

Aluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AlcoPAC 1525	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AlcoPAC 6	Coagulation & Flocculation	250mg/L

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[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate/Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AlcoPAC 1010	Coagulation & Flocculation	250mg/L
AlcoPAC 6100	Coagulation & Flocculation	240mg/L
AlcoPAC 6150	Coagulation & Flocculation	240mg/L
AlcoPAC 6195	Coagulation & Flocculation	240mg/L
AlcoPAC 6435	Coagulation & Flocculation	240mg/L
AlcoPAC 6500	Coagulation & Flocculation	240mg/L
AlcoPAC 6675	Coagulation & Flocculation	240mg/L
AlcoPAC 6740	Coagulation & Flocculation	240mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AlcoFloc 8024	Coagulation & Flocculation	100mg/L
AlcoFloc 8240	Coagulation & Flocculation	200mg/L
AlcoFloc 8420	Coagulation & Flocculation	246mg/L
AlcoFloc 8855	Coagulation & Flocculation	100mg/L
AlcoFloc 8900	Coagulation & Flocculation	200mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Modesto, CA

Aluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 600	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

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Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2000	Coagulation & Flocculation	250mg/L
CC 2500	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Blended Coagulation Chemicals[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2050 F	Coagulation & Flocculation	277mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2010	Coagulation & Flocculation	250mg/L
CC 2020	Coagulation & Flocculation	250mg/L
CC 2030	Coagulation & Flocculation	250mg/L
CC 2040	Coagulation & Flocculation	250mg/L
CC 2050	Coagulation & Flocculation	250mg/L
CC 2060	Coagulation & Flocculation	250mg/L
CC 2070	Coagulation & Flocculation	250mg/L
CC 700S	Coagulation & Flocculation	250mg/L
CC 900S	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2102	Coagulation & Flocculation	255mg/L
CC 2105	Coagulation & Flocculation	263mg/L
CC 2110	Coagulation & Flocculation	250mg/L
CC 2110H	Coagulation & Flocculation	263mg/L
CC 2115	Coagulation & Flocculation	167mg/L

CC 2120	Coagulation & Flocculation	125mg/L
CC 2125	Coagulation & Flocculation	100mg/L
CC 2130	Coagulation & Flocculation	83mg/L
CC 2135	Coagulation & Flocculation	71mg/L
CC 2140	Coagulation & Flocculation	62mg/L
CC 2145	Coagulation & Flocculation	56mg/L
CC 2150	Coagulation & Flocculation	50mg/L
CC 2202	Coagulation & Flocculation	255mg/L
CC 2205	Coagulation & Flocculation	200mg/L
CC 2210	Coagulation & Flocculation	100mg/L
CC 2215	Coagulation & Flocculation	67mg/L
CC 2220	Coagulation & Flocculation	50mg/L
CC 2225	Coagulation & Flocculation	40mg/L
CC 2230	Coagulation & Flocculation	33mg/L
CC 2235	Coagulation & Flocculation	29mg/L
CC 2240	Coagulation & Flocculation	25mg/L
CC 2245	Coagulation & Flocculation	22mg/L
CC 2250	Coagulation & Flocculation	20mg/L
CC 2302	Coagulation & Flocculation	255mg/L
CC 2305	Coagulation & Flocculation	263mg/L
CC 2310	Coagulation & Flocculation	250mg/L
CC 2402	Coagulation & Flocculation	255mg/L
CC 2405	Coagulation & Flocculation	200mg/L
CC 2410	Coagulation & Flocculation	100mg/L
CC 2530	Coagulation & Flocculation	200mg/L
CC 2550	Coagulation & Flocculation	200mg/L
CC 2580	Coagulation & Flocculation	200mg/L
CC 2802	Coagulation & Flocculation	255mg/L
CC 2805	Coagulation & Flocculation	263mg/L
CC 2810	Coagulation & Flocculation	250mg/L
CC 2902	Coagulation & Flocculation	255mg/L
CC 2905	Coagulation & Flocculation	200mg/L
CC 2910	Coagulation & Flocculation	100mg/L
CC 6355	Coagulation & Flocculation	45mg/L
CC 6360	Coagulation & Flocculation	41mg/L
CC 6365	Coagulation & Flocculation	38mg/L
CC 7102	Coagulation & Flocculation	255mg/L
CC 9502	Coagulation & Flocculation	255mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements. percent monomer and dose.

Facility : Baltimore, MD**Aluminum Chloride[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 600W4	Coagulation & Flocculation	250mg/L
Aluminum Chloride	Coagulation & Flocculation	250mg/L
Aluminum Chloride Solution	Coagulation & Flocculation	250mg/L
CC 600	Coagulation & Flocculation	250mg/L
DelPAC 21	Coagulation & Flocculation	250mg/L
Delta-Floc	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2000	Coagulation & Flocculation	250mg/L
ACS 900S	Coagulation & Flocculation	250mg/L
ACS 950S	Coagulation & Flocculation	250mg/L
AlcoPAC 1010	Coagulation & Flocculation	250mg/L
AlcoPAC 1842	Coagulation & Flocculation	250mg/L
AlcoPAC 6	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L
DelPAC 1000	Coagulation & Flocculation	250mg/L
DelPAC 1010	Coagulation & Flocculation	250mg/L
DelPAC 1012	Coagulation & Flocculation	250mg/L
DelPAC 1250	Coagulation & Flocculation	250mg/L
DelPAC 1475	Coagulation & Flocculation	250mg/L
DelPAC 1525	Coagulation & Flocculation	250mg/L
DelPAC 1600	Coagulation & Flocculation	250mg/L
DelPAC 1690	Coagulation & Flocculation	250mg/L
DelPAC 1721	Coagulation & Flocculation	250mg/L
DelPAC 1820	Coagulation & Flocculation	250mg/L
DelPAC 1842	Coagulation & Flocculation	250mg/L
DelPAC 1960	Coagulation & Flocculation	250mg/L
DelPAC 2000	Coagulation & Flocculation	250mg/L
DelPAC 2020	Coagulation & Flocculation	250mg/L
DelPAC 2100+	Other	250mg/L
DelPAC 2450	Coagulation & Flocculation	250mg/L

DelPAC 2500	Coagulation & Flocculation	250mg/L
DelPAC 2842	Coagulation & Flocculation	250mg/L
DelPAC 2857	Coagulation & Flocculation	250mg/L
DelPAC 2950	Coagulation & Flocculation	250mg/L
DelPAC 3000	Coagulation & Flocculation	250mg/L
DelPAC 4000	Coagulation & Flocculation	250mg/L
DelPAC 4040	Coagulation & Flocculation	250mg/L
DelPAC 6	Coagulation & Flocculation	250mg/L
DelPAC XG	Coagulation & Flocculation	250mg/L
Polyaluminum Chloride	Coagulation & Flocculation	250mg/L
Polyaluminum Hydroxychloride	Coagulation & Flocculation	250mg/L
Polyaluminum Hydroxychlorosulfate	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Acid Alum	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate Activated	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Technical Grade	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate, Commercial Grade	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Dry	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate, Iron-Free	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate, Liquid	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate, Low-Iron	Coagulation & Flocculation	150 mg/L
Delta-Floc 626	Coagulation & Flocculation	150 mg/L
Filter Alum	Coagulation & Flocculation	150 mg/L
Papermaker's Alum	Coagulation & Flocculation	150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Blended Coagulation Chemicals[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Delta-Floc 1000	Coagulation & Flocculation	277 mg/L
Delta-Floc 1010	Coagulation & Flocculation	151 mg/L
Delta-Floc 1020	Coagulation & Flocculation	252 mg/L

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[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Delta-Floc 605	Coagulation & Flocculation Filtration Aid	100 mg/L
Delta-Floc 612	Coagulation & Flocculation Filtration Aid	25 mg/L
Delta-Floc 617	Coagulation & Flocculation Filtration Aid	33 mg/L
Delta-Floc 623	Coagulation & Flocculation Filtration Aid	50 mg/L

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2000	Coagulation & Flocculation	250mg/L
ACS 900S	Coagulation & Flocculation	250mg/L
ACS 950S	Coagulation & Flocculation	250mg/L
AlcoPAC 1010	Coagulation & Flocculation	250mg/L
AlcoPAC 1842	Coagulation & Flocculation	250mg/L
AlcoPAC 6	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L
DelPAC 1000	Coagulation & Flocculation	250 mg/L
DelPAC 1010	Coagulation & Flocculation	250 mg/L
DelPAC 1012	Coagulation & Flocculation	250mg/L
DelPAC 1250	Coagulation & Flocculation	250mg/L
DelPAC 1475	Coagulation & Flocculation	250mg/L
DelPAC 1525	Coagulation & Flocculation	250mg/L
DelPAC 1600	Coagulation & Flocculation	250mg/L
DelPAC 1690	Coagulation & Flocculation	250mg/L
DelPAC 1721	Coagulation & Flocculation	250mg/L
DelPAC 1820	Coagulation & Flocculation	250mg/L
DelPAC 1842	Coagulation & Flocculation	250mg/L
DelPAC 1960	Coagulation & Flocculation	250mg/L
DelPAC 2000	Coagulation & Flocculation	250 mg/L
DelPAC 2020	Coagulation & Flocculation	250 mg/L
DelPAC 2100+	Coagulation & Flocculation	250 mg/L
DelPAC 2450	Coagulation & Flocculation	250 mg/L
DelPAC 2500	Coagulation & Flocculation	250 mg/L
DelPAC 2842	Coagulation & Flocculation	250mg/L
DelPAC 2857	Coagulation & Flocculation	250mg/L
DelPAC 2950	Coagulation & Flocculation	250mg/L

DelPAC 3000	Coagulation & Flocculation	250 mg/L
DelPAC 4000	Coagulation & Flocculation	250 mg/L
DelPAC 4040	Coagulation & Flocculation	250 mg/L
DelPAC 6	Coagulation & Flocculation	250 mg/L
DelPAC XG	Coagulation & Flocculation	250mg/L
Polyaluminum Chloride	Coagulation & Flocculation	250 mg/L
Polyaluminum Hydroxychloride	Coagulation & Flocculation	250 mg/L
Polyaluminum Hydroxychlorosulfate	Coagulation & Flocculation	250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyamines[PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Delta-Floc 397	Coagulation & Flocculation Filtration Aid	10mg/L
Delta-Floc 815	Coagulation & Flocculation Filtration Aid	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DELTA-FLOC 1153	Coagulation & Flocculation	89mg/L
DELTA-FLOC 1161	Coagulation & Flocculation	30mg/L
DELTA-FLOC 700	Coagulation & Flocculation	181mg/L
DELTA-FLOC 701	Coagulation & Flocculation	251mg/L
DELTA-FLOC 702	Coagulation & Flocculation	251mg/L
DELTA-FLOC 703	Coagulation & Flocculation	251mg/L
DELTA-FLOC 704	Coagulation & Flocculation	181mg/L
DELTA-FLOC 705	Coagulation & Flocculation	181mg/L
DELTA-FLOC 706	Coagulation & Flocculation	181mg/L
DELTA-FLOC 707	Coagulation & Flocculation	90mg/L
DELTA-FLOC 708	Coagulation & Flocculation	90mg/L
DELTA-FLOC 709	Coagulation & Flocculation	90mg/L
DELTA-FLOC 710	Coagulation & Flocculation	45mg/L
DELTA-FLOC 711	Coagulation & Flocculation	45mg/L
DELTA-FLOC 712	Coagulation & Flocculation	45mg/L
DELTA-FLOC 713	Coagulation & Flocculation	45mg/L
DELTA-FLOC 714	Coagulation & Flocculation	45mg/L

DELTA-FLOC 715	Coagulation & Flocculation	45mg/L
DELTA-FLOC 716	Coagulation & Flocculation	45mg/L
DELTA-FLOC 717	Coagulation & Flocculation	45mg/L
DELTA-FLOC 718	Coagulation & Flocculation	45mg/L
DELTA-FLOC 719	Coagulation & Flocculation	45mg/L
DELTA-FLOC 720	Coagulation & Flocculation	30mg/L
DELTA-FLOC 721	Coagulation & Flocculation	30mg/L
DELTA-FLOC 722	Coagulation & Flocculation	30mg/L
DELTA-FLOC 724	Coagulation & Flocculation	30mg/L
DELTA-FLOC 725	Coagulation & Flocculation	30mg/L
DELTA-FLOC 726	Coagulation & Flocculation	30mg/L
DELTA-FLOC 727	Coagulation & Flocculation	30mg/L
DELTA-FLOC 728	Coagulation & Flocculation	30mg/L
DELTA-FLOC 729	Coagulation & Flocculation	30mg/L
DELTA-FLOC 730	Coagulation & Flocculation	20mg/L
DELTA-FLOC 731	Coagulation & Flocculation	20mg/L
DELTA-FLOC 732	Coagulation & Flocculation	20mg/L
DELTA-FLOC 733	Coagulation & Flocculation	20mg/L
DELTA-FLOC 734	Coagulation & Flocculation	20mg/L
DELTA-FLOC 740	Coagulation & Flocculation	251mg/L
DELTA-FLOC 741	Coagulation & Flocculation	251mg/L
DELTA-FLOC 742	Coagulation & Flocculation	251mg/L
DELTA-FLOC 743	Coagulation & Flocculation	251mg/L
DELTA-FLOC 744	Coagulation & Flocculation	251mg/L
DELTA-FLOC 745	Coagulation & Flocculation	251mg/L
DELTA-FLOC 746	Coagulation & Flocculation	251mg/L
DELTA-FLOC 747	Coagulation & Flocculation	251mg/L
DELTA-FLOC 748	Coagulation & Flocculation	251mg/L
DELTA-FLOC 749	Coagulation & Flocculation	251mg/L
DELTA-FLOC 750	Coagulation & Flocculation	227mg/L
DELTA-FLOC 751	Coagulation & Flocculation	227mg/L
DELTA-FLOC 752	Coagulation & Flocculation	227mg/L
DELTA-FLOC 753	Coagulation & Flocculation	227mg/L
DELTA-FLOC 754	Coagulation & Flocculation	227mg/L
DELTA-FLOC 755	Coagulation & Flocculation	227mg/L
DELTA-FLOC 756	Coagulation & Flocculation	227mg/L
DELTA-FLOC 757	Coagulation & Flocculation	227mg/L
DELTA-FLOC 758	Coagulation & Flocculation	227mg/L
DELTA-FLOC 759	Coagulation & Flocculation	227mg/L
DELTA-FLOC 760	Coagulation & Flocculation	151mg/L
DELTA-FLOC 761	Coagulation & Flocculation	151mg/L
DELTA-FLOC 762	Coagulation & Flocculation	151mg/L
DELTA-FLOC 763	Coagulation & Flocculation	151mg/L
DELTA-FLOC 764	Coagulation & Flocculation	151mg/L

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DELTA-FLOC 765	Coagulation & Flocculation	151mg/L
DELTA-FLOC 766	Coagulation & Flocculation	151mg/L
DELTA-FLOC 767	Coagulation & Flocculation	151mg/L
DELTA-FLOC 768	Coagulation & Flocculation	151mg/L
DELTA-FLOC 769	Coagulation & Flocculation	151mg/L
DELTA-FLOC 770	Coagulation & Flocculation	89mg/L
DELTA-FLOC 771	Coagulation & Flocculation	89mg/L
DELTA-FLOC 772	Coagulation & Flocculation	89mg/L
DELTA-FLOC 773	Coagulation & Flocculation	89mg/L
DELTA-FLOC 774	Coagulation & Flocculation	89mg/L
DELTA-FLOC 775	Coagulation & Flocculation	89mg/L
DELTA-FLOC 776	Coagulation & Flocculation	89mg/L
DELTA-FLOC 777	Coagulation & Flocculation	89mg/L
DELTA-FLOC 778	Coagulation & Flocculation	89mg/L
DELTA-FLOC 779	Coagulation & Flocculation	89mg/L
Delta-Floc 1101	Coagulation & Flocculation	181mg/L
Delta-Floc 1102	Coagulation & Flocculation	251mg/L
Delta-Floc 1103	Coagulation & Flocculation	181mg/L
Delta-Floc 1104	Coagulation & Flocculation	90mg/L
Delta-Floc 1106	Coagulation & Flocculation	251mg/L
Delta-Floc 1107	Coagulation & Flocculation	251mg/L
Delta-Floc 1108	Coagulation & Flocculation	251mg/L
Delta-Floc 1109	Coagulation & Flocculation	251mg/L
Delta-Floc 1110	Coagulation & Flocculation	90mg/L
Delta-Floc 1111	Coagulation & Flocculation	227mg/L
Delta-Floc 1113	Coagulation & Flocculation	251mg/L
Delta-Floc 1114	Coagulation & Flocculation	251mg/L
Delta-Floc 1115	Coagulation & Flocculation	151mg/L
Delta-Floc 1116	Coagulation & Flocculation	227mg/L
Delta-Floc 1117	Coagulation & Flocculation	251mg/L
Delta-Floc 1118	Coagulation & Flocculation	251mg/L
Delta-Floc 1119	Coagulation & Flocculation	251mg/L
Delta-Floc 1120	Coagulation & Flocculation	90mg/L
Delta-Floc 1121	Coagulation & Flocculation	251mg/L
Delta-Floc 1122	Coagulation & Flocculation	251mg/L
Delta-Floc 1123	Coagulation & Flocculation	181mg/L
Delta-Floc 1124	Coagulation & Flocculation	181mg/L
Delta-Floc 1125	Coagulation & Flocculation	181mg/L
Delta-Floc 1126	Coagulation & Flocculation	45mg/L
Delta-Floc 1127	Coagulation & Flocculation	251mg/L
Delta-Floc 1128	Coagulation & Flocculation	227mg/L
Delta-Floc 1129	Coagulation & Flocculation	227mg/L
Delta-Floc 1130	Coagulation & Flocculation	227mg/L
Delta-Floc 1131	Coagulation & Flocculation	227mg/L

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Delta-Floc 1132	Coagulation & Flocculation	181mg/L
Delta-Floc 1133	Coagulation & Flocculation	90mg/L
Delta-Floc 1134	Coagulation & Flocculation	90mg/L
Delta-Floc 1135	Coagulation & Flocculation	90mg/L
Delta-Floc 1136	Coagulation & Flocculation	90mg/L
Delta-Floc 1137	Coagulation & Flocculation	90mg/L
Delta-Floc 1138	Coagulation & Flocculation	181mg/L
Delta-Floc 1139	Coagulation & Flocculation	90mg/L
Delta-Floc 1140	Coagulation & Flocculation	90mg/L
Delta-Floc 1141	Coagulation & Flocculation	90mg/L
Delta-Floc 1142	Coagulation & Flocculation	90mg/L
Delta-Floc 1146	Coagulation & Flocculation	151mg/L
Delta-Floc 1147	Coagulation & Flocculation	251mg/L
Delta-Floc 1148	Coagulation & Flocculation	251mg/L
Delta-Floc 1149	Coagulation & Flocculation	227mg/L
Delta-Floc 1150	Coagulation & Flocculation	251mg/L
Delta-Floc 1151	Coagulation & Flocculation	227mg/L
Delta-Floc 1152	Coagulation & Flocculation	251mg/L
Delta-Floc 1157	Coagulation & Flocculation	45mg/L
Delta-Floc 1163	Coagulation & Flocculation	100mg/L
Delta-Floc 1164	Coagulation & Flocculation	83mg/L
Delta-Floc 1165	Coagulation & Flocculation	66mg/L
Delta-Floc 1166	Coagulation & Flocculation	55mg/L
Delta-Floc 1167	Coagulation & Flocculation	100mg/L
Delta-Floc 1168	Coagulation & Flocculation	111mg/L
Delta-Floc 1169	Coagulation & Flocculation	66mg/L
Delta-Floc 1170	Coagulation & Flocculation	55mg/L
Delta-Floc 649	Coagulation & Flocculation	111mg/L
Delta-Floc 801	Coagulation & Flocculation	181mg/L
Delta-Floc 802	Coagulation & Flocculation	89mg/L
Delta-Floc 804	Coagulation & Flocculation	157mg/L
Delta-Floc 806	Coagulation & Flocculation	89mg/L
Delta-Floc 807	Coagulation & Flocculation	251mg/L
Delta-Floc 808	Coagulation & Flocculation	90mg/L
Delta-Floc 809	Coagulation & Flocculation	153mg/L
Delta-Floc 812	Coagulation & Flocculation	181 mg/L
Delta-Floc 813	Coagulation & Flocculation	71mg/L
Delta-Floc 814	Coagulation & Flocculation	90 mg/L
Delta-Floc 816	Coagulation & Flocculation	125mg/L
Delta-Floc 818	Coagulation & Flocculation	251 mg/L
Delta-Floc 819	Coagulation & Flocculation	20 mg/L
Delta-Floc 822	Coagulation & Flocculation	181mg/L
Delta-Floc 823	Coagulation & Flocculation	251mg/L
Delta-Floc 824	Coagulation & Flocculation	251mg/L

STAMP_ITEMNUMB

Delta-Floc 825	Coagulation & Flocculation	251mg/L
Delta-Floc 826	Coagulation & Flocculation	90mg/L
Delta-Floc 827	Coagulation & Flocculation	227mg/L
Delta-Floc 828	Coagulation & Flocculation	90mg/L
Delta-Floc 829	Coagulation & Flocculation	227mg/L
Delta-Floc 830	Coagulation & Flocculation	251mg/L
Delta-Floc 831	Coagulation & Flocculation	90mg/L
Delta-Floc 832	Coagulation & Flocculation	227mg/L
Delta-Floc 833	Coagulation & Flocculation	251mg/L
Delta-Floc 834	Coagulation & Flocculation	251mg/L
Delta-Floc 835	Coagulation & Flocculation	90mg/L
Delta-Floc 836	Coagulation & Flocculation	90mg/L
Delta-Floc 837	Coagulation & Flocculation	251mg/L
Delta-Floc 838	Coagulation & Flocculation	251mg/L
Delta-Floc 839	Coagulation & Flocculation	251mg/L
Delta-Floc 840	Coagulation & Flocculation	227mg/L
Delta-Floc 842	Coagulation & Flocculation	181mg/L
Delta-Floc 843	Coagulation & Flocculation	181mg/L
Delta-Floc 844	Coagulation & Flocculation	181mg/L
Delta-Floc 845	Coagulation & Flocculation	251mg/L
Delta-Floc 846	Coagulation & Flocculation	251mg/L
Delta-Floc 847	Coagulation & Flocculation	90mg/L
Delta-Floc 848	Coagulation & Flocculation	90mg/L
Delta-Floc 849	Coagulation & Flocculation	90mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Aluminate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Aluminate 38%	Coagulation & Flocculation	105mg/L
Sodium Aluminate 45%	Coagulation & Flocculation	89mg/L
Sodium Aluminate Solution 38%	Coagulation & Flocculation	105mg/L
Sodium Aluminate Solution 45%	Coagulation & Flocculation	89mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Sodium Hydroxide

STAMP_ITEMNUMB

Trade Designation

Caustic Soda

Sodium Hydroxide-Liquid

Product Function

Corrosion Control

pH Adjustment

Corrosion Control

pH Adjustment

Max Use

100 mg/L

100 mg/L

Facility : Ashtabula, OH**Aluminum Chloride[AL]****Trade Designation**

ACS 600W4

Aluminum Chloride

CC 600

DelPAC 21

Delta-Floc

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

250mg/L

250mg/L

250mg/L

250mg/L

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Blended Coagulation Chemicals[AL]**Trade Designation**

Delta-Floc 1000

Delta-Floc 1010

Delta-Floc 1020

Everfloc 1105

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

277 mg/L

151 mg/L

252 mg/L

252mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)**Trade Designation**

Delta-Floc 605

Delta-Floc 612

Delta-Floc 617

Delta-Floc 623

Product Function

Coagulation & Flocculation

Filtration Aid

Coagulation & Flocculation

Filtration Aid

Coagulation & Flocculation

Filtration Aid

Coagulation & Flocculation

Filtration Aid

Max Use

100 mg/L

25 mg/L

33 mg/L

50 mg/L

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2000	Coagulation & Flocculation	250mg/L
ACS 900S	Coagulation & Flocculation	250mg/L
ACS 950S	Coagulation & Flocculation	250mg/L
AlcoPAC 1010	Coagulation & Flocculation	250mg/L
AlcoPAC 1842	Coagulation & Flocculation	250mg/L
AlcoPAC 6	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L
DelPAC 1000	Coagulation & Flocculation	250 mg/L
DelPAC 1010	Coagulation & Flocculation	250 mg/L
DelPAC 1012	Coagulation & Flocculation	250mg/L
DelPAC 1250	Coagulation & Flocculation	250mg/L
DelPAC 1475	Coagulation & Flocculation	250mg/L
DelPAC 1525	Coagulation & Flocculation	250mg/L
DelPAC 1600	Coagulation & Flocculation	250mg/L
DelPAC 1690	Coagulation & Flocculation	250mg/L
DelPAC 1721	Coagulation & Flocculation	250mg/L
DelPAC 1820	Coagulation & Flocculation	250mg/L
DelPAC 1842	Coagulation & Flocculation	250mg/L
DelPAC 1960	Coagulation & Flocculation	250mg/L
DelPAC 2000	Coagulation & Flocculation	250 mg/L
DelPAC 2020	Coagulation & Flocculation	250 mg/L
DelPAC 2100+	Coagulation & Flocculation	250 mg/L
DelPAC 2450	Coagulation & Flocculation	250 mg/L
DelPAC 2500	Coagulation & Flocculation	250 mg/L
DelPAC 2842	Coagulation & Flocculation	250mg/L
DelPAC 2857	Coagulation & Flocculation	250mg/L
DelPAC 2950	Coagulation & Flocculation	250mg/L
DelPAC 3000	Coagulation & Flocculation	250 mg/L
DelPAC 4000	Coagulation & Flocculation	250 mg/L
DelPAC 4040	Coagulation & Flocculation	250 mg/L
DelPAC 6	Coagulation & Flocculation	250 mg/L
DelPAC XG	Coagulation & Flocculation	250mg/L
Polyaluminum Chloride	Coagulation & Flocculation	250 mg/L
Polyaluminum Hydroxychloride	Coagulation & Flocculation	250 mg/L
Polyaluminum Hydroxychlorosulfate	Coagulation & Flocculation	250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

STAMP_ITEMNUMB

Polyamines[PY]

Trade Designation	Product Function	Max Use
Delta-Floc 397	Coagulation & Flocculation Filtration Aid	10mg/L
Delta-Floc 815	Coagulation & Flocculation Filtration Aid	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polymer Blends[AL] [PY]

Trade Designation	Product Function	Max Use
DELTA-FLOC 1153	Coagulation & Flocculation	89mg/L
DELTA-FLOC 1161	Coagulation & Flocculation	30mg/L
DELTA-FLOC 700	Coagulation & Flocculation	181mg/L
DELTA-FLOC 701	Coagulation & Flocculation	251mg/L
DELTA-FLOC 702	Coagulation & Flocculation	251mg/L
DELTA-FLOC 703	Coagulation & Flocculation	251mg/L
DELTA-FLOC 704	Coagulation & Flocculation	181mg/L
DELTA-FLOC 705	Coagulation & Flocculation	181mg/L
DELTA-FLOC 706	Coagulation & Flocculation	181mg/L
DELTA-FLOC 707	Coagulation & Flocculation	90mg/L
DELTA-FLOC 708	Coagulation & Flocculation	90mg/L
DELTA-FLOC 709	Coagulation & Flocculation	90mg/L
DELTA-FLOC 710	Coagulation & Flocculation	45mg/L
DELTA-FLOC 711	Coagulation & Flocculation	45mg/L
DELTA-FLOC 712	Coagulation & Flocculation	45mg/L
DELTA-FLOC 713	Coagulation & Flocculation	45mg/L
DELTA-FLOC 714	Coagulation & Flocculation	45mg/L
DELTA-FLOC 715	Coagulation & Flocculation	45mg/L
DELTA-FLOC 716	Coagulation & Flocculation	45mg/L
DELTA-FLOC 717	Coagulation & Flocculation	45mg/L
DELTA-FLOC 718	Coagulation & Flocculation	45mg/L
DELTA-FLOC 719	Coagulation & Flocculation	45mg/L
DELTA-FLOC 720	Coagulation & Flocculation	30mg/L
DELTA-FLOC 721	Coagulation & Flocculation	30mg/L
DELTA-FLOC 722	Coagulation & Flocculation	30mg/L
DELTA-FLOC 723	Coagulation & Flocculation	30mg/L
DELTA-FLOC 724	Coagulation & Flocculation	30mg/L
DELTA-FLOC 725	Coagulation & Flocculation	30mg/L
DELTA-FLOC 726	Coagulation & Flocculation	30mg/L
DELTA-FLOC 727	Coagulation & Flocculation	30mg/L

STAMP_ITEMNUMB

DELTA-FLOC 728	Coagulation & Flocculation	30mg/L
DELTA-FLOC 729	Coagulation & Flocculation	30mg/L
DELTA-FLOC 730	Coagulation & Flocculation	20mg/L
DELTA-FLOC 731	Coagulation & Flocculation	20mg/L
DELTA-FLOC 732	Coagulation & Flocculation	20mg/L
DELTA-FLOC 733	Coagulation & Flocculation	20mg/L
DELTA-FLOC 734	Coagulation & Flocculation	20mg/L
DELTA-FLOC 740	Coagulation & Flocculation	251mg/L
DELTA-FLOC 741	Coagulation & Flocculation	251mg/L
DELTA-FLOC 742	Coagulation & Flocculation	251mg/L
DELTA-FLOC 743	Coagulation & Flocculation	251mg/L
DELTA-FLOC 744	Coagulation & Flocculation	251mg/L
DELTA-FLOC 745	Coagulation & Flocculation	251mg/L
DELTA-FLOC 746	Coagulation & Flocculation	251mg/L
DELTA-FLOC 747	Coagulation & Flocculation	251mg/L
DELTA-FLOC 748	Coagulation & Flocculation	251mg/L
DELTA-FLOC 749	Coagulation & Flocculation	251mg/L
DELTA-FLOC 750	Coagulation & Flocculation	227mg/L
DELTA-FLOC 751	Coagulation & Flocculation	227mg/L
DELTA-FLOC 752	Coagulation & Flocculation	227mg/L
DELTA-FLOC 753	Coagulation & Flocculation	227mg/L
DELTA-FLOC 754	Coagulation & Flocculation	227mg/L
DELTA-FLOC 755	Coagulation & Flocculation	227mg/L
DELTA-FLOC 756	Coagulation & Flocculation	227mg/L
DELTA-FLOC 757	Coagulation & Flocculation	227mg/L
DELTA-FLOC 758	Coagulation & Flocculation	227mg/L
DELTA-FLOC 759	Coagulation & Flocculation	227mg/L
DELTA-FLOC 760	Coagulation & Flocculation	151mg/L
DELTA-FLOC 761	Coagulation & Flocculation	151mg/L
DELTA-FLOC 762	Coagulation & Flocculation	151mg/L
DELTA-FLOC 763	Coagulation & Flocculation	151mg/L
DELTA-FLOC 764	Coagulation & Flocculation	151mg/L
DELTA-FLOC 765	Coagulation & Flocculation	151mg/L
DELTA-FLOC 766	Coagulation & Flocculation	151mg/L
DELTA-FLOC 767	Coagulation & Flocculation	151mg/L
DELTA-FLOC 768	Coagulation & Flocculation	151mg/L
DELTA-FLOC 769	Coagulation & Flocculation	151mg/L
DELTA-FLOC 770	Coagulation & Flocculation	89mg/L
DELTA-FLOC 771	Coagulation & Flocculation	89mg/L
DELTA-FLOC 772	Coagulation & Flocculation	89mg/L
DELTA-FLOC 773	Coagulation & Flocculation	89mg/L
DELTA-FLOC 774	Coagulation & Flocculation	89mg/L
DELTA-FLOC 775	Coagulation & Flocculation	89mg/L
DELTA-FLOC 776	Coagulation & Flocculation	89mg/L

STAMP_ITEMNUMB

DELTA-FLOC 777	Coagulation & Flocculation	89mg/L
DELTA-FLOC 778	Coagulation & Flocculation	89mg/L
DELTA-FLOC 779	Coagulation & Flocculation	89mg/L
Delta-Floc 816	Coagulation & Flocculation	125mg/L
Delta-Floc 1101	Coagulation & Flocculation	181mg/L
Delta-Floc 1102	Coagulation & Flocculation	251mg/L
Delta-Floc 1103	Coagulation & Flocculation	181mg/L
Delta-Floc 1104	Coagulation & Flocculation	90mg/L
Delta-Floc 1106	Coagulation & Flocculation	251mg/L
Delta-Floc 1107	Coagulation & Flocculation	251mg/L
Delta-Floc 1108	Coagulation & Flocculation	251mg/L
Delta-Floc 1109	Coagulation & Flocculation	251mg/L
Delta-Floc 1110	Coagulation & Flocculation	90mg/L
Delta-Floc 1111	Coagulation & Flocculation	227mg/L
Delta-Floc 1113	Coagulation & Flocculation	251mg/L
Delta-Floc 1114	Coagulation & Flocculation	251mg/L
Delta-Floc 1115	Coagulation & Flocculation	151mg/L
Delta-Floc 1116	Coagulation & Flocculation	227mg/L
Delta-Floc 1117	Coagulation & Flocculation	251mg/L
Delta-Floc 1118	Coagulation & Flocculation	251mg/L
Delta-Floc 1119	Coagulation & Flocculation	251mg/L
Delta-Floc 1120	Coagulation & Flocculation	181mg/L
Delta-Floc 1121	Coagulation & Flocculation	251mg/L
Delta-Floc 1122	Coagulation & Flocculation	251mg/L
Delta-Floc 1123	Coagulation & Flocculation	181mg/L
Delta-Floc 1124	Coagulation & Flocculation	181mg/L
Delta-Floc 1125	Coagulation & Flocculation	181mg/L
Delta-Floc 1126	Coagulation & Flocculation	45mg/L
Delta-Floc 1127	Coagulation & Flocculation	251mg/L
Delta-Floc 1128	Coagulation & Flocculation	227mg/L
Delta-Floc 1129	Coagulation & Flocculation	227mg/L
Delta-Floc 1130	Coagulation & Flocculation	227mg/L
Delta-Floc 1131	Coagulation & Flocculation	227mg/L
Delta-Floc 1132	Coagulation & Flocculation	181mg/L
Delta-Floc 1133	Coagulation & Flocculation	90mg/L
Delta-Floc 1134	Coagulation & Flocculation	90mg/L
Delta-Floc 1135	Coagulation & Flocculation	90mg/L
Delta-Floc 1136	Coagulation & Flocculation	90mg/L
Delta-Floc 1137	Coagulation & Flocculation	90mg/L
Delta-Floc 1138	Coagulation & Flocculation	181mg/L
Delta-Floc 1139	Coagulation & Flocculation	90mg/L
Delta-Floc 1140	Coagulation & Flocculation	90mg/L
Delta-Floc 1141	Coagulation & Flocculation	90mg/L
Delta-Floc 1142	Coagulation & Flocculation	90mg/L

STAMP_ITEMNUMB

Delta-Floc 1146	Coagulation & Flocculation	151mg/L
Delta-Floc 1147	Coagulation & Flocculation	251mg/L
Delta-Floc 1148	Coagulation & Flocculation	251mg/L
Delta-Floc 1149	Coagulation & Flocculation	227mg/L
Delta-Floc 1150	Coagulation & Flocculation	251mg/L
Delta-Floc 1151	Coagulation & Flocculation	227mg/L
Delta-Floc 1152	Coagulation & Flocculation	251mg/L
Delta-Floc 1157	Coagulation & Flocculation	45mg/L
Delta-Floc 600	Coagulation & Flocculation	167 mg/L
Delta-Floc 602	Coagulation & Flocculation	174 mg/L
Delta-Floc 603	Coagulation & Flocculation	50mg/L
Delta-Floc 604	Coagulation & Flocculation	172 mg/L
Delta-Floc 606	Coagulation & Flocculation	63mg/L
Delta-Floc 607	Coagulation & Flocculation	170 mg/L
Delta-Floc 608	Coagulation & Flocculation	169 mg/L
Delta-Floc 609	Coagulation & Flocculation	156 mg/L
Delta-Floc 610	Coagulation & Flocculation	158 mg/L
Delta-Floc 611	Coagulation & Flocculation	160 mg/L
Delta-Floc 613	Coagulation & Flocculation	161 mg/L
Delta-Floc 614	Coagulation & Flocculation	83mg/L
Delta-Floc 615	Coagulation & Flocculation	163 mg/L
Delta-Floc 616	Coagulation & Flocculation	125mg/L
Delta-Floc 618	Coagulation & Flocculation	71mg/L
Delta-Floc 619	Coagulation & Flocculation	165 mg/L
Delta-Floc 620	Coagulation & Flocculation	56mg/L
Delta-Floc 621	Coagulation & Flocculation	100mg/L
Delta-Floc 622	Coagulation & Flocculation	167mg/L
Delta-Floc 624	Coagulation & Flocculation	167 mg/L
Delta-Floc 625	Coagulation & Flocculation	250mg/L
Delta-Floc 633	Coagulation & Flocculation	263mg/L
Delta-Floc 635	Coagulation & Flocculation	260mg/L
Delta-Floc 642	Coagulation & Flocculation	258mg/L
Delta-Floc 643	Coagulation & Flocculation	255mg/L
Delta-Floc 645	Coagulation & Flocculation	253mg/L
Delta-Floc 646	Coagulation & Flocculation	208mg/L
Delta-Floc 801	Coagulation & Flocculation	181mg/L
Delta-Floc 802	Coagulation & Flocculation	89mg/L
Delta-Floc 803	Coagulation & Flocculation	151mg/L
Delta-Floc 804	Coagulation & Flocculation	157 mg/L
Delta-Floc 806	Coagulation & Flocculation	89mg/L
Delta-Floc 807	Coagulation & Flocculation	251mg/L
Delta-Floc 808	Coagulation & Flocculation	90 mg/L
Delta-Floc 809	Coagulation & Flocculation	153 mg/L
Delta-Floc 812	Coagulation & Flocculation	181mg/L

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Delta-Floc 813	Coagulation & Flocculation	71 mg/L
Delta-Floc 814	Coagulation & Flocculation	90mg/L
Delta-Floc 818	Coagulation & Flocculation	251mg/L
Delta-Floc 819	Coagulation & Flocculation	20mg/L
Delta-Floc 822	Coagulation & Flocculation	181mg/L
Delta-Floc 823	Coagulation & Flocculation	251mg/L
Delta-Floc 824	Coagulation & Flocculation	251mg/L
Delta-Floc 825	Coagulation & Flocculation	251mg/L
Delta-Floc 826	Coagulation & Flocculation	90mg/L
Delta-Floc 827	Coagulation & Flocculation	227mg/L
Delta-Floc 828	Coagulation & Flocculation	90mg/L
Delta-Floc 829	Coagulation & Flocculation	227mg/L
Delta-Floc 830	Coagulation & Flocculation	251mg/L
Delta-Floc 831	Coagulation & Flocculation	90mg/L
Delta-Floc 832	Coagulation & Flocculation	227mg/L
Delta-Floc 833	Coagulation & Flocculation	251mg/L
Delta-Floc 834	Coagulation & Flocculation	251mg/L
Delta-Floc 835	Coagulation & Flocculation	90mg/L
Delta-Floc 836	Coagulation & Flocculation	90mg/L
Delta-Floc 837	Coagulation & Flocculation	251mg/L
Delta-Floc 838	Coagulation & Flocculation	251mg/L
Delta-Floc 839	Coagulation & Flocculation	251mg/L
Delta-Floc 840	Coagulation & Flocculation	227mg/L
Delta-Floc 842	Coagulation & Flocculation	181mg/L
Delta-Floc 843	Coagulation & Flocculation	181mg/L
Delta-Floc 844	Coagulation & Flocculation	181mg/L
Delta-Floc 845	Coagulation & Flocculation	251mg/L
Delta-Floc 846	Coagulation & Flocculation	251mg/L
Delta-Floc 847	Coagulation & Flocculation	90mg/L
Delta-Floc 848	Coagulation & Flocculation	90mg/L
Delta-Floc 849	Coagulation & Flocculation	90mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Mentor, OH

Aluminum Chloride[AL]

STAMP_ITEMNUMB

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 600 W4	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2000	Coagulation & Flocculation	250mg/L
ACS 2500	Coagulation & Flocculation	250mg/L
DelPAC 4000	Coagulation & Flocculation	250mg/L
DelPAC XG	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 500	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Blended Coagulation Chemicals[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2050	Coagulation & Flocculation	312mg/L
ACS 550	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2010	Coagulation & Flocculation	250mg/L
ACS 2020	Coagulation & Flocculation	250mg/L
ACS 2030	Coagulation & Flocculation	250mg/L
ACS 2040	Coagulation & Flocculation	250mg/L
ACS 2050A	Coagulation & Flocculation	250mg/L

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ACS 2060	Coagulation & Flocculation	250mg/L
ACS 2070	Coagulation & Flocculation	250mg/L
ACS 700S	Coagulation & Flocculation	250mg/L
ACS 900S	Coagulation & Flocculation	250mg/L
ACS 950S	Coagulation & Flocculation	250mg/L
DelPAC 4000	Coagulation & Flocculation	250mg/L
DelPAC XG	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2102	Coagulation & Flocculation	255mg/L
ACS 2105	Coagulation & Flocculation	263mg/L
ACS 2110	Coagulation & Flocculation	250mg/L
ACS 2115	Coagulation & Flocculation	167mg/L
ACS 2120	Coagulation & Flocculation	125mg/L
ACS 2125	Coagulation & Flocculation	100mg/L
ACS 2130	Coagulation & Flocculation	83mg/L
ACS 2135	Coagulation & Flocculation	71mg/L
ACS 2140	Coagulation & Flocculation	62mg/L
ACS 2145	Coagulation & Flocculation	56mg/L
ACS 2150	Coagulation & Flocculation	50mg/L
ACS 2202	Coagulation & Flocculation	255mg/L
ACS 2205	Coagulation & Flocculation	200mg/L
ACS 2210	Coagulation & Flocculation	100mg/L
ACS 2215	Coagulation & Flocculation	67mg/L
ACS 2220	Coagulation & Flocculation	50mg/L
ACS 2225	Coagulation & Flocculation	40mg/L
ACS 2230	Coagulation & Flocculation	33mg/L
ACS 2235	Coagulation & Flocculation	29mg/L
ACS 2240	Coagulation & Flocculation	25mg/L
ACS 2245	Coagulation & Flocculation	22mg/L
ACS 2250	Coagulation & Flocculation	20mg/L
ACS 2302	Coagulation & Flocculation	255mg/L
ACS 2305	Coagulation & Flocculation	263mg/L
ACS 2310	Coagulation & Flocculation	250mg/L
ACS 2402	Coagulation & Flocculation	255mg/L
ACS 2405	Coagulation & Flocculation	200mg/L
ACS 2410	Coagulation & Flocculation	100mg/L
ACS 2530	Coagulation & Flocculation	200mg/L

STAMP_ITEMNUMB

ACS 2550	Coagulation & Flocculation	200mg/L
ACS 2580	Coagulation & Flocculation	200mg/L
ACS 2802	Coagulation & Flocculation	255mg/L
ACS 2805	Coagulation & Flocculation	263mg/L
ACS 2810	Coagulation & Flocculation	250mg/L
ACS 2902	Coagulation & Flocculation	255mg/L
ACS 2905	Coagulation & Flocculation	200mg/L
ACS 2910	Coagulation & Flocculation	100mg/L
ACS 40105	Coagulation & Flocculation	263mg/L
ACS 40110	Coagulation & Flocculation	250mg/L
ACS 40115	Coagulation & Flocculation	166mg/L
ACS 40120	Coagulation & Flocculation	125mg/L
ACS 40125	Coagulation & Flocculation	100mg/L
ACS 40130	Coagulation & Flocculation	83mg/L
ACS 40135	Coagulation & Flocculation	71mg/L
ACS 40140	Coagulation & Flocculation	62mg/L
ACS 40145	Coagulation & Flocculation	55mg/L
ACS 40150	Coagulation & Flocculation	50mg/L
ACS 40205	Coagulation & Flocculation	200mg/L
ACS 40210	Coagulation & Flocculation	100mg/L
ACS 40215	Coagulation & Flocculation	66mg/L
ACS 40220	Coagulation & Flocculation	50mg/L
ACS 40225	Coagulation & Flocculation	40mg/L
ACS 40230	Coagulation & Flocculation	33mg/L
ACS 40235	Coagulation & Flocculation	28mg/L
ACS 40240	Coagulation & Flocculation	25mg/L
ACS 40245	Coagulation & Flocculation	22mg/L
ACS 40250	Coagulation & Flocculation	20mg/L
ACS 60105	Coagulation & Flocculation	263mg/L
ACS 60110	Coagulation & Flocculation	250mg/L
ACS 60115	Coagulation & Flocculation	166mg/L
ACS 60120	Coagulation & Flocculation	125mg/L
ACS 60125	Coagulation & Flocculation	100mg/L
ACS 60130	Coagulation & Flocculation	83mg/L
ACS 60135	Coagulation & Flocculation	71mg/L
ACS 60140	Coagulation & Flocculation	62mg/L
ACS 60145	Coagulation & Flocculation	55mg/L
ACS 60150	Coagulation & Flocculation	50mg/L
ACS 60205	Coagulation & Flocculation	200mg/L
ACS 60210	Coagulation & Flocculation	100mg/L
ACS 60215	Coagulation & Flocculation	66mg/L
ACS 60220	Coagulation & Flocculation	50mg/L
ACS 60225	Coagulation & Flocculation	40mg/L
ACS 60230	Coagulation & Flocculation	33mg/L

STAMP_ITEMNUMB

ACS 60235	Coagulation & Flocculation	28mg/L
ACS 60240	Coagulation & Flocculation	25mg/L
ACS 60245	Coagulation & Flocculation	22mg/L
ACS 60250	Coagulation & Flocculation	20mg/L
ACS 70105	Coagulation & Flocculation	263mg/L
ACS 70110	Coagulation & Flocculation	250mg/L
ACS 70115	Coagulation & Flocculation	166mg/L
ACS 70120	Coagulation & Flocculation	125mg/L
ACS 70125	Coagulation & Flocculation	100mg/L
ACS 70130	Coagulation & Flocculation	83mg/L
ACS 70135	Coagulation & Flocculation	71mg/L
ACS 70140	Coagulation & Flocculation	62mg/L
ACS 70145	Coagulation & Flocculation	55mg/L
ACS 70150	Coagulation & Flocculation	50mg/L
ACS 70205	Coagulation & Flocculation	200mg/L
ACS 70210	Coagulation & Flocculation	100mg/L
ACS 70215	Coagulation & Flocculation	66mg/L
ACS 70220	Coagulation & Flocculation	50mg/L
ACS 70225	Coagulation & Flocculation	40mg/L
ACS 70230	Coagulation & Flocculation	33mg/L
ACS 70235	Coagulation & Flocculation	28mg/L
ACS 70240	Coagulation & Flocculation	25mg/L
ACS 70245	Coagulation & Flocculation	22mg/L
ACS 70250	Coagulation & Flocculation	20mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Houston, TX

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Sulfate Solution 3082	Coagulation & Flocculation	550mg/L
Ferric Sulfate Solution – 10%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution – 12%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution – 13%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution – 50%	Coagulation & Flocculation	565mg/L

STAMP_ITEMNUMB

Ferrous Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Sulfate Solution 5%	Coagulation & Flocculation	600mg/L
Ferrous Sulfate Solution 7%	Coagulation & Flocculation	600mg/L

Facility : USALCO Ashtabula Plant, LLC**Sodium Aluminate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Aluminate Solution (38%)	Coagulation & Flocculation	105mg/L
Sodium Aluminate Solution (45% SS)	Coagulation & Flocculation	89mg/L
Sodium Aluminate Solution (45%)	Coagulation & Flocculation	89mg/L
USALCO 38%	Coagulation & Flocculation	105mg/L
USALCO 45%	Coagulation & Flocculation	89mg/L
USALCO 45% SS	Coagulation & Flocculation	89mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : USALCO Fairfield Plant, LLC**Aluminum Chloride[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 600W4	Coagulation & Flocculation	250mg/L
Aluminum Chloride	Coagulation & Flocculation	250mg/L
CC 600	Coagulation & Flocculation	250mg/L
DelPAC 21	Coagulation & Flocculation	250mg/L
Delta-Floc	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2000	Coagulation & Flocculation	250mg/L
ACS 900S	Coagulation & Flocculation	250mg/L
ACS 950S	Coagulation & Flocculation	250mg/L

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AlcoPAC 1010	Coagulation & Flocculation	250mg/L
AlcoPAC 1842	Coagulation & Flocculation	250mg/L
AlcoPAC 6	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L
DelPAC 1000	Coagulation & Flocculation	250mg/L
DelPAC 1010	Coagulation & Flocculation	250mg/L
DelPAC 1012	Coagulation & Flocculation	250mg/L
DelPAC 1250	Coagulation & Flocculation	250mg/L
DelPAC 1475	Coagulation & Flocculation	250mg/L
DelPAC 1525	Coagulation & Flocculation	250mg/L
DelPAC 1600	Coagulation & Flocculation	250mg/L
DelPAC 1690	Coagulation & Flocculation	250mg/L
DelPAC 1721	Coagulation & Flocculation	250mg/L
DelPAC 1820	Coagulation & Flocculation	250mg/L
DelPAC 1960	Coagulation & Flocculation	250mg/L
DelPAC 2000	Coagulation & Flocculation	250mg/L
DelPAC 2020	Coagulation & Flocculation	250mg/L
DelPAC 2100+	Coagulation & Flocculation	250mg/L
DelPAC 2450	Coagulation & Flocculation	250mg/L
DelPAC 2500	Coagulation & Flocculation	250mg/L
DelPAC 2842	Coagulation & Flocculation	250mg/L
DelPAC 2857	Coagulation & Flocculation	250mg/L
DelPAC 2950	Coagulation & Flocculation	250mg/L
DelPAC 3000	Coagulation & Flocculation	250mg/L
DelPAC 4000	Coagulation & Flocculation	250mg/L
DelPAC 4040	Coagulation & Flocculation	250mg/L
DelPAC 6	Coagulation & Flocculation	250mg/L
DelPAC XG	Coagulation & Flocculation	250mg/L
Polyaluminum Chloride	Coagulation & Flocculation	250mg/L
Polyaluminum Hydroxychloride	Coagulation & Flocculation	250mg/L
Polyaluminum Hydroxychlorosulfate	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, 7% Acid	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Solution	Coagulation & Flocculation	150mg/L
USALCO - Alum	Coagulation & Flocculation	150mg/L

STAMP_ITEMNUMB

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Blended Coagulation Chemicals

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Delta Flocc 1000	Coagulation & Flocculation	277mg/L
Delta Flocc 1010	Coagulation & Flocculation	151mg/L
Delta Flocc 1020	Coagulation & Flocculation	252mg/L
Everfloc 1105	Coagulation & Flocculation	252mg/L

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ACS 2000	Coagulation & Flocculation	250mg/L
ACS 900S	Coagulation & Flocculation	250mg/L
ACS 950S	Coagulation & Flocculation	250mg/L
AlcoPAC 1010	Coagulation & Flocculation	250mg/L
AlcoPAC 1842	Coagulation & Flocculation	250mg/L
AlcoPAC 6	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L
DELPAC 1012	Coagulation & Flocculation	250mg/L
DELPAC 1525	Coagulation & Flocculation	250mg/L
DELPAC 1820	Coagulation & Flocculation	250mg/L
DELPAC 1842	Coagulation & Flocculation	250mg/L
DelPAC 1000	Coagulation & Flocculation	250mg/L
DelPAC 1010	Coagulation & Flocculation	250mg/L
DelPAC 1012	Coagulation & Flocculation	250mg/L
DelPAC 1250	Coagulation & Flocculation	250mg/L
DelPAC 1475	Coagulation & Flocculation	250mg/L
DelPAC 1525	Coagulation & Flocculation	250mg/L
DelPAC 1600	Coagulation & Flocculation	250mg/L
DelPAC 1690	Coagulation & Flocculation	250mg/L
DelPAC 1721	Coagulation & Flocculation	250mg/L
DelPAC 1820	Coagulation & Flocculation	250mg/L
DelPAC 1842	Coagulation & Flocculation	250mg/L
DelPAC 1960	Coagulation & Flocculation	250mg/L
DelPAC 2000	Coagulation & Flocculation	250mg/L
DelPAC 2020	Coagulation & Flocculation	250mg/L
DelPAC 2100+	Coagulation & Flocculation	250mg/L
DelPAC 2450	Coagulation & Flocculation	250mg/L
DelPAC 2500	Coagulation & Flocculation	250mg/L
DelPAC 2842	Coagulation & Flocculation	250mg/L
DelPAC 2857	Coagulation & Flocculation	250mg/L
DelPAC 2950	Coagulation & Flocculation	250mg/L

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DelPAC 3000	Coagulation & Flocculation	250mg/L
DelPAC 4000	Coagulation & Flocculation	250mg/L
DelPAC 4040	Coagulation & Flocculation	250mg/L
DelPAC 6	Coagulation & Flocculation	250mg/L
DelPAC XG	Coagulation & Flocculation	250mg/L
DelPAC1600	Coagulation & Flocculation	250mg/L
Polyaluminum Chloride	Coagulation & Flocculation	250mg/L
Polyaluminum Hydroxychloride	Coagulation & Flocculation	250mg/L
Polyaluminum Hydroxychlorosulfate	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DELTA-FLOC 1153	Coagulation & Flocculation	89mg/L
DELTA-FLOC 1161	Coagulation & Flocculation	30mg/L
DELTA-FLOC 700	Coagulation & Flocculation	181mg/L
DELTA-FLOC 701	Coagulation & Flocculation	251mg/L
DELTA-FLOC 702	Coagulation & Flocculation	251mg/L
DELTA-FLOC 703	Coagulation & Flocculation	251mg/L
DELTA-FLOC 704	Coagulation & Flocculation	181mg/L
DELTA-FLOC 705	Coagulation & Flocculation	181mg/L
DELTA-FLOC 706	Coagulation & Flocculation	181mg/L
DELTA-FLOC 707	Coagulation & Flocculation	90mg/L
DELTA-FLOC 708	Coagulation & Flocculation	90mg/L
DELTA-FLOC 709	Coagulation & Flocculation	90mg/L
DELTA-FLOC 710	Coagulation & Flocculation	45mg/L
DELTA-FLOC 711	Coagulation & Flocculation	45mg/L
DELTA-FLOC 712	Coagulation & Flocculation	45mg/L
DELTA-FLOC 713	Coagulation & Flocculation	45mg/L
DELTA-FLOC 714	Coagulation & Flocculation	45mg/L
DELTA-FLOC 715	Coagulation & Flocculation	45mg/L
DELTA-FLOC 716	Coagulation & Flocculation	45mg/L
DELTA-FLOC 717	Coagulation & Flocculation	45mg/L
DELTA-FLOC 718	Coagulation & Flocculation	45mg/L
DELTA-FLOC 719	Coagulation & Flocculation	45mg/L
DELTA-FLOC 720	Coagulation & Flocculation	30mg/L
DELTA-FLOC 721	Coagulation & Flocculation	30mg/L
DELTA-FLOC 722	Coagulation & Flocculation	30mg/L
DELTA-FLOC 723	Coagulation & Flocculation	30mg/L
DELTA-FLOC 724	Coagulation & Flocculation	30mg/L

STAMP_ITEMNUMB

DELTA-FLOC 725	Coagulation & Flocculation	30mg/L	
DELTA-FLOC 726	Coagulation & Flocculation	30mg/L	
DELTA-FLOC 727	Coagulation & Flocculation	30mg/L	
DELTA-FLOC 728	Coagulation & Flocculation	30mg/L	
DELTA-FLOC 729	Coagulation & Flocculation	30mg/L	
DELTA-FLOC 730	Coagulation & Flocculation	20mg/L	
DELTA-FLOC 731	Coagulation & Flocculation	20mg/L	
DELTA-FLOC 732	Coagulation & Flocculation	20mg/L	
DELTA-FLOC 733	Coagulation & Flocculation	20mg/L	
DELTA-FLOC 734	Coagulation & Flocculation	20mg/L	
DELTA-FLOC 740	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 741	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 742	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 743	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 744	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 745	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 746	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 747	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 748	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 749	Coagulation & Flocculation	251mg/L	
DELTA-FLOC 750	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 751	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 752	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 753	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 754	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 755	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 756	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 757	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 758	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 759	Coagulation & Flocculation	227mg/L	
DELTA-FLOC 760	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 761	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 762	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 763	Coagulation & Flocculation	151mmg/L	
DELTA-FLOC 764	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 765	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 766	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 767	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 768	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 769	Coagulation & Flocculation	151mg/L	
DELTA-FLOC 770	Coagulation & Flocculation	89mg/L	
DELTA-FLOC 771	Coagulation & Flocculation	89mg/L	
DELTA-FLOC 772	Coagulation & Flocculation	89mg/L	STAMP_ITEMNUMB
DELTA-FLOC 773	Coagulation & Flocculation	89mg/L	

DELTA-FLOC 774	Coagulation & Flocculation	89mg/L	
DELTA-FLOC 775	Coagulation & Flocculation	89mg/L	
DELTA-FLOC 776	Coagulation & Flocculation	89mg/L	
DELTA-FLOC 777	Coagulation & Flocculation	89mg/L	
DELTA-FLOC 778	Coagulation & Flocculation	89mg/L	
DELTA-FLOC 779	Coagulation & Flocculation	89mg/L	
Delta-Floc 1101	Coagulation & Flocculation	181mg/L	
Delta-Floc 1102	Coagulation & Flocculation	181mg/L	
Delta-Floc 1102	Coagulation & Flocculation	251mg/L	
Delta-Floc 1103	Coagulation & Flocculation	181mg/L	
Delta-Floc 1104	Coagulation & Flocculation	90mg/L	
Delta-Floc 1106	Coagulation & Flocculation	251mg/L	
Delta-Floc 1107	Coagulation & Flocculation	251mg/L	
Delta-Floc 1108	Coagulation & Flocculation	251mg/L	
Delta-Floc 1109	Coagulation & Flocculation	251mg/L	
Delta-Floc 1110	Coagulation & Flocculation	90mg/L	
Delta-Floc 1111	Coagulation & Flocculation	227mg/L	
Delta-Floc 1113	Coagulation & Flocculation	251mg/L	
Delta-Floc 1114	Coagulation & Flocculation	251mg/L	
Delta-Floc 1115	Coagulation & Flocculation	151mg/L	
Delta-Floc 1116	Coagulation & Flocculation	227mg/L	
Delta-Floc 1117	Coagulation & Flocculation	251mg/L	
Delta-Floc 1118	Coagulation & Flocculation	251mg/L	
Delta-Floc 1119	Coagulation & Flocculation	251mg/L	
Delta-Floc 1120	Coagulation & Flocculation	181mg/L	
Delta-Floc 1121	Coagulation & Flocculation	251mg/L	
Delta-Floc 1122	Coagulation & Flocculation	251mg/L	
Delta-Floc 1123	Coagulation & Flocculation	181mg/L	
Delta-Floc 1124	Coagulation & Flocculation	181mg/L	
Delta-Floc 1125	Coagulation & Flocculation	181mg/L	
Delta-Floc 1126	Coagulation & Flocculation	90mg/L	
Delta-Floc 1127	Coagulation & Flocculation	251mg/L	
Delta-Floc 1128	Coagulation & Flocculation	227mg/L	
Delta-Floc 1129	Coagulation & Flocculation	227mg/L	
Delta-Floc 1130	Coagulation & Flocculation	227mg/L	
Delta-Floc 1131	Coagulation & Flocculation	227mg/L	
Delta-Floc 1132	Coagulation & Flocculation	181mg/L	
Delta-Floc 1133	Coagulation & Flocculation	90mg/L	
Delta-Floc 1134	Coagulation & Flocculation	90mg/L	
Delta-Floc 1135	Coagulation & Flocculation	90mg/L	
Delta-Floc 1136	Coagulation & Flocculation	90mg/L	
Delta-Floc 1137	Coagulation & Flocculation	90mg/L	
Delta-Floc 1138	Coagulation & Flocculation	181mg/L	
Delta-Floc 1139	Coagulation & Flocculation	90mg/L	

STAMP_ITEMNUMB

Delta-Floc 1140	Coagulation & Flocculation	90mg/L
Delta-Floc 1141	Coagulation & Flocculation	90mg/L
Delta-Floc 1142	Coagulation & Flocculation	90mg/L
Delta-Floc 1146	Coagulation & Flocculation	151mg/L
Delta-Floc 1147	Coagulation & Flocculation	251mg/L
Delta-Floc 1148	Coagulation & Flocculation	251mg/L
Delta-Floc 1149	Coagulation & Flocculation	227mg/L
Delta-Floc 1150	Coagulation & Flocculation	251mg/L
Delta-Floc 1151	Coagulation & Flocculation	227mg/L
Delta-Floc 1152	Coagulation & Flocculation	251mg/L
Delta-Floc 1157	Coagulation & Flocculation	45mg/L
Delta-Floc 1163	Coagulation & Flocculation	100mg/L
Delta-Floc 1164	Coagulation & Flocculation	83mg/L
Delta-Floc 1165	Coagulation & Flocculation	66mg/L
Delta-Floc 1166	Coagulation & Flocculation	55mg/L
Delta-Floc 1167	Coagulation & Flocculation	100mg/L
Delta-Floc 1168	Coagulation & Flocculation	111mg/L
Delta-Floc 1169	Coagulation & Flocculation	66mg/L
Delta-Floc 1170	Coagulation & Flocculation	55mg/L
Delta-Floc 649	Coagulation & Flocculation	111mg/L
Delta-Floc 801	Coagulation & Flocculation	181mg/L
Delta-Floc 802	Coagulation & Flocculation	89mg/L
Delta-Floc 803	Coagulation & Flocculation	151mg/L
Delta-Floc 804	Coagulation & Flocculation	157mg/L
Delta-Floc 806	Coagulation & Flocculation	89mg/L
Delta-Floc 807	Coagulation & Flocculation	251mg/L
Delta-Floc 808	Coagulation & Flocculation	90mg/L
Delta-Floc 809	Coagulation & Flocculation	153mg/L
Delta-Floc 812	Coagulation & Flocculation	181mg/L
Delta-Floc 813	Coagulation & Flocculation	71mg/L
Delta-Floc 814	Coagulation & Flocculation	90mg/L
Delta-Floc 816	Coagulation & Flocculation	125mg/L
Delta-Floc 818	Coagulation & Flocculation	251mg/L
Delta-Floc 819	Coagulation & Flocculation	20mg/L
Delta-Floc 822	Coagulation & Flocculation	181mg/L
Delta-Floc 823	Coagulation & Flocculation	251mg/L
Delta-Floc 824	Coagulation & Flocculation	251mg/L
Delta-Floc 825	Coagulation & Flocculation	251mg/L
Delta-Floc 826	Coagulation & Flocculation	90mg/L
Delta-Floc 827	Coagulation & Flocculation	227mg/L
Delta-Floc 828	Coagulation & Flocculation	90mg/L
Delta-Floc 829	Coagulation & Flocculation	227mg/L
Delta-Floc 830	Coagulation & Flocculation	251mg/L
Delta-Floc 831	Coagulation & Flocculation	90mg/L

STAMP_ITEMNUMB

Delta-Floc 832	Coagulation & Flocculation	227mg/L
Delta-Floc 833	Coagulation & Flocculation	251mg/L
Delta-Floc 834	Coagulation & Flocculation	251mg/L
Delta-Floc 835	Coagulation & Flocculation	90mg/L
Delta-Floc 836	Coagulation & Flocculation	90mg/L
Delta-Floc 837	Coagulation & Flocculation	251mg/L
Delta-Floc 838	Coagulation & Flocculation	251mg/L
Delta-Floc 839	Coagulation & Flocculation	251mg/L
Delta-Floc 840	Coagulation & Flocculation	227mg/L
Delta-Floc 842	Coagulation & Flocculation	181mg/L
Delta-Floc 843	Coagulation & Flocculation	181mg/L
Delta-Floc 844	Coagulation & Flocculation	181mg/L
Delta-Floc 845	Coagulation & Flocculation	251mg/L
Delta-Floc 846	Coagulation & Flocculation	251mg/L
Delta-Floc 847	Coagulation & Flocculation	90mg/L
Delta-Floc 848	Coagulation & Flocculation	90mg/L
Delta-Floc 849	Coagulation & Flocculation	90mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Sodium Aluminate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Aluminate Solution 38%	Coagulation & Flocculation	105mg/L
Sodium Aluminate Solution 45%	Coagulation & Flocculation	89mg/L
USALCO 38%	Coagulation & Flocculation	105mg/L
USALCO 45%	Coagulation & Flocculation	89mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : USALCO Gahanna Plant, LLC

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
USALCO - Alum	Coagulation & Flocculation	150mg/L

STAMP_ITEMNUMB

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Delta-Floc 600	Coagulation & Flocculation	167mg/L
Delta-Floc 602	Coagulation & Flocculation	174mg/L
Delta-Floc 604	Coagulation & Flocculation	172mg/L
Delta-Floc 607	Coagulation & Flocculation	170mg/L
Delta-Floc 608	Coagulation & Flocculation	169mg/L
Delta-Floc 609	Coagulation & Flocculation	156mg/L
	Filtration Aid	
Delta-Floc 610	Coagulation & Flocculation	158mg/L
	Filtration Aid	
Delta-Floc 611	Coagulation & Flocculation	160mg/L
	Filtration Aid	
Delta-Floc 613	Coagulation & Flocculation	161mg/L
	Filtration Aid	
Delta-Floc 615	Coagulation & Flocculation	163mg/L
	Filtration Aid	
Delta-Floc 619	Coagulation & Flocculation	165mg/L
	Filtration Aid	
Delta-Floc 624	Coagulation & Flocculation	167mg/L
	Filtration Aid	

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : USALCO Michigan City Plant, LLC

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Solution	Coagulation & Flocculation	150mg/L
USALCO-Alum	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

STAMP_ITEMNUMB

Sodium Aluminate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Aluminate Solution (38%)	Coagulation & Flocculation	105mg/L
Sodium Aluminate Solution (45%)	Coagulation & Flocculation	89mg/L
USALCO 38%	Coagulation & Flocculation	105mg/L
USALCO 45%	Coagulation & Flocculation	89mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

USALCO, LLC

2601 Cannery Avenue

Baltimore, MD 21226

United States

800-882-3883

410-918-2230

Facility : # 10 USA**Aluminum Chlorohydrate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC XG	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC XG	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

STAMP_ITEMNUMB

Number of matching Manufacturers is 2

Number of matching Products is 1012

Processing time was 1 seconds

STAMP_ITEMNUMB

Chemung County – City of Elmira Purchasing Department
John H Hazlett Building
203 Lake Street 2nd Floor, PO Box 588
Elmira, NY 14902-0588
PH: 607-737-3577 FX: 607-737-2073

NOTICE IS HEREBY GIVEN, that sealed bids are sought and requested by the County of Chemung for the purchase of the following:

RFB-2388 PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER

Sealed Bids will be received in the Chemung County – City of Elmira Purchasing Department, Second Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York **until 1:45 P.M. on March 3, 2022** where the bid opening will be broadcast publicly via WebEx at 2:00 P.M. on the date due. Login information to the WebEx meeting can be found on the Purchasing website at:

[https://www.chemungcountyny.gov/departments/o - r departments/purchasing_department/index.php](https://www.chemungcountyny.gov/departments/o-r-departments/purchasing_department/index.php)

No bidder may withdraw their bid within forty-five (45) days after the date of the bid opening.

Please take note:

Bids may now be submitted electronically via the Empire State Bid System website at www.bidnetdirect.com/new-york OR delivered in hard copy (in duplicate) to the Chemung County Purchasing Department, at the above address. Please refer to page 2 of the bid document, **Bid Electronic Submission Procedures**, for further instructions on submitting your bid electronically.

- The Purchasing Office is closed between 12:00 Noon and 1:00 P.M. daily.
- The Purchasing Office receives one (1) daily US Mail delivery after 2:00P.M.
- Any bid received **in the Purchasing Office or electronically** after 1:45 on the due date will not be considered.
- If submitting Electronic bids, hard copy bids are not required to be submitted.
- Hard copy bids delivered to the Purchasing Department must be **in duplicate** (one original and one exact copy).
- The County of Chemung reserves the right to reject any and all bids and to waive any informality.

Proposals must be made upon and in accordance with the bid documents. Bid documents may be obtained on or after January 27, 2022 on-line at www.empirestatebidsystem.com. Vendors must first register for either the free service or the paid service at that site. The paid service is not required to obtain County or City bids. After registration, click on *Chemung County/City of Elmira* from the list of participating agencies; click on the *title of the bid* or search the *NIGP codes*. Copies from any other source are not considered official copies. Only those proposers who obtain bidding documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued.

PLEASE NOTE THAT IF YOU CHOOSE THE FREE SUBSCRIPTION, YOU MUST VISIT THE WEBSITE UP UNTIL THE RESPONSE DEADLINE FOR ANY ADDENDA.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

By: Tricia A. Wise, NIGP-CPP, CPPO, CPPB
Purchasing Director

Inserted in the Star Gazette and Corning Leader: January 27, 2022

SECTION 1 - CONDITIONS OF WORK

1.1 Receipt and Opening of Bids: The County of Chemung, New York (herein called the Owner) invites bids on the form attached hereto. Each bidder shall submit their bid electronically via the online bidding system or deliver in hard copy in a sealed envelope which shall bear thereon the following inscription:

RFB-2388 – PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER

ELECTRONIC BID SUBMISSION PROCEDURES

Electronic Bid Submission

- Unit pricing, if applicable, and required bid documents shall be received on the date and time specified in the Bid Advertisement and may be submitted online via the Empire State Purchasing Group at www.bidnetdirect.com/new-york. You will receive a time and date validation once your bid has been uploaded and processed. Electronic bid submissions received after the specified deadline will not be considered.
- Submit any unit pricing, if applicable, in accordance with the line items provided.
- Complete and upload all required bid forms as one single pdf document with your bid submission.
- Bidder is solely responsible for ensuring their responses are received on time
- Chemung County will not be held responsible for the inadvertent release of any information, nor should it take responsibility for information that may be misdirected.

Electronic Bid Submission Instructions for Suppliers

- Prepare your submission materials and submit Unit pricing or attach bid proposal and upload Mandatory Forms and any other required forms/submissions to www.bidnetdirect.com/new-york.

The Bid Submission Form

Vendor Certification

Non-Collusion Form

Waiver of Immunity

Iranian Energy Divestment Certification

Certification of Sexual Harassment

Documentation Required by Specifications

All forms must be signed and witnessed according to the bid document instructions.

- Below is a link of a recording on how to upload your submission:
https://recordings.join.me/JY5VeM5b0kmY6_2UnAofYA
- It is important that your submission be uploaded, submitted, and finalized prior to the bid submission due date. Uploading large documents may take significant time, depending on the size of your file and your internet speed, therefore we strongly recommend that you give yourself sufficient time and at least one (1) day before closing time to begin uploading your documents and to finalize your submission.
- You will receive confirmation that your submission was finalized.
- Please note: The maximum file upload size is 2 GB and there is no limit to the number of files you can upload.
- Please contact Empire State Bid System vendor support for any technical questions related to your submissions at 1-800-835-4603 Press Option #2.
- Minimum System Requirements: Google Chrome is recommended.

HARD COPY RESPONSE:

Mail or deliver the bid document in person to the address specified in the Notice to Bidders. The outside of the bid envelope must bear the name and address of the company submitting the bid.

The bidder shall submit the following in the sealed bid envelope (one original and one exact copy):

The Bid Submission Form
Regret Letter (If No Bid)
Vendor Certification Form
Non-Collusion Form
Waiver of Immunity
Iranian Energy Divestment Certification
Documentation Required by Specifications

All forms must be signed and witnessed according to the bid document instructions.

The original bid document shall be clearly marked "ORIGINAL". If any discrepancy exists between the original document and the copy, the original document shall be binding.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within forty-five days after actual date of the opening thereof.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the Bidder

The original bid document shall be clearly marked "ORIGINAL". If any discrepancy exists between the original document and the copy, the original document shall be binding.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within forty-five days after actual date of the opening thereof.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the Bidder.

1.2 Description of Item(s) Being Bid: Reference specifications section (1.02).

1.3 Taxes: The County of Chemung is a tax exempt entity.

1.4 Executory Clause: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

1.5 Pertaining to General Municipal Law: The vendor shall agree that Section 103-a and 103-b of the General Municipal Law relative to ground for cancellation of contract by municipal corporation, and disqualification to contract with municipal corporations, are made parts hereof as though fully set forth herein.

1.6 Specification Discrepancy: Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once, no later than seven days prior to submission of Proposal, notify the Purchasing Director in writing who will send written Addenda to all bidders where necessary. The County of Chemung will not be responsible for any oral instructions.

1.7 Non-waiver: Any waiver of any breach of covenants herein contained to be kept and performed by contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.8 Default: Provided always, these entire agreements are upon this condition, that if vendor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified vendor in writing of vendor's default hereunder and the vendor has failed to correct such default within said seven (7) days, or if vendor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel the vendor and those claiming by, through or under vendor, and remove vendor and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.9 Rejection or Acceptance of Bid: The right is reserved by the County to waive any irregularities or informalities in any proposal, to accept or reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the County is deemed the most advantageous for the public and the County. Any bid proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity of re-advertisement.

1.10 Contract Period: If applicable, see specifications, Section 1.02.

1.11 Weight Certification: Where materials are purchased by weight, the supplier shall use scales certified by the County of Chemung or the State of New York and the supplier shall furnish the County with certified weight tickets upon delivery of materials and as necessary and/or requested by the County.

1.12 Unauthorized Changes: If this document is found to be altered in any way by a plan holder, it shall be cause for disqualification of the plan holder from any contract resulting from this solicitation and/or any future solicitation by Chemung County or the City of Elmira.

1.13 Authorized Contract Users:

1. **County Departments:** All Chemung County Departments may utilize and purchase under any county centralized commodity and/or service contract let by the Chemung County Purchasing Department, unless the bid specifications limit purchases/services to specific departments or prohibit such participation.
2. **Non-Chemung County Authorized Users:** Chemung County may allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase commodities awarded as a result of this bid in accordance with the latest amendments to NYSGML 100 through 104.
3. **Responsibility for Performance:** Utilization of Chemung County centralized commodity contracts by non-County Agency Authorized Users is permitted upon the following conditions: STAMP_ITEMNUMB

- a. The responsibility with regard to performance of any contractual obligation, covenant, condition, or term thereunder by any Authorized User other than County departments shall be borne and is expressly assumed by such Authorized User and not by the County.
- b. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether the County or otherwise.
- c. For a breach by an Authorized User other than a County Department, The County specifically and expressly disclaims any and all liability for such breach.
- d. Each non-county agency Authorized User and Contractor guarantees to save the County, its officers, agents, and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the contract.

1.14 Limitations to Liability: The Owner does not assume responsibility or liability for costs incurred by bidders responding to the bid or to any subsequent requests for interviews, additional data, etc.

1.15 Equal Opportunity Employment: Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

1.16 Compliance with Law: The Bidder agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.17 Iranian Energy Sector Divestment:

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder 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 its knowledge and belief, that each bidder is not

on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Chemung County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Chemung has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

1.18 NEW YORK STATE SEXUAL HARASSMENT LAWS

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

SECTION 1.02 SPECIFICATIONS FOR: RFB-2388 PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER

A. GENERAL CONDITIONS

1. SCOPE: The successful bidder (vendor) shall furnish and deliver, (F.O.B. to the Chemung County Elmira Wastewater Treatment Facility, 600 Milton St., Elmira, NY 14904 and the Chemung County Sewer District No. 1 Wastewater Treatment Facility, 1700 Lake St., Elmira, NY 14901) the product required for the extraction of phosphorous from the wastewater stream. The product must be capable of reducing the effluent phosphorous level to a 0.5 mg/l.

2. Orders: Invoices and orders must be in the same unit of measurement as quoted on the bid sheet.

3. Payment: Payment shall be within thirty (30) days of County acceptance of each delivered order or vendor invoice, whichever is later.

4. Delivery: All deliveries shall be made between the hours of 7:00 AM and 1:00 PM Monday through Friday, unless otherwise agreed upon by both parties. Delivery will be by bulk tanker equipped with pumping equipment, hoses, hose connections and air blow off valve to unload into the Elmira Treatment Plant's bulk storage tanks at Chemung County Elmira Wastewater Treatment Facility, 600 Milton St., Elmira, NY 14904 and the Chemung County Sewer District No. 1 Wastewater Treatment Facility, 1700 Lake St., Elmira, NY 14901.

5. Contract Term: The contract term shall be for 1 (one) year beginning from the date of award by the Chemung County Legislature. The contract may be extended for up to one (1) additional year under the same terms and conditions upon mutual consent between the County and the Successful Bidder(s). The Chemung County Legislature must approve any contract extension. Notice of intent to not extend by either party is required 90 days in advance of the contract expiration.

6. Bid Price: The bid price submitted shall be the price of the product per pound delivered including shipping, insurance, fuel surcharge and shall include technical services as specified below 1.02.A.10.

7. Bid Price Adjustments For a Contract Extension: If a contract extension is executed, a price adjustment will be allowed based on the Consumer Price Index (CPI-U) for all Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items (Series ID: CUUR0000SAO) as published by the US Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is available through the internet at the Bureau of Labor Statistics (BLS) website at www.bls.gov.com. If the above series ID is discontinued or not available, Chemung County reserves the right to implement another applicable index. Price adjustments using the CPI involve changing the **Unit Bid Price** by the percent change in the level of the CPI between the reference period and a subsequent time period. For this contract(s), the reference period shall be February, 2022, and the subsequent time period shall be March, 2023. This price adjustment shall become effective on April 1st, 2024 and shall remain firm through December 31st, 2024.

An example of the price adjustment calculation is as follows (figures are illustrative only):

- | | |
|--|----------------------------|
| ➤ CPI-U (CUUR0000SAO) March 1, 2021 | 203.60 (Subsequent Period) |
| ➤ CPI-U (CUUR0000SAO) February 1, 2020 | 197.60 (Reference Period) |
| ➤ Equals index point change | 6.00 |
| ➤ 6.0 Divided by "reference" period CPI-U equals | .0303 points increase |

- .0303 Multiplied by 100 to achieve percentage 3.03 % (percent)
- Percent change rounded to nearest whole percentage 3.00 %
- New price effective **April 1, 2021** Original Bid Price + (.03 Bid Price)

8. Award: The basis of the award of this contract will be the most cost effective product. The most cost effective product is defined as the product having the lowest total cost that will achieve the desired effluent phosphorous limit of 0.5mg/l in the wastewater stream. It is solely the vendor's responsibility to provide adequate proof of equivalence to the minimum specifications and to bear all costs associated with such proof.

9. Technical Consulting: The bid price shall include the cost for in person professional technical services and consultations at the Wastewater Facility site upon request by Chemung County Sewer Districts (The Districts) for up to five (5) days per year.

10. Trial Run: Only those vendor who have plant trial runs and have met the specifications (as judged solely by District) herein stated, will be considered for the award of this contract. A maximum of two (2) of any one vendor's products may be evaluated during the trial period for jar testing and one (1) product for full scale plant test.

- a. **Testing:** The vendor will jar test a sample of their product at the Wastewater Treatment Plant prior to bid and submit the test results to the Chief Operator for review. Upon successful completion of the jar testing, the vendor must supply enough product, "on a no charge basis" to conduct a 1 week full scale plant test. The full scale plant test shall be conducted at no cost to the Districts. In order to be considered for the award of this contract, prospective vendors must schedule and complete the required testing on or before February 22, 2022.
- b. **Record of test results:** A written record of the test results will be provided to the vendor who conducts the plant trial runs. The District reserves the right to disqualify the product if the performance during full scale testing does not meet quality standards, contributes to the degradation of the plant's effluent or fails to meet the required effluent limit of 0.5mg/l.
- c. **Equipment Requirements:** Any products requiring special equipment or modifications needed to mix the product, put into solution or deliver it to the point of application other than that presently existing at the plant will not be considered.

A staff member will assist the vendor's representative(s) during the trial run. Operational adjustments on all equipment shall be performed by District staff only. The vendor's representative shall notify district staff of the desired adjustments in process operations. District staff will perform all sampling and operational adjustments which they deem necessary.

The District reserves the right to refuse testing based upon specifications which indicate possible safety, pumping handling or process degradation problems. Prior to testing of any and all products the vendor will supply the District with a SDS for the product(s) being tested.

11. Appointments to test a proposed product must be made by contacting Mr. Mike Lanning, Chief Operator at 607 732-5115 between the hours of 6AM and 2PM EST, Monday through Friday.

12. Performance Requirements: Product Performance must be equal to or exceed Polyaluminum Chloride (PAC) DelPAC 1525. The vendor shall cooperate closely with the District staff in

scheduling, planning, and making effective use of the product and services offered. The responsibility for the proper operation of the total system is that of the Chief Operator. Should an unworkable situation develop in the opinion of the Chief Operator, where the vendor's product or service is considered unsatisfactory, or there is a decline in the effectiveness per pound of the product supplied that can be reasonably be attributed to deficiencies in the vendor's manufacturing or quality control, rather than to change the facilities processes, the following steps will be taken:

The Chief Operator will notify, in writing, the manufacture that an unsatisfactory condition exists and the manufacture shall have 14 days to resolve such problems to the satisfaction of the District. If no satisfactory solution has been made at the end of that period, the District shall, with advice from the Chief Operator, notify the manufacture in writing that the contract will be considered annulled in an additional thirty (30) calendar days.

FORM FOR SUBMISSION OF BID

The undersigned hereby declares that he/she has carefully examined all bid documents and all interpretations of any addenda and is satisfied as to all the quantities and conditions, and understands that in signing this Bid he/she waives all rights to plead any misunderstandings regarding the same.

Pursuant to and in compliance with the Bid Documents, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, **for the bid price(s) as follows:**

Bid Submission Form for the RFB-2388 PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER		
Bid Item	Unit Bid Price in Figures	Unit Bid Price in Words
PRODUCT FOR EXTRACTION OF PHOSPHOROUS FROM WASTEWATER	<u>Per Pound:</u> \$0.24 / wet pound delivered	<u>Per Pound:</u> Twenty-four cents per wet pound delivered

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within ten (10) business days after the date of such delivery, execute and deliver the Contract in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addenda, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # 1 Addendum # _____ Addendum # _____

Terry Waldo, Chief Commercial Officer

Name of Company or Authorized Representative submitting bid

 2/26/2022
Signature of Bidder or Company Authorized Representative Date

USALCO, LLC 2601 Cannery Avenue, Baltimore, MD 21226
Name and Address of Company

PH: 410-354-0100 FX:410-918-2240 insidesales@usalco.com
Phone and Fax Numbers of Company E-Mail

REGRET LETTER

REQUEST NUMBER: **RFB-2388**

TO WHOM THIS MAY CONCERN:

If you do not plan to bid on this offering, but wish to remain on our active vendor list, you must complete this form and return to this office by the bid due date.

Thank you for your cooperation.

Very truly yours,

Tricia A. Wise, NIGP-CPP, CPPO, CPPB
Purchasing Director

REASON FOR NOT BIDDING

- ☐ RECEIVED BID PACKAGE TOO LATE
- ☐ NOT ENOUGH TIME TO DEVELOP BID
- ☐ NOT SUFFICIENT DETAILS
- ☐ JOB TOO LARGE
- ☐ JOB TOO SMALL
- ☐ NOT INTERESTED IN THIS TYPE OF MATERIAL/SERVICE
- ☐ WORKING AT FULL CAPACITY AT THIS TIME
- ☐ CANNOT MEET TIME SCHEDULE FOR COMPLETION OF JOB
- ☐ SPECIFICATIONS TOO RESTRICTIVE
- ☐ OTHER _____

Contractor/Vendor

Vendor Certification

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the City) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller's (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Vendor Responsibility Form

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?

YES _____ NO X _____

- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?

YES _____ NO X _____

- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"

YES _____ NO X _____

- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?

YES _____ NO X _____

- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?

YES _____ NO X _____

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

(Attach Additional Sheets if Necessary)

Overview on Executive Order #127 May be Accessed:

<http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html>

BIDDER'S CERTIFICATION ON SEXUAL HARASSMENT
IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I

In submitting this bid, BIDDER represents, as more fully set forth in the Bid that he/she has implemented a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment prevention training to all of its employees in accordance with New York State Labor Law §201-g.

Dated: February, New York
26th, 20 22

USALCO, LLC
Name of Bidder

Terry Waldo

Signature of Authorized Official

Terry Waldo, Chief Commercial Officer
Printed or Typed Name of Official and Title

Sworn to before me this
26th day of February, 20 22

Brett McCoy

Brett McCoy
Notary Public of the State of Maryland



STAMP_ITEMNUMB

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

A. By submission of this bid, each bidder and each person signing on behalf of any bidder 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 knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.



Signature of Bidder

February 26, 2022

Date

Terry Waldo, Chief Commercial Officer

All bidders must sign this certification prior to the opening of the bids.

**WAIVER OF IMMUNITY PURSUANT TO 103A
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, Section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.



Authorized Signature for Bidder

February 26, 2022

Date

Terry Waldo, Chief Commercial Officer
Title

(Corporate Seal, if any)

(If no seal, write "No Seal"
across this place and sign)

No Seal




Terry Waldo, Chief Commercial Officer

STAMP_ITEMNUMB

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165- a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Terry Waldo, Chief Commercial Officer

Title

2/26/2022

Date

USALCO, LLC

Company Name

STAMP_ITEMNUMB

COUNTY OF CHEMUNG, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name _____

Company Address _____

Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

Chemung County Legislature Resolution Number _____ Date _____

Chemung County has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement within ten (10) business days from the date of this Notice. If you fail to execute said Agreement within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the County's acceptance of your BID as abandoned and the County will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____

Department Head Signature

Typed

Name/Title DATED the _____ day of _____, 20____.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____

Authorized Signature

Typed Name/Title

For: _____

Organization

DATED the _____ day of _____, 20____.

STAMP_ITEMNUMB

AGREEMENT FORM

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

Hereinafter designated the CONTRACTOR.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONTRACTOR for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the CONTRACTOR shall proceed to supply products and services as hereby described:

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Contractor agrees, at his/her own sole cost and expense, to furnish all materials and provide all services necessary to complete the contract work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the bid document and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all materials furnished and/or equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and supplying all materials/products and the whole thereof as herein provided, and for providing services and materials until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Bid Document and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Waiver of Immunity; Iranian Energy Divestment Certification, Bidder Submittals; and Agreement form.

STAMP_ITEMNUMB

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Contractor)

(Seal)

Signature

Company Name

Company Address

By: (Owner - County)

(Seal)

Christopher J. Moss,
Chemung County Executive

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name _____

Address

Phone _____

Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

STAMP ITEMNUMB

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

(Name of Company)

(Print Name & Title)

(Signature)

APPROVAL OF OWNER:

Christopher J. Moss, Chemung County
Executive

Chemung County-City of Elmira Purchasing Department
John H. Hazlett Building - 2nd Floor
203 Lake Street P.O. Box 588
Elmira, NY 14901
PH: 607-737-3577 FX: 607-737-2073

ADDENDUM # 1

RFB - 2388 - Product for Extraction of Phosphorous from Wastewater

Bids Due on March 3, 2022 at 1:45 PM (unchanged)

1. Please see revised link to our new website.

<https://www.chemungcountyny.gov/438/Open-Bids>

Please contact the Purchasing Office if you have questions.

Thank you

By: Tricia Wise, Purchasing Coordinator

Date Issued: February 24, 2022

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating Principal Clerk position on behalf of the Chemung County Department of Youth and Recreational Services

Resolution #: 22-191
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Request resolution authorizing the recreation of one full-time Principal Clerk position due to promotion of the previous Principal Clerk (J.V.) at the Chemung County Youth Bureau.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Principal_Clerk_Memo_2022.docx	Memo	Cover Memo	3/3/2022

STAMP_ITEMNUMB



Chemung County
Youth Bureau & Recreational Services

David Ellis
Executive Director

599 Harris Hill Road • Elmira, NY 14903 • 607-737-2907 • Fax: 607-737-0435

ChemungYouth.com

MEMO

To: Christopher J. Moss, County Executive / David Sheen, Deputy County Executive / Jocelyn Bermingham, Human Resources Director/ Brian Hart, Commissioner of Human Services / Steve Hoover, Budget Director / County Legislature

From: David Ellis
Executive Director, Youth Bureau and Recreational Services

Date: February 28, 2022

Re: Request Permission to recreate one full time Principal Clerk position.

Please consider this correspondence as the Chemung County Youth Bureau respectfully requests permission to recreate one full time Principal Clerk position due to the promotion of the previous Principal Clerk (J.V.) at the Chemung County Youth Bureau.

This position will be a full time, 35 hours per week; Grade 7 position. **This position will maintain an 18.9% local share for salary and fringe benefits.** There are currently funds in the Youth Bureau budget for this position.

If you should require any additional information or have any questions, please feel free to contact me at your earliest convenience. Thank you in advance for your consideration of this request.

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating Sewer System Maintenance and Inspection Crew Leader position on behalf of the Chemung County Sewer Districts

Resolution #: 22-192

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item respectfully requests the approval to re-create the Sewer System Maintenance and Inspection Crew Leader position within the Chemung County Sewer Districts due to the resignation of an employee (RH). This is a supervisory position that is this position oversees the maintenance workers and laborers on the road crew. It is essential for ensuring the 180 miles of pipe and 33 pump stations within the Sewer District are maintained and repaired. This position also ensures utility mark outs and new connections to the sewer system are performed correctly and proactively looks to identify and repair sources of ground water infiltration into the sewer system.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating Chief Assistant District Attorney position on behalf of the Chemung County District Attorney's Office

Resolution #: 22-193

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Re-creation of full-time Chief Assistant District Attorney position due to resignation of EGH.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating Secretary I position on behalf of the Chemung County District Attorney's Office

Resolution #: 22-194
Slip Type: PERSONNEL
SEQRA status Full-time
State Mandated False

Explain action needed or Position requested (justification):

Request resolution recreating a Secretary I position on behalf of the District Attorney's Office due to the resignation of S.K.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating Principal Clerk position on behalf of the Chemung County Probation Department

Resolution #: 22-195

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request resolution authorizing the recreation of a Principal Clerk position in the County Probation Dept.
The Principal Clerk position (NS) will fill a vacancy due to retirement.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating three Deputy Sheriff positions on behalf of the Chemung County Sheriff

Resolution #: 22-196

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing the recreation of one Deputy Sheriff position on behalf of the Chemung County Sheriff's Office due to the resignation of RM, as outlined in the Chemung County Sheriff's 2022 Budget.

Resolution resolution authorizing the recreation of one Deputy Sheriff position on behalf of the Chemung County Sheriff upon the retirement of CM, as outlined in the Sheriff's Office 2022 Budget.

Requesting resolution authorizing the recreation of one Deputy Sheriff position on behalf of the Chemung County Sheriff upon the promotion of JS, as outlined in the Sheriff's Office 2022 Budget

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating Full-Time Assistant Public Defender on behalf of Public Defender's office.

Resolution #: 22-197

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting re-creation of Full-Time Assistant Public Defender position of CQ.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating part-time Secretary position on behalf of the Chemung County Public Defender's Office

Resolution #: 22-198

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing the recreation of a part-time secretary on behalf of the Public Defender's Office, due to retirement of JT.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating Airport Maintenance Worker I position on behalf of the Elmira Corning Regional Airport

Resolution #: 22-199

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of the re-creation of an Airport Maintenance Worker I position due to a resignation (TT).

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services.

Resolution #: 22-200
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

re-create one (2) Caseworkers , full-time, CSEA Grade 12, \$23.28 per hour, 67% Reimbursement, due to resignations (AK) (MF) See attached rationale.

re-create one (1) Social Welfare Examiner Trainee, full-time, CSEA Grade 8, \$16.82 per hour, 75% reimbursement, due to resignation (YN). See attached rationale.

re-create one (1) Senior Clerk, full-time, CSEA Grade 6, \$15.39 per hour, 75% reimbursement, due to promotion (JA). See attached rationale

re-create one (1) Principal Account Clerk, CSEA Grade 10, \$20.72-\$23.25 per hour, 75% reimbursement, due to resignation (CM). See attached rationale

ATTACHMENTS:

File Name	Description	Type	Upload Date
Caseworker_rationale.pdf	Caseworker Rationale	Cover Memo	2/9/2022
Social_Welfare_Examiner_Trainee.pdf	SWET Rational	Cover Memo	3/10/2022
Senior_Clerk_(Reception)_(2).pdf	Sr. Clerk rationale	Cover Memo	3/10/2022
Principal_Account_Clerk_Rationale_AV.pdf	Principal Account Clerk rationale	Cover Memo	3/18/2022

STAMP_ITEMNUMB

CASEWORKER

This vacancy is in the Children and Family Services/Child Protective Services Team that is responsible for tasks, including but not limited to:

- Investigation of “hotline” reports alleged child abuse and neglect.
- Providing ongoing case management services for open cases.
- Referring and networking with community agencies to provide services to families. Some agencies include school districts, law enforcement, pediatricians, drug/alcohol services, counseling services and Family Court.
- Documentation of all casework activities.
- Correspondence including letters to service providers, affidavits for court proceedings, reports, referral packets, etc.
- Face to face contacts/interviews with clients.
- On call responsibilities.
- Local and state mandated paperwork requirements.
- Formulating service plans, including the identification of strengths and needs.
- Continual risk/safety assessment.
- Coaching/counseling for families.

This position requires a great deal of flexibility, strong oral and written communication skills, critical thinking skills, independent decision-making, problem-solving skills, the ability to engage families, conduct thorough assessments and to identify potential safety and risk factors for families.

Caseworkers in these positions receive between 3-5 new cases per week and are also responsible for investigations of subsequent reports on open investigations. They draft affidavits for Family Court for Abuse/Neglect petitions and are called upon for testimony. As we are mandated to provide 24/7, 365 days per year coverage for alleged reports of child abuse and neglect, workers are also required to provide on call coverage for Chemung County.

SOCIAL WELFARE EXAMINER TRAINEE

2/24/2021

This position would be assigned to a Temporary Assistance Division, which is responsible for tasks, including but not limited to:

- I. Determining and Re-determining eligibility for public programs, such as Public Assistance, SNAP (Food Stamps), Medicaid, HEAP and Employment.
- II. This entails, but is not limited to:
 - Initial face-to-face interview appointments (a.k.a.: Certifications)
 - Gathering and processing data necessary to make eligibility determinations
 - Re-certifications of eligibility
 - Meeting emergency needs (such as Eviction, Utility Shut-offs, etc.)
 - Meeting the day-to-day needs of the families on the caseloads (a.k.a.: Undercare)
 - Documentation of all casework activities
 - Correspondence including letters to service providers and clients
 - Local and state mandated paperwork requirements
 - Referring and networking with other agency divisions and community agencies to provide needed services to families
 - Timely assignment to work activities to ensure Federal and State participation rates are met and those clients are moved toward self-sufficiency.
 - Assist in meeting deadlines/compliance with state regulations for provision of service.
 - Reduce the error rate for cases.
 - Ensure more timely services to children and families in our community.
 - Timely case closings reduce fiscal impact.
 - Accurate and timely eligibility determination and under care services, including referrals for support services, results in a reduced recidivism rate.

This position requires a great deal of flexibility, strong oral and written communication skills, and problem-solving skills. The current caseload size per examiner ranges between 100 and 1,100 cases, this is dependent on the program area.

Senior Clerk
TA-Reception

This position provides clerical support for the Temporary Assistance Division. This position is responsible for performing support tasks that will assist Examiners in meeting deadlines/compliance with state regulations for provision of service. This position maintains several databases performing data entry and tracking information going to and from Examiners and community agencies as well as data entry activities related to incoming applications. The work involves exercising independent judgment in the application of procedures. The Senior Clerk should have good knowledge of office terminology, procedures, equipment; ability to understand and carry out oral and written directions; ability to meet and deal with the public; exhibit good judgment and accuracy.

**Principal Account Clerk Rationale
DSS Accounting Unit**

The person in this job is responsible for the following duties:

- Supervision of Accounting Unit staff in the absence of the Supervisor of Fiscal Services
- Day-to-day supervision of Accounts Payable processing (Invoices, Purchase Orders, Blanket Purchase Orders etc.)
- Prepare and track Human Services (DSS/MH/CIS) related Account Receivables
- Prepare, maintain, and update various DSS expenditure analyses
- Prepare and complete monthly administrative claims for Federal and State reimbursement
- Prepare and complete monthly special project claims for Federal, State, and Various Grant reimbursement
- Assist the Director of Administrative Services with special projects and annual DSS budget work papers
- Miscellaneous other duties as assigned

The individual in this title must possess thorough knowledge of methods in keeping financial accounts and records including a working knowledge of double-entry bookkeeping, thorough knowledge of business arithmetic and English; thorough knowledge of office terminology, procedures, and equipment; ability to follow complex oral and written directions; ability to prepare original correspondence and reports in Microsoft Word and Microsoft Excel; ability to plan, layout and supervise the work of others; ability to secure the cooperation of others; good judgment and initiative.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility

Resolution #: 22-201

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing the recreation of the following position in accordance with the approved staffing plan for the Chemung County Nursing Facility:

(10) Ten Certified Nurse Aide Positions, CSEA Grade 4A, \$15.15-\$19.40 per hour, 90% reimbursement, due to resignations

(1) Principal Account Clerk (Billing Office), CSEA Grade 10, \$20.72-\$25.43 per hour, 90% reimbursement, due to resignation

ATTACHMENTS:

File Name	Description	Type	Upload Date
Copy_of_Personnel_Req_MAR_22_-_10_CNAs.xlsx	Personnel Requisition	Cover Memo	3/7/2022
Copy_of_Personnel_Req_MAR_22_-_1_Principal_Acct_Clerk.pdf	Personnel Requisition	Cover Memo	3/18/2022

STAMP_ITEMNUMB

ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility DATE: 3/4/

1. Position Title: (10) Certified Nursing Aides FT x PT Prior Resolution 22-05
 Action Requested: Creation Re-Creation x Other
 Salary/Grade: CSEA Grade 4A Wage Range \$15.15-\$19.40/hr Civil Service Approval: Y
 Budget Account: 50-6017-6020-50100 Funds Available: Y x N
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y x
 Vacancy Due To: Resignation x Retirement Promotion Other
 Attachments: Y N x

2. Position Title: _____ FT _____ PT _____ Prior Resolution _____
 Action Requested: Creation _____ Re-Creation _____ Other _____
 Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y _____
 Budget Account: _____ Funds Available: Y _____ N _____
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y _____
 Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
 Attachments: Y _____ N _____

3 Position Title: _____ FT _____ PT _____ Prior Resolution _____
 Action Requested: Creation _____ Re-Creation _____ Other _____
 Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y ____
 Budget Account: _____ Funds Available: Y ____ N ____
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y ____
 Vacancy Due To: Resignation ____ Retirement ____ Promotion ____ Other _____
 Attachments: Y ____ N ____

/22

3

N_x

N

N

N

N

N

of 1

ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: _____ Nursing Facility _____ DATE: _____

1. Position Title: _____ FT ☒ PT _____ Prior Resolution _____
Action Requested: Creation _____ Re-Creation _____ Other _____
Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
Budget Account: _____ Funds Available: Y ☐ N ☐
Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
Attachments: Y ☐ N ☐

2. Position Title: _____ FT ☒ PT _____ Prior Resolution _____
Action Requested: Creation _____ Re-Creation _____ Other _____
Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
Budget Account: _____ Funds Available: Y ☐ N ☐
Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
Attachments: Y ☐ N ☐

3. Position Title: _____ FT _____ PT _____ Prior Resolution _____
Action Requested: Creation _____ Re-Creation _____ Other _____
Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
Budget Account: _____ Funds Available: Y ☐ N ☐
Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
Attachments: Y ☐ N ☐

P. _____ 2 of _____

STAMP_ITEMNUMB

____N____

____N____

____N____

____N____

____N____

____N____

2

ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility

DATE: 3/7/

1. Position Title: (1) Principal Account Clerk FT x PT Prior Resolution 21-44
 Action Requested: Creation Re-Creation x Other
 Salary/Grade: CSEA Grade 10 Wage Range \$20.72-\$25.43 Civil Service Approval: Y
 Budget Account: 50-6017-8310-50100 Funds Available: Y x N
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y x
 Vacancy Due To: Resignation x Retirement Promotion Other
 Attachments: Y N x

2. Position Title: _____ FT _____ PT _____ Prior Resolution _____

Action Requested: Creation _____ Re-Creation _____ Other _____

Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y _____

Budget Account: _____ Funds Available: Y _____ N _____

Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y _____

Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____

Attachments: Y _____ N _____

3 Position Title: _____ FT _____ PT _____ Prior Resolution _____
 Action Requested: Creation _____ Re-Creation _____ Other _____
 Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y _____
 Budget Account: _____ Funds Available: Y _____ N _____
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y _____
 Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
 Attachments: Y _____ N _____

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of 1



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution creating Maintenance Worker position on behalf of the Chemung County Department of Buildings and Grounds

Resolution #: 22-202

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing permission to abolish the Landscape Maintenance Position (SS) and create a Maintenance Worker position.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution creating Grants Manager position on behalf of the Chemung County Planning Department

Resolution #: 22-203

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

A major duty of the Planning Department is to solicit, administer and implement grant projects that are vital to sustaining local government and reducing the burden on Chemung County taxpayers. The Planning Department has limited capacity to manage and administer multiple grants and follow through on the required reporting and documentation needed, thus requiring the need for a full-time grants manager whose sole focus is on the preparation, submission and follow through of grant applications.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Grants_Manager_Job_Specification.pdf	Grants Manager Specification	Cover Memo	2/25/2022

STAMP_ITEMNUMB

GRANTS MANAGER

Department: County
Classification: Competitive
Adopted: February 1, 2022
By: Regional Civil Service Commission

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for coordinating the development, writing, and procuring of grants for all county departments. An employee in this class performs professional level work in identifying possible funding sources to develop or subsidize programs for Chemung County. The employee researches grant opportunities, conducts grant administration and develops contacts to facilitate the process of grants procurement. The employee is expected to fiscally monitor the grant monies as they pertain to invoices and reimbursement requests for all grants. The employee works under the direction of the Commissioner of Planning. Does related work as required.

TYPICAL WORK ACTIVITIES: (The following work activities are listed as examples only and in no event shall an employee be limited to only those examples listed here.)

- Researches grant opportunities;
- Conducts grant administration;
- Produces a variety of reports, including reports on grant process, reports on contract performance, and other reports as they pertain to grants management; conducts special projects as assigned;
- Maintains continued contact with public/private not-for-profit agency responsible for programs;
- Trains county staff on grant administration as management procedures;
- Initiates and researches sources for possible funding available to develop or subsidize programs for Chemung County;
- Utilizes private/public sources to research documents of government and private institutions;
- Identifies, through personal contact with local government official, areas of concern for program development which has not occurred due to lack of local public monies;
- Brings into focus various areas which afford the potential of grant availability and development;
- Other duties as assigned.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Good knowledge of grants preparation, educational principles and practices; working knowledge of the sources for funding in the area of the public, corporations, funding foundations and similar institutions; working knowledge of the principles and practices used in grants proposal applications and the administration of the grant; ability to coordinate program/project and supervise and assign staff accordingly; ability to gather and analyze data, draw conclusions from, obtain data and present in a logical, proven interpersonal skills; concise

Grants Manager
Page 2

manner both verbally and in written narrative format; ability to prepare detailed reports and to support recommendations; ability to conduct interviews for the purpose of obtaining information and to establish and maintain effective working relationships with the public, private, corporate, industry and not-for-profit agencies and their representatives; ability to read and understand complex narrative materials; ability to express oneself effectively, both orally and in writing; resourcefulness; creativity; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Master's Degree or higher and one (1) year full time (or part time equivalent) paid work experience as defined in "typical work activities" above; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree and one (2) years full time paid (or part time equivalent) work experience as defined in "typical work activities" above; **OR**
- (C) Graduation from high school or possession of a high school equivalency diploma and six (6) years of full time paid (or part time equivalent) work experience as defined in "typical work activities" above.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution creating Deputy Director (Group B) position on behalf of the Chemung County Probation Department

Resolution #: 22-204

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item respectfully requests the Legislature review and approve the creation of one full-time Deputy Director(Group B) position per Probation H-10 regulations and the abolishment of one full-time Probation Supervisor position. This new position was classified by Civil Service. Staffing of the position is included in our 2022 budget.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution creating Accounts Payable Clerk position on behalf of the Chemung County Department of Central Services

Resolution #: 22-205

Slip Type: PERSONNEL

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing the creation of a Central Services Accounts Payable position. The individual assigned to this position will spend 50% of time working in Records Imaging Center and 50% of time working in Central Services.

ATTACHMENTS:

File Name	Description	Type	Upload Date
New_Position_Duties_Statement__Central_Services.doc	New Position Duties Statement	Cover Memo	2/7/2022

STAMP_ITEMNUMB

Civil Service Law: Section 22: Certification for new positions. Before any new positions in the service of a civil division shall be created, the proposal therefore, including a statement of the duties of the positions, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed positions. Any such new position shall be created only with the title approved and certified by the commission. Effective April 1, 1959.

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this commission.

1. DEPARTMENT	BUREAU, DIVISION, UNIT, OR SECTION	LOCATION OF POSITION
Central Services	Accounts Payable Clerk	Room 223, 425 Penn Ave

2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.

PERCENT OF WORK TIME	
25	Classifies receipts and expenditures and distributes costs according to prescribed accounting codes
20	Prepares journal entries as required for department and external agency chargebacks for items such as phones, postage, service contracts and print management services
10	Compiles data for and helps in the preparation of simple financial and statistical reports such as annual reports and monthly departmental budget reconciliations
10	Monitors leased vehicle fleet inventory and compiles monthly usage reports
10	Performs routine filing, clerical and account keeping tasks
5	Processes departmental requests for surplus property disposal and maintains a database of surplus items.
5	Verifies and reconciles account balances according to a prescribed procedures
5	Coordinates with Purchasing Dept on contract renewal requirements and updates vendor catalogs as requested
5	Operates personal computer, copier, computing, calculating and other office machines
5	In support of mail courier team, sorts and distributes daily County mail

STAMP_ITEMNUMB

ATTACH ADDITIONAL SHEETS IF MORE SPACE IS NEEDED

3. Names and Titles of persons supervising this position (General, Direct, Administrative, etc.):

NAME	TITLE	TYPE OF SUPERVISION
David McCormick	Central Services Dept Head	Direct

4. Names and Titles of persons supervised by employee in this position:

NAME	TITLE	TYPE OF SUPERVISION
None		

5. Names and Titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position:

NAME	TITLE	LOCATION OF POSITION

6. What minimum qualifications do you think should be required for this position?

College ___2_ years, with specialization in: ___business administration_____

Or graduation from high school and two years of clerical experience

Other _____ years, with specialization in: _____

Experience (list amount and type):

Essential knowledges, skills and abilities:

Working knowledge of MS Word, Excel and PowerPoint. Willingness and ability to develop a working proficiency for accounts payable in New World accounting software. Ability to understand and carry out oral and written directions. Ability to establish and maintain an effective working relationship with others within department and across the County. Physical condition commensurate with the demands of the position.

Type of license or certificate required: Driver's license

7. The above statements are accurate and complete.

Date: ___7-12-2021___ Title: ___Department Head, Central Services___ Signature: _____

CERTIFICATE OF CIVIL SERVICE COMMISSION

8. In accordance with the provisions of Civil Service Law, Section 22, the _____

Civil Service Commission certifies that the appropriate civil service title for the position described is _____

Date: _____ Signature: _____

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY9. Creation of described position: ☐ Approved ☐ Disapproved

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Arnot Medical Services on behalf of the Chemung County Personnel Department

Resolution #: 22-206

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Personnel/Labor Relations has requested authorization to enter into an agreement with Arnot Medical Services ("Arnot") for Arnot's Center for Occupational and Environmental Medicine division to provide occupational health services (pre-employment physicals and fitness-for-duty examinations) to the Chemung County Personnel Department during the period January 1, 2022 through December 31, 2022 at various predetermined costs for each employee based upon the tests and screening. Previous Resolution 21-063.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Arnot_Medical_Services.pdf	Arnot Medical Services	Cover Memo	2/14/2022

STAMP_ITEMNUMB

A G R E E M E N T

THIS AGREEMENT made between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "**COUNTY**"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203 Lake Street, Elmira, New York 14902-0588,

AND

ARNOT MEDICAL SERVICES
600 Ivy Street
Elmira, NY 14905

(hereinafter referred to as **PROVIDER**)

W I T N E S S E T H

WHEREAS the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York; and as outlined in **ATTACHMENT A**, and

WHEREAS the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY** and,

WHEREAS the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the **COUNTY** wishes to make these services available to those persons eligible under applicable Laws.

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall become effective **January 1, 2022**, and shall terminate on **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT A**, accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement at a sum not to exceed the fee schedule as described in **ATTACHMENT A** for the term of this Agreement.

The **COUNTY** will provide payment to the **PROVIDER** as described in **ATTACHMENT A** attached hereto and made a part hereof.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

RECORDS RETENTION

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

CLAIMS, PAYMENTS AND AUDITS

9. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

INSURANCE

10. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT B**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS INDEMNIFICATION

11. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims to the extent arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

NEPOTISM/CONFLICT OF INTEREST

12. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

TERMINATION

13. Each party shall have the right to terminate this Agreement by giving 30 days prior written notice to the other party.

A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.

B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:

(1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.

(2) Not incur any further obligations pursuant to this Agreement beyond the termination date.

(3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

NON-DISCRIMINATION

14. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil

monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

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

COOPERATION

16. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

SECTARIAN PURPOSES

17. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER's employees through this Agreement which become part of the employees' personal spending money.

LOBBYING

18. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

GENERAL PROVISIONS

19. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

20. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

21. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

22. The following additional schedules are attached and made a part hereof: **Exhibit 2.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____

**CHRISTOPHER MOSS
COUNTY EXECUTIVE
Resolution No.**

DATE: _____

ARNOT MEDICAL SERVICES

BY: _____

**Authorized Signature
SS# or FED I.D.# _____**

Attachment A = Service Description/Fee Schedule

Attachment B = Insurance Certificate

Attachment C = Business Associate Agreement

Exhibit #1 = Insurance Requirements

Exhibit #2 = Authorizing Resolution

Dept.Head Approval/Initials: _____

ATTACHMENT "A"
SERVICE DESCRIPTION

ATTACHMENT "B"

PROVIDER IS REQUIRED TO FURNISH LIABILITY INSURANCE IN THE AMOUNT OF ONE MILLION DOLLARS IN COVERAGE

EXHIBIT "1"
CERTIFICATE OF INSURANCE REQUIREMENTS

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain Liability INSURANCE in the amount of ONE MILLION DOLLARS.

PROVIDER is further required to furnish a copy of proof of said coverage in a Certificate of Insurance naming the COUNTY as an additional insured. This Certificate of Insurance must include the term of this Agreement or PROVIDER shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the PROVIDER or by subcontractors.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the PROVIDER for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

EXHIBIT “B”

Fee Schedule

See 5.4 – Fee Schedule is subject to change.

OCCUPATIONAL MEDICINE FEE SCHEDULE	
2022	
Fee schedule is subject to change	
	Price
PREVENTATIVE MEDICINE SERVICES	
Routine Pre-placement/Annual Examination	\$74.00
Complex Pre-placement/Annual physical	\$201.00
Department of Transportation (DOT) Exam	\$82.00
Department of Transportation (DOT) follow up Exam	\$26.00
DOT card in conjunction with A19 Physical	\$21.00
A19 (Bus Driver) Exam	\$82.00
Flight Exam	\$83.00
Police Exam	\$165.00
Firefighter Exam	\$165.00
Hazmat Exam	\$165.00
OSHA Asbestos Exam	\$165.00
OSHA Asbestos Exam Follow up	\$76.00
OSHA Lead Exam	\$165.00
Respirator Clearance Exam	\$126.00
Asbestos Questionnaire	\$23.00
Asbestos Questionnaire (in conjunction with exam)	\$0.00
Respirator Questionnaire	\$23.00
Respirator Questionnaire (in conjunction with exam)	\$0.00
Lead Questionnaire	\$23.00
Lead Questionnaire (in conjunction with exam)	\$0.00
Respirator Fit Test	\$60.00
Forms Charge	\$12.00
DIAGNOSTIC SERVICES	
Vision Exam (stereo-optic)	\$22.00
Ishihara Color Vision Screen	\$11.00
Weight Check	\$11.00
Audiometry Screening	\$44.00
EKG w/report	\$37.00
Pulmonary Function Screen	\$55.00
Pulse ox (when done in conjunction with exam)	\$0.00

Radiologic exam - Chest Single View Frontal	\$47.00
Radiologic Interpretation - Chest Single View Frontal	\$19.00
Radiologic exam - Chest 2 views Frontal & Lat	\$61.00
Radiologic Interpretation - Chest 2 views Frontal & Lat	\$22.00
DRUG AND ALCOHOL TESTING	
Urine Drug Screen w/MRO	\$44.00
Hair Follicle Drug Screen w/MRO	\$87.00
Urine/Hair Follicle Drug Screen Collection Only	\$33.00
MRO Services	\$11.00
Breath Alcohol Screen	\$33.00
Saliva Alcohol Screen	\$33.00
Positive Alcohol Screen Confirmation	\$21.00
CONSORTIUM SERVICES	
Consortium Annual Administrative Fee	\$78.00
Consortium Annual Employee Fee	\$6.00
TRAVEL CLINIC SERVICES	
Travel Clinic Fee, Level I	\$52.00
Travel Clinic Fee, Level II	\$78.00
Travel Clinic Fee, Level III	\$103.00
MISCELLANEOUS OCCUPATIONAL MEDICINE SERVICES	
Fitness for Duty Exam	\$78 per 15 minute interval
Employer Consultation	\$ 78 per 15 minute interval
Office Visit - Nurse only	\$21.00
Contract Nursing Services RN	\$15 per 15 minute interval
Contract Nursing Services LPN	\$10 per 15 minute interval
Contract Nursing Services RN (long-term)	\$11 per 15 minute interval
Mileage	IRS set rate
Physician Clearance for Immunization Administration (provider visit)	\$31.00
IMMUNIZATIONS	
Hepatitis A Vaccine	\$83.00
Hepatitis B Vaccine	\$60.00
Hepatitis A and Hepatitis B - Twinrix Vaccine -	\$119.00
Influenza Vaccine	\$36.00
Influenza Vaccine Quantity	\$25.00
Ixaro (Japanese Encephalitis) Vaccine	\$313.00
Meningitis Vaccine	\$151.00
MMR - Measles, Mumps, Rebella Vaccine	\$86.00

Pneumococcal Vaccine	\$94.00
Polio Vaccine	\$38.00
PPD - Tuberculosis intradermal skin test	\$10.00
Rabies Vaccine	\$370.00
Tetanus & Diphtheria (Td) Vaccine	\$30.00
Tetanus, Diphtheria and Pertussis (TDAP) Vaccine	\$49.00
Typhoid Vaccine - IM	\$106.00
Varicella Vaccine	\$135.00
Yellow Fever Vaccine	\$137.00
LAB SERVICES	
Urinalysis, dip wo micro non-auto	\$8.00
Urinalysis auto w/micro	\$10.00
Collection of venous blood by venipuncture	\$7.00
Urine Collection to send out	\$10.00
Antibody Hepatitis A Antibody	\$36.00
Antibody Hepatitis B Surface	\$31.00
Antibody - Mumps	\$27.00
Antibody-Rubella	\$27.00
Antibody-Rubeola	\$27.00
Antibody - Varicella-Zoster	\$27.00
Antigen - Quantiferon Gold - Tuberculosis	\$173.00
T-Spot	\$211.00
Zinc PP	\$28.00
Assay of lead	\$36.00
CMP	\$30.00
CBC	\$23.00
Glycohemoglobin	\$28.00
Lipid panel	\$39.00
GGTP	\$21.00
Chromium	\$58.00
Vol collection fee	\$10.00
Creatinine, Blood	\$15.00
Creatinine, 24 hour urine	\$15.00
Hematocrit	\$8.00
Hemoglobin	\$8.00
WBC	\$8.00
Glucose	\$12.00



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing the use of Eminent Domain for the Traffic Signal Project on behalf of the Chemung County Department of Public Works (PIN 6755.12)

Resolution #: 22-207
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing the approval for eminent domain usage on PIN 6755.12 (Traffic Signal project). This proposed eminent domain is for the purchase of a section of a single parcel we have been unable to obtain. Parcel is a fee interest in an approximately 364 square foot, rectangular shaped parcel situated immediately adjacent to the eastern highway boundary of CR 65 (Lake Road). The purpose of acquiring the fee interest in and to a portion of the Horseheads Heights Parcel is to relocate a traffic signal pole and associated facilities.

Attachments include: Sample Resolution, Map showing Parcel needed, Contact Diary with property owner, Approved Just Compensation, Offer Package

Our offer was \$1,000. The County Attorney has reviewed the request and is okay with proceeding.

ATTACHMENTS:

File Name	Description	Type	Upload Date
210610-CR35_0006_fee-SIGNED_COPY.pdf	210610-CR35-0006 fee signed copy	Cover Memo	2/7/2022
Just_Comp_rev0_-_approved.pdf	Just Comp rev0 - approved	Cover Memo	2/7/2022
M_06_-_Contact_Diary.pdf	M06 Contact Diary	Cover Memo	2/7/2022
M_06_-_Offer_Package.pdf	M06 Offer Package	Cover Memo	2/7/2022
Sample_Resolution.120221_final.docx	Sample Resolution	Cover Memo	2/7/2022

STAMP_ITEMNUMB

LAKE ROAD
C.R. 65

CHEMUNG COUNTY
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP
6755.12

MAP NO. 6
PARCEL NO. 6
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

NO MAPS FOUND

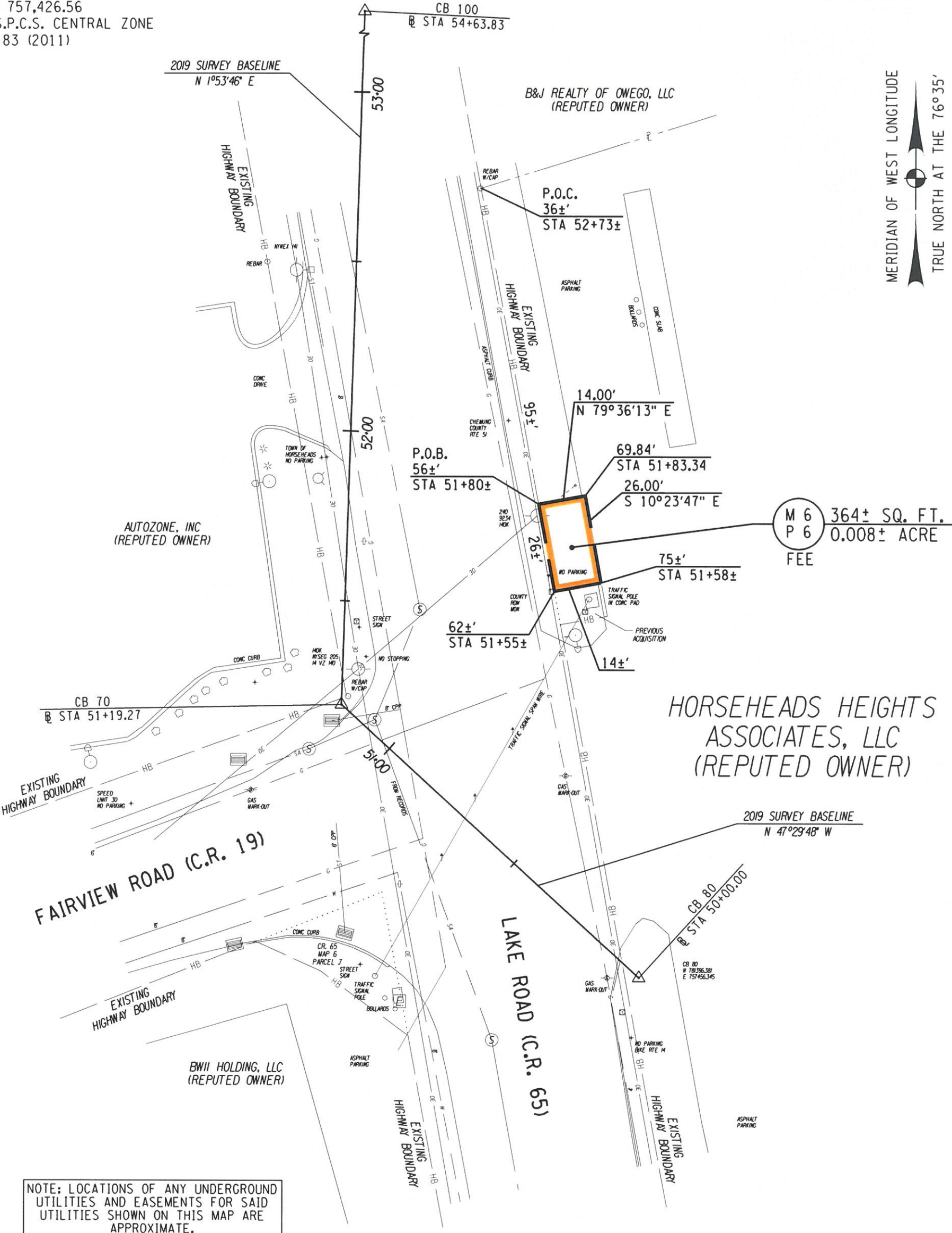
Parcel Locator Point:
N: 781,536.16
E: 757,426.56
N.Y.S.P.C.S. CENTRAL ZONE
NAD 83 (2011)

HORSEHEADS HEIGHTS ASSOCIATES, LLC
(REPUTED OWNER)

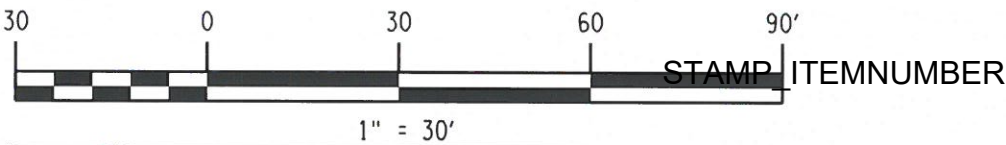
CCD INST. 200503160074
TRN 6

PARCEL SUMMARY:
Type: FEE

Portion of 2014 Tax
Map Ref. No. 069.10-04-07
Town of Horseheads
County of Chemung
State of New York



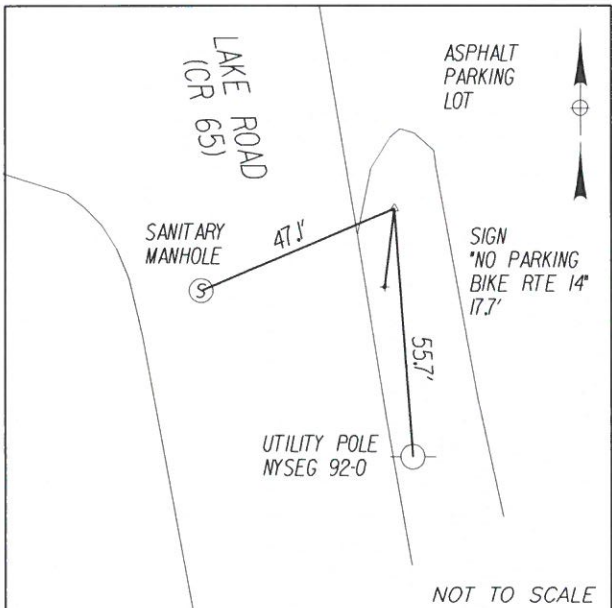
NOTE: LOCATIONS OF ANY UNDERGROUND UTILITIES AND EASEMENTS FOR SAID UTILITIES SHOWN ON THIS MAP ARE APPROXIMATE.



CHEMUNG COUNTY
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

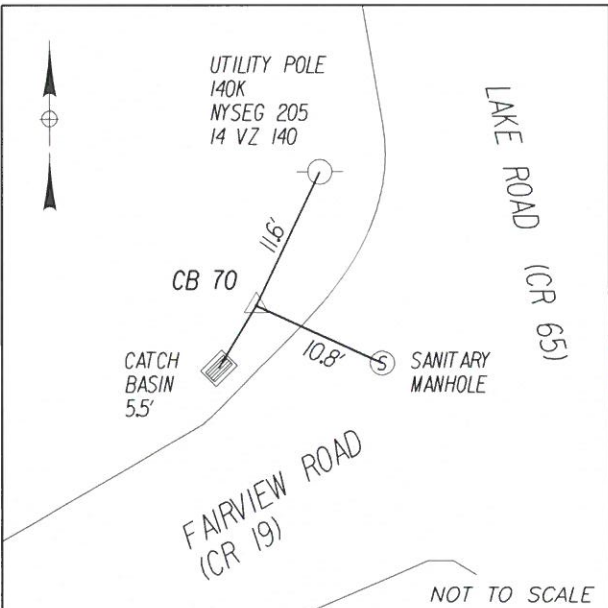
LAKE ROAD
C.R. 65

MAP NO. 6
PARCEL NO. 6
SHEET 2 OF 2 SHEETS



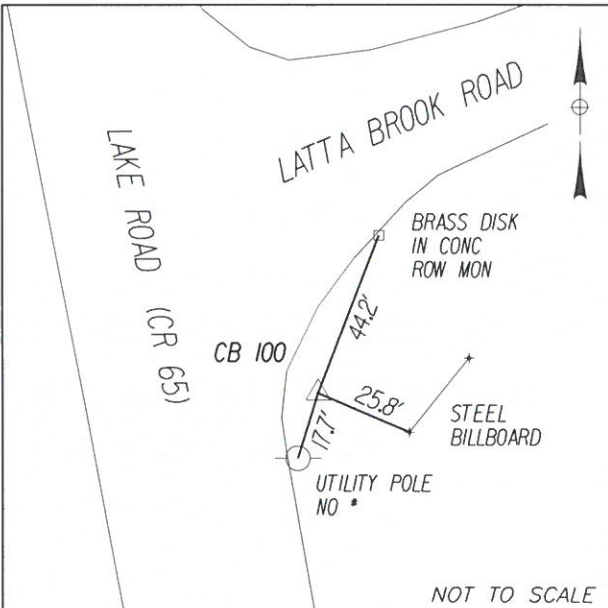
CB 80 (STA. 50+00.00)
N.A.D. '83(2011) N.Y.S.P.C.S. CENTRAL ZONE
N: 781,396.381
E: 757,456.345

CB 80 IS A SPIKE WITH PLASTIC CAP LABELED "ERDMAN ANTHONY" SET ON THE EAST SIDE OF LAKE ROAD, LOCATED APPROX. 65' SOUTH OF THE INTERSECTION OF LAKE ROAD AND FAIRVIEW ROAD.



CB 70 (STA. 51+19.27)
N.A.D. '83(2011) N.Y.S.P.C.S. CENTRAL ZONE
N: 781,476.964
E: 757,368.414

CB 70 IS A SPIKE WITH PLASTIC CAP LABELED "ERDMAN ANTHONY" SET ON THE NORTHWEST CORNER OF THE INTERSECTION OF LAKE ROAD AND FAIRVIEW ROAD.



CB 100 (STA. 54+63.83)
N.A.D. '83(2011) N.Y.S.P.C.S. CENTRAL ZONE
N: 781,821.336
E: 757,379.815

CB 100 IS A SPIKE WITH PLASTIC CAP LABELED "ERDMAN ANTHONY" SET AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LAKE ROAD AND LATTA BROOK ROAD.

All that piece or parcel of property designated as Parcel No. 6, to be acquired in FEE, being shown on the accompanying map and more particularly bounded and described as follows:

Commencing at a point on the easterly Highway Boundary of Lake Road (C.R. 65) at its intersection with the division line between lands of B&J Realty of Oswego, LLC (Reputed Owner) on the north and lands of Horseheads Heights Associates, LLC (Reputed Owner) on the south, said point being 36± feet right of and at right angles to Station 52+73± of the hereinafter described 2019 Survey Baseline; thence southerly along said easterly Highway Boundary of Lake Road (C.R. 65) 95± feet to the POINT OF BEGINNING, said point having New York State Plane Coordinates of N: 781,536.16 E: 757,426.56, said point also being 56± feet right of and at right angles to Station 51+80 of the hereinafter described 2019 Survey Baseline; thence in the lands of Horseheads Heights Associates, LLC (Reputed Owner) the following two (2) courses and distances; (1) N 79°36'13" E a distance of 14.00 feet to a point, said point being 69.84 feet right of and at right angles to Station 51+83.34 of said Baseline; (2) S 10°23'47" E a distance of 26.00 feet to an angle point on the aforementioned easterly Highway Boundary of Lake Road (C.R. 65), said point being 75± feet right of and at right angles to Station 51+58 of said Baseline; thence westerly along said easterly Highway Boundary of Lake Road (C.R. 65) a distance of 14± feet to a point, said point being 62± feet right of and at right angles to Station 51+55± of said Baseline; thence northerly, continuing along said easterly Highway boundary of Lake Road (C.R. 65) a distance of 26± feet to the POINT OF BEGINNING.

The above described parcel contains 364± sq. ft. or 0.008± acre.

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law"

We, Erdman Anthony, hereby certify that this map was prepared in accordance with the generally accepted professional standards for acquisition mapping in New York State.



Date May 24 2021
Peter D. Logar
Peter D. Logar Land Surveyor
P.L.S. License No. 50787

REVIEWED THIS 26 DAY OF May, 2021
Andrew P. Avery
Andrew P. Avery, P.E.
Public Works Commissioner
Chemung County Department
of Public Works
STAMP_ITEMNUMBER



87 Genesee Street
P.O. Box 130
Avon, New York 14414
Tel: (585) 226-6702
Fax: (585) 226-8067

March 5, 2021

VIA EMAIL ONLY

Christopher J. Moss
c/o Andrew P. Avery, P.E.
County of Chemung DPW
John H. Hazlet Bldg.
PO Box 588
203 Lake St.
Elmira, NY 14902-0588

Re: PIN 6755.12 – Traffic Signal and Intersection Improvements - Phase 1 Project
Towns of Big Flats, Elmira, Horseheads and Southport, County of Chemung, New York

Request for Determination of Just Compensation

Dear Mr. Moss:

Attached are the individual property appraisal reviews for the following real property acquisitions:

Map No.	Tax Parcel ID	Property Owner	Appraised Amount	Recommended Just Compensation
01	58.01-1-64	L Enterprises, LLC	\$1,400.00	\$1,400.00
02	58.01-1-63.1	L Enterprises, LLC	\$500.00	\$500.00
03	58.03-1-1.2	Arnot Realty Corporation	\$2,800.00	\$2,800.00
04	57.02-2-58.21	LCL II Associates, LLC	\$5,900.00	\$5,900.00
05	58.03-1-1.11 & 58.03-1-1.3	Arnot Realty Corporation	\$19,600.00	\$19,600.00
06	69.10-4-7	Horseheads Heights Associates, LLC	\$1,000.00	\$1,000.00
07	79.11-1-49	2000 Lake Rd. LLC	\$300.00	\$300.00
08	109.06-03-49	Pennsylvania & Cedar Properties, Inc.	\$400.00	\$400.00

Based on the data provided in the appraisal reviews and the appraisal reports, R. K. Hite & Co., Inc. requests that you establish the amount of just compensation for the acquisitions of the above-referenced maps. It is noted that the Eminent Domain Procedure Law states "In no event shall such amount be less than the condemnor's highest approved appraisal." The highest approved appraisal is the amount shown on the appraisal reviews.

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Please indicate the County's just compensation determination by countersigning this letter below and returning the same to me at the address in the letterhead. If you have any questions or comments, please do not hesitate to call me.

Very truly yours,



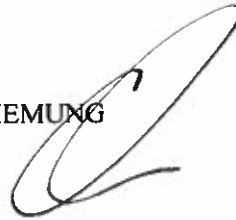
Dean Frohm
Property Rights Specialist

DF/al

Attachments via email

The County of Chemung hereby approves the just compensation amounts for the acquisition of the real property interests as stated above.

COUNTY OF CHEMUNG



Date: 3/8/21

Print Name: Christopher J. Moss

Print Title: County Executive

CONTACT DIARY

PIN: 6755.12 Project Name: Traffic Signal and Intersection Improvements – Phase 1 - EA

Map No. 06 Parcel No. _____ Property Owner: Horseheads Heights Associates, LLC

Prepared by: Dean Frohm Reviewed by: Rich Hite Date: 12/21/21

Task: PI	Contact Type: Owner	Date: 10/9/2020	Method: Letter	RKH Representative: Dean Frohm
Purpose:	<p>I was unable to find a phone number or email for the owner. I sent the PI package to the address we had from the property report. The PI package contained an introductory letter from the County, a draft map of the project and a preliminary plan sheet showing the improvements and the acquisition. Also included in the package was a brochure explaining property owners rights with regard to an acquisition, along with my business card. I ask them to give me a call to discuss.</p> <p>10/21/20 – Talked with Sophie Zhang, facilitator for Horseheads Heights Associates, LLC. She stated that she is the contact for this acquisition. I explained the package of information I sent her, the acquisition process and the scope of the project. I told her an appraiser would be contacting them, and they have a right to speak with appraiser or ask any questions. Their only concern is if traffic flow into the plaza would be affected, and I assured her it would not. No other concerns at this time.</p>			
Action Required:				
Resolution:				

Task: Negotiations	Contact Type: Owner	Date: 5/11/2021	Method: Letter	RKH Representative: Dean Frohm
Purpose:	<p>Sent offer package to owner by certified mail. Package included offer letter from Chemung County for \$1,000, two purchase agreements to be signed along with a W9 form, as well as a third copy of purchase agreement for their records. A cover letter explained what needed to be done and my business card was included.</p> <p>5/27/21 – Called and left message to call me. Following up on offer documents I sent earlier.</p> <p>6/7/21 – Sent follow up email to Sophie Zhang at Horseheads Heights Assoc. LLC</p> <p>6/10/21 – Called and left message to call me or send agreement.</p> <p>6/15/21 – Called again and left message</p> <p>6/29/21 – Called and left message</p> <p>7/14/21 – Called and left message. Also sent email</p> <p>7/27/21 – Called and left message</p>			

STAMP ITEMNUMB

Task: Negotiations	Contact Type: Owner	Date: 5/11/2021	Method: Letter	RKH Representative: Dean Frohm
	8/6/21 – Sent final offer notice along with advance payment agreement and W9 to owner, attn: sophie Zhang by certified mail, return receipt requested. No response was received.			
	8/20/21 – Discussed alternatives with engineer, Rob. He will look into redesign if possible or discuss options with County.			
Action Required:	8/20/21 – Discussed alternatives with engineer, Rob. He will look into redesign if possible or discuss options with County.			
Resolution:	9/28/21 – Chemung County agreed to an acquisition by eminent domain.			

Task: Choose an item.	Contact Type: Choose an item.	Date: Click here to enter a date.	Method: Choose an item.	RKH Representative: Choose an item.
Purpose:				
Action Required:				
Resolution:				

Task: Choose an item.	Contact Type: Choose an item.	Date: Click here to enter a date.	Method: Choose an item.	RKH Representative: Choose an item.
Purpose:				
Action Required:				
Resolution:				

Task: Choose an item.	Contact Type: Choose an item.	Date: Click here to enter a date.	Method: Choose an item.	RKH Representative: Choose an item.
Purpose:				
Action Required:				
Resolution:				

Task: Choose an item.	Contact Type: Choose an item.	Date: Click here to enter a date.	Method: Choose an item.	RKH Representative: Choose an item.
Purpose:				
Action Required:				
Resolution:				

May 11, 2021

VIA CERTIFIED MAIL

Horseheads Heights Associates LLC
369 East 62nd St.
New York, NY 10021

Re: PIN 6755.12 - Traffic Signal and Intersection Improvements - Phase 1 Project
Map No. 06, Parcel 6, Tax ID No. 69.10-4-7
Town of Horseheads, County of Chemung, New York

Dear Property Owner:

As we previously discussed, this is an offer from the County of Chemung to purchase a FEE on your property. This FEE is deemed necessary to complete the Traffic Signal and Intersection Improvements - Phase 1 Project in the Town of Horseheads.

Enclosed for your review are the following documents:

- Offer Letter from the County of Chemung;
- Purchase Agreement with Exhibit A, Acq. Map 06 (in triplicate); and
- IRS W-9 Form.

If you choose to accept the Offer of Just Compensation, please execute and return the enclosed documents as follows:

1. **Purchase Agreement with Exhibit A, Acq. Map 06 (in triplicate).** Sign two copies on page 2 where indicated, in the presence of a witness. Return two signed and witnessed copies to our office (including Exhibit A, Acq. Map 06). Retain the third copy for your records (including Exhibit A, Acq. Map 06).
2. **IRS W-9 Form.** Fill in the top portion with your name, address and Taxpayer Identification Number, and then sign and date where indicated. Please return this completed form to our office as well. A self-addressed envelope has been enclosed for your use in returning these documents.

If you have any questions about the enclosed offer documents, please contact me at (585) 419-5565 or via email at deanfrohm@rkhite.com. Thank you.

Very truly yours,



Dean Frohm
Property Rights Specialist

DF/al
Enc.

STAMP_ITEMNUMB



Office of the Executive
County of Chemung
203 Lake Street
P.O. Box 588
Elmira, New York 14902
(607) 737-0351 FAX
www.chemungcountyny.gov

Christopher J. Moss

County Executive

(607) 737-2912

cross@chemungcountyny.gov

David J. Sheen

Deputy County Executive

(607) 873-1199

dsheen@chemungcountyny.gov

Horseheads Heights Associates, LLC
369 East 62nd St.
New York, New York 10021

Re: PIN 6755.12 - Traffic Signal and Intersection Improvements - Phase 1 Project
Map No. 06, Parcel 6, Tax ID No. 69.10-4-7
Town of Horseheads, County of Chemung, New York

Mailed this 11th day of May, 2021, by Dean Frohm

Dear Property Owner:

The County of Chemung is in the process of acquiring real property rights necessary for the Traffic Signal and Intersection Improvements - Phase 1 Project. This letter is the County's official offer to acquire real property rights from a portion of your property for the project.

The offer is based on an appraisal report prepared by a New York State Certified General Real Estate Appraiser. A qualified review appraiser has reviewed the appraisal report. The County has established an amount that represents "just compensation" for the property interest to be acquired. This amount includes the compensation for the interest to be acquired, improvements, if any, and all legal damages that may be caused to your remaining holdings.

The offer of just compensation is \$1,000.00. As required by federal and state law, the offer represents the approved appraisal amount. Payment will be made together with appropriate interest. You may accept the offer as payment in full or you may elect, without prejudicing your rights, to accept the offer as an advance payment.

The following is a summary of the offer:

1. The value of the land and improvements within the acquisition area:	\$1,000.00
2. The loss in value to your remaining property:	\$0.00
3. Cost to cure:	\$0.00
4. Temporary easement rental value:	\$0.00
TOTAL OFFER OF JUST COMPENSATION:	\$1,000.00

Included in the acquired area are the following improvements:

Lawn.

STAMP_ITEMNUMB

A description of the area and real estate interest to be acquired is shown on the enclosed map.

You may accept the offer as payment in full or you may reject the offer as payment in full and instead elect to accept such offer as an advance payment. Such election shall in no way prejudice your right to claim additional compensation. However, your failure to file a claim within the time of filing claims, as provided in paragraph (B) of section five hundred three of the Eminent Domain Procedure Law, shall be deemed an acceptance of the amount paid as full settlement of such claim.

On acceptance of this offer or an adjusted offer, the County will enter into a purchase agreement with you providing for payment of either the full or advance amount. Your rights to payment will not be conditioned on a waiver of any other rights.

The County has hired R. K. Hite & Co., Inc. a right of way consulting firm, to conduct negotiations on our behalf. The specialist will review the offer with you and explain the valuation and acquisition processes, including payment procedures. In addition, the specialist will provide details about the proposed construction and the project schedule. Every effort will be made to answer your questions and help you through the process.

The right of way specialist assigned to this project is Dean Frohm. Please contact him at (585) 419-5565 or via email at deanfrohm@rkhite.com, if you have any questions.

Thank you for your cooperation in this matter.

Sincerely,

COUNTY OF CHEMUNG



Christopher J. Moss
County Executive

CJM/al
Enc.



COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS

Christopher J. Moss
County Executive

803 Chemung Street
Horseheads, NY 14845-2288
www.chemungcounty.com
Telephone (607) 739-3896

Andrew P. Avery, P.E.
Public Works Commissioner

July 29, 2021

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Horseheads Heights Associates, LLC
369 East 62nd St.
New York, NY 10021

Attn: Sophie Zhang

Re: PIN 6755.12 – Traffic Signal and Intersection Improvements – Phase 1 Project
Map 06, Parcel 6, Tax ID No. 69.10-4-7
Town of Horseheads, County of Chemung, New York

Dear Ms. Zhang:

Over the past several months, the County of Chemung has been acquiring real property rights for the Traffic Signal and Intersection Improvements – Phase 1 Project. These acquisitions are needed for the project to be able to install signal poles and intersection improvements including sidewalk curb ramps. As you are aware, this tax parcel is one of the parcels that will be impacted by this project.

As part of the real property acquisition process, the County of Chemung had the proposed acquisition appraised by a New York State Certified General Real Estate Appraiser. The appraisal then underwent an independent review and ultimately the County established the amount of just compensation in the amount of \$1,000.

Dean Frohm from R.K. Hite & Co., Inc., the County's agent, contacted you via regular mail on 5/11/21 to present the County of Chemung's offer to purchase a portion of your property, to discuss the valuation and acquisition process, and to explain the payment procedure. Mr. Frohm left a follow up voicemail for you on 5/27, sent a follow up email on 6/7, and then left voicemails on 6/10, 6/15, 6/29, 7/14, and 7/27 and received no response.

While it is the County's desire to reach a fair and equitable settlement with you, we need to hear from you by August 20, 2021 due to time constraints.

STAMP_ITEMNUMB

Please select one of the following responses and return this letter to R. K. Hite & Co., Inc. at the address listed below:

- ☐ I/We accept the offer as payment in full, without further claim.
- ☐ I/We reject the offer as payment in full and instead accept the offer as an advance payment, reserving my/our rights to bring a claim for additional compensation . However, my/our failure to file a claim within the time of filing claims, as provided in Sec 503 of the Eminent Domain Procedure Law, shall be deemed an acceptance of the amount paid as full settlement of my/our claim.
- ☐ I/We reject the offer.

The undersigned made the above selection on the _____ day of _____, 2021.

Witness: _____ By: _____

After you have checked one of the boxes above, please return this letter along with either a signed Purchase Agreement or a signed AND NOTARIZED Advance Payment Agreement, and a completed W-9.

In the event that this letter and one of the above-mentioned agreements are not received in the offices of R.K. Hite & Co., Inc. by August 27, 2021, the offer will be deemed rejected and the County of Chemung will be obliged to consider such alternative acquisition options as the law may provide.

Thank you for your cooperation in this matter. If you have any questions, please contact Dean Frohm at (585) 419-5565 or by mail to R. K. Hite & Co., Inc., P.O. Box 130, Avon, New York 14414.

Sincerely,

COUNTY OF CHEMUNG

Christopher J. Moss
County Executive

CJM/al
Enc.

**IN THE MATTER OF THE COUNTY OF CHEMUNG QUALIFYING FOR
EXEMPTIONS FROM EMINENT DOMAIN PROCEDURE LAW ARTICLE 2
HEARING REQUIREMENT FOR THE TRAFFIC SIGNAL AND INTERSECTION
IMPROVEMENTS PROJECT – PHASE I (P.I.N. 6755.12)**

WHEREAS, the signal system on the County highway system in Chemung County is comprised of signals of varying age and condition and represents multiple different types of equipment; and

WHEREAS, traffic signals within the Chemung County are outdated and in disrepair, pedestrian facilities are insufficient, non-existent or do not meet current applicable standards, and some intersections have been identified as locations with higher than average accident rates; and

WHEREAS, in 2012 the County of Chemung (“County”) commissioned a Traffic Signal Evaluation Study (“Study”) to inventory, evaluate and make recommendations for upgrading traffic signals within the County to support economic development and sustainability; and

WHEREAS, the Study investigated 25 traffic signal locations and identified needs in the following three categories:

- 1) Traffic Signals: This category identified non-standard equipment, equipment in disrepair, equipment that was old and locations that lacked certain features (i.e. loop detection and pre-empt devices), etc.;
- 2) Intersection Operations: This category identified potential intersection alignment issues and noted if pedestrian facilities were absent or non-standard;
- 3) Intersection Safety: This category calculated the average accident rate for the intersection and compared it against the statewide average for similar intersections. Accident patterns were also reviewed to determine if the accident patterns were present pointing to specific causes that might be able to be addressed; and

WHEREAS, an independent study was completed in 2019 to verify the assumptions and recommendations in the 2012 Study; and

WHEREAS, due to the deficiencies identified in the Study, the County is proposing to improve and upgrade the County’s traffic signal system and provide intersection improvements in a Project to be accomplished in three (3) phases at various locations within the County (the “Project”); and

WHEREAS, Phase I of the Project is proposed to be accomplished at the following seven (7) locations: CR 35 (Chambers Road) and CR 75 (Arnot Road) intersection in the Town of Big Flats; CR 35 Chambers Road and Arnot Mall in the Town of Big Flats; CR 66 (Grand Central Avenue) and CR 58 (Upper Oakwood Avenue) intersection in the Town of Horseheads; CR 65 (Lake Road) and CR 19 (Fairview Road) intersection in the Town of Horseheads; CR 65 (Lake Road) and CR 39 (East 14th Street) intersection in the Town of Horseheads; CR 65 (Lake Road) and East McCanns Boulevard intersection in the Town of Elmira; and CR 69 (Pennsylvania Avenue) and CR 84 (Cedar Street) intersection in the Town of Southport; and

WHEREAS, the in general, the work to be performed in Phase I of the Project consists of modifying or replacing the existing signal installations, constructing pedestrian facilities such as curb ramps and crosswalks, installing pavement markings and modifying some intersection geometrics; and

WHEREAS, in order to accomplish the work, it will be necessary for the County to acquire limited easements and fee interests for the purpose of removing existing signal poles and placing new traffic signal poles, controllers or curb ramps; and

WHEREAS, one (1) of the tax map parcels in which the County must acquire real property interests in order to accomplish Phase I of the Project is Tax Map Parcel No. 69.10-4-07 ("Horseheads Heights Parcel") in the Town of Horseheads, title to which is currently vested in Horseheads Heights Associates, LLC, which acquired title by means of a Bargain and Sale Deed dated March 10, 2005 and recorded March 16, 2005 in the Chemung County Clerk's Office as Control # 200503160074; and

WHEREAS, the interest that the County seeks to acquire in the Horseheads Heights Parcel is a fee interest in and to an approximately 364 square foot, rectangular shaped parcel situated immediately adjacent to the eastern highway boundary of CR 65 (Lake Road); and

WHEREAS, the purpose of acquiring the fee interest in and to a portion of the Horseheads Heights Parcel is to relocate a traffic signal pole and associated facilities; and

WHEREAS, in accordance with the provisions of Article 3 of the New York Eminent Domain Procedure Law ("EDPL") and the Uninform Relocation Assistance and Real Property Assistance Act of 1973 and its implementing regulations, the County has caused to be appraised the fee interest that it seeks to acquire in and to a portion of the Horseheads Heights Parcel, has had such appraisal reviewed by an independent appraiser, has established the highest approved appraisal amount as the amount that it believes represents just compensation to be paid for the acquisition of such fee interest, and has communicated to the owner of the Horseheads Heights Parcel a written offer to purchase such fee interest for one hundred percentum of the just compensation amount so established; and

WHEREAS, the owner of the Horseheads Heights Parcel has not accepted the County's offer to purchase the fee interest in and to a portion of the Horseheads Heights Parcel that is needed to accomplish the Project, as a consequence of which it may be necessary to acquire such fee interest by means of an EDPL Article 4 acquisition proceeding; and

WHEREAS, EDPL Article 2 requires, as a condition precedent to acquiring title by means of an EDPL Article 4 acquisition proceeding, that the County conduct a public hearing to inform the public and to review the public use to be served by the proposed Project and the impact on the environment and residents of the locality where the proposed Project will be constructed unless such Project is exempt from the EDPL Article 2 hearing requirements in accordance with EDPL §206; and

WHEREAS, EDPL §206 (A) provides that the County will be exempt from compliance with the provisions of Article 2 when pursuant to other state, federal, or local law or regulation it considers and submits factors similar to those enumerated in EDPL §204 (B) to a state, federal, or local government agency, board, or commission before proceeding with the acquisition and obtains a license, a permit, a certificate

STAMP_ITEMNUMB

of public convenience of necessity, or other similar approval from such agency, board, or commission; and

WHEREAS, the factors enumerated in subdivision (B) of EDPL §204 are: (1) the public use, benefit or purpose to be served by the proposed public Project; (2) the approximate location for the proposed public Project and the reasons for the selection of that location; (3) the general effect of the proposed Project on the environment and residents of the locality; and (4) such other factors as it considers relevant; and

WHEREAS, the proposed Project is a Locally Administered Federal Aid Transportation Project administered by the County of Chemung; and

WHEREAS, the proposed Project is being progressed by the County, with oversight by the New York State Department of Transportation (“NYSDOT”) Region 6, in accordance with the requirements of the NYSDOT “Procedures for Locally Administered Federal Aid Projects” manual (“LPM”), the NYSDOT “Project Development Manual” (“PDM”) and other applicable NYSDOT regulations and policies; and

WHEREAS, in order to progress to the Project through scoping, design and acquisition phases, as established by NYSDOT, it was necessary for the County to obtain NYSDOT and Federal Highway Administration (“FHWA”) approval that the County has satisfied the requirements of FHWA and NYSDOT, as set forth in the LPM, PDM and other applicable statutes, regulations and policies; and

WHEREAS, in order to obtain FHWA and NYSDOT approval of the Project, it was necessary for the County to submit to NYSDOT a document known as a Initial Project Proposal/Final Design Report (“Final Design Report”) addressing, among other things, the location and details of the Project, as well as information and documentation demonstrating compliance with the provisions of the National Environmental Policy Act of 1969 (“NEPA”) and the New York State Environmental Quality Review Act (“SEQR”); and

WHEREAS, the County, in conjunction with its consultant, completed the Final Design Report for the Project in May, 2020, and submitted same to NYSDOT for its review and approval; and

WHEREAS, in the course of designing the Project, the County considered two (2) alternatives, both of which are discussed in the Final Design Report; and

WHEREAS, the preferred alternative, as described in the Final Design Report, was approved by the County on June 1, 2020; and

WHEREAS, the NYSDOT completed its review of the Final Design Report and has provided project approval to the County and issued design approval and an Authorization to Proceed With ROW Acquisitions; and

WHEREAS, in accordance with the provisions of 23 C.F.R. 771.118(c), and as required by the PDM, the County was required to undertake and complete an environmental review under NEPA; and

WHEREAS, in satisfaction of its duties to conduct an environmental review under NEPA, the County prepared a Federal Environmental Approval Sheet; and

WHEREAS, the proposed public Project is being progressed as a NEPA Class II action (Categorical Exclusion) in accordance with 23 CFR 771.117, and the NYSDOT has concurred with this classification, all of which is set forth in the Final Design Report; and

WHEREAS, the County is designated as the lead agency for purposes of the New York State Environmental Quality Review Act (hereinafter "SEQR"); and

WHEREAS, the County classified the proposed Project as a Type II action per NYCRR Part 617.5(c)(22) (installation of traffic control devices on existing streets, roads and highways) and has completed the SEQR review process; and

WHEREAS, the County has considered the general effect of the proposed Project on the residents of the locality in which the proposed Project is to be undertaken and has included such analysis in the Final Design Report; and

WHEREAS, in the course of satisfying the requirements of the LPM and DPM, the County has considered and submitted to NYSDOT factors similar to those enumerated in EDPL §204(B), and NYSDOT has issued its approval of the Project; and

WHEREAS, the Project and the location, nature, duration and extent of the acquisition of the fee interest in and to a portion of the Horseheads Heights Parcel are de minimis in nature so that the public interest will not be prejudiced by the construction of the Project.

NOW THEREFORE, it is hereby

RESOLVED, that the County of Chemung has considered all relevant information pertaining to the proposed Project and has determined that the Project serves a legitimate public use, purpose and benefit, and that the project development process implemented by the County, as required by Federal and State statutes, regulations and policies, as well as the de minimis nature of the proposed acquisition of a fee interest in and to an approximately 364 square foot portion of Tax Map Parcel 69.10-4-07 in the Town of Horseheads, qualifies the County and the Project for exemptions from the hearing requirements of EDPL Article 2, pursuant to EDPL Section 206 (A) and (D); and it is further

RESOLVED, the County of Chemung hereby authorizes the Chemung County Executive or his designee to take such steps, perform such acts and execute such documents as are necessary for the County to acquire the previously identified fee interest in and to a portion of Tax Map Parcel 69.10-4-07 in the Town of Horseheads, and all other real property interests that may be necessary to be acquired in order to accomplish for the Project, including, but not limited to, acquisition in accordance with any other provision of law, regulation or contract.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution and Notice of Type II Determination Pursuant to 6NYCRR Part 617 relative to various Chemung County Sewer District Capital Projects

Resolution #: 22-208

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing the Chemung County Sewer District to undertake various sewer projects as follows:

Chemung County Elmira Sewer District

ESD Collection System Rehabilitation & Equipment \$521,000 Type II Action

ESD Milton St. Facility Rehabilitation \$179,000 Type II Action

Chemung County Sewer District #1:

SD1 Collection System Rehabilitation & Equipment \$417,000 Type II Action

Lake St. WWTP Rehabilitation Projects \$49,400 Type II Action

This resolution is to name the Chemung County Legislature as involved agency and that this resolution and appropriate notice be deemed a determination of non-significance in accordance with provisions of SEQRA and 6NYCRR Part 617.

This action is necessary and required for the Sewer Districts Bond Resolution process under the approved 2022 Capital Project program.

ATTACHMENTS:

File Name	Description	Type	Upload Date
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No Attachments Available

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming the establishing of a new Scale of Charges for the Chemung County Elmira Sewer District

Resolution #: 22-209

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution prescribing manner of holding public hearings and taking appeals by the Administrative Boards of the two Chemung County Sewer Districts in the matter of adopting the Scales of Charges for 2022 was adopted on 03/07/22 (Res. 22-145) by the Chemung County Legislature. For an average household that uses 60,000 gallons of water, the following is the annual cost increase based on the proposed rate:

Chemung County Elmira Sewer District - \$44/year (~\$3.70/month)

A Public Hearing was held 03/10/22 by the Administrative Board; Scale of Charges effective retroactive to 01/01/22.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022_SCALE_OF_CHARGES_-_ESD.doc	2022 Scale of Charges - ESD	Cover Memo	3/7/2022

STAMP_ITEMNUMB

SCALE OF CHARGES

ELMIRA SEWER DISTRICT (ESD)

Basis for Scale of Charges
County Law Article 5A-Sec. 266
Effective January 1, 2022

User Charges

Customers in ESD receive water from the Elmira Water Board or on private wells. Except for those on private wells, all consumption is metered.

Basic User Charge = \$2.64 per unit (one unit is 100 cubic feet or 748 gallons).

Bi-monthly water customers who are metered will be billed annually based on water consumption for the nearest available 12 previous months usage.

Monthly water customers will be billed quarterly based on current water consumption.

A minimum annual charge for metered water customers billed by the Elmira Water Board shall be based upon sixteen (16) units of water per year for a cost of \$42.24.

An annual charge for residential dwellings using un-metered water (private wells) shall be based upon an estimated 80.2 units of water at \$2.64 per unit for a cost of \$211.73.

Out of District Users

Out of District customers shall be charged at a rate including sewer user charges and Ad valorem charges as established by the Administrative Board which shall not be less than an in District customer for the same use charges and Ad valorem charges.

Terms, Conditions, and Manner of Payments

Payments may be made without penalty within forty-five (45) days after the billing date.

Penalties for Non-Payment

Bills paid more than forty-five (45) days after the billing date will be subject to a penalty of ten percent (10%).

Appeals

Appeals for review of charges shall be submitted in writing to the Executive Director within thirty (30) days of billing date.

Unpaid User Charges - Lien on Real Property

Unpaid charges shall be a lien upon the real property for which services were provided as of and from the first day fixed for payment of such charges. Said unpaid charges shall be transferred to the County Treasurer on or before the 1st day of December in each year in which property owners are in arrears in payment of said charges for a period of thirty (30) days or more after the last day fixed for payment of such charges without penalty, and collected as provided in Section 266 of County Law.

Discovery of Non-permitted Connection or Non-Connected User Charges

In the event that a sewer connection is discovered without being permitted or it is determined that a permitted sewer connection was not completed, the District shall issue a bill or reimbursement for the previous three (3) years prior to the discovery, and the charges shall be based on the Method of Computation of User Charges.

Residential Septage

Residential septage accepted at the Elmira Wastewater Treatment Facility will be charged a fee of .06 per gallon, subject to the Sewer Use Law of the County and the Rules and Regulations of this District, and resolution by the Administrative Board as may be required for operation. Sludge, fats, oils, and grease accepted will be charged a fee of .10 per gallon.

New User Sewer Connection Permit Fees

The charges for regulating, permitting, and connecting to a public sanitary sewer within the District are based on average costs incurred by the District for such new connections. The proposed fee schedule for each new connection is as follows:

\$200 per connection - 1 - 2 residential dwelling units

\$350 per connection - 3 - 6 residential dwelling units

\$500 per connection - more than 6 residential dwelling units, non-residential



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming the establishing of a new Scale of Charges for Chemung County Sewer District No. 1

Resolution #: 22-210

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution prescribing manner of holding public hearings and taking appeals by the Administrative Boards of the two Chemung County Sewer Districts in the matter of adopting the Scales of Charges for 2022 was adopted on 03/07/22 (Res. 22-145) by the Chemung County Legislature.

For an average household that uses 60,000 gallons of water, the following is the annual cost increase based on the proposed rate:

Chemung County Sewer District #1 - \$1.29/year (~\$0.11/month)

A Public Hearing was held 03/10/22 by the Administrative Board, Scale of Charges effective retroactive to 01/01/22.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022_SCALE_OF_CHARGES_-_SD1.doc	2022 Scale of Charges - SD1	Cover Memo	3/7/2022

STAMP_ITEMNUMB

SCALE OF CHARGES

SEWER DISTRICT NO. 1 (SD#1)

Basis for Scale of Charges
County Law Article 5A-Sec. 266
Effective January 1, 2022

User Charges

Customers in SD#1 receive water from one of four sources; Elmira Water Board, Village of Horseheads, Town of Big Flats, or private wells. Except for those on private wells, all consumption is metered.

Basic User Charge = \$169.70 per unit (one unit is 60,000 gallons).

Billing will be based on units of water used, with a "unit" being defined as 60,000 gallons of water. Where water is metered and such figures are available, the charge above the minimum will be based on actual consumption. Where water is not metered, or such figures are not available, cannot be obtained, or are inadequate, a classification system will be used. Each Single-family dwelling entity will be assigned one (1) unit. Commercial and public buildings will be assigned a number of units based on estimated water used, to be determined by DEC Guidelines as per their publication "Standards for Wastewater Treatment" and other information as shall be available.

Customers will be considered small users if they use less than 2.5 units per month or thirty (30) units per year. Such customers will be billed annually. If they are metered, bills will be based on consumption for the nearest available 12 previous months usage. If they are un-metered, bills will be based on their assigned number of units.

Customers deemed large users (more than 2.5 units per month or 30 units per year) will be billed quarterly. If they are metered, bills will be based on the current reading.

Units will be determined to the nearest tenth (.1) for all users. There will be a minimum charge for all customers of two-tenths (.2) units per year or a cost of \$33.94.

An annual charge for residential dwellings using un-metered water (private wells) shall be based upon an estimated 1.0 units of water at \$169.70 per unit for a cost of \$169.70.

Out of District Users

Out of District customers shall be charged at a rate including sewer user charges and Ad valorem charges as established by the Administrative Board which shall not be less than an in District customer for the same use charges and Ad valorem charges.

Terms, Conditions, and Manner of Payments

Payments may be made without penalty within forty-five (45) days after the billing date.

Penalties for Non-Payment

Bills paid more than forty-five (45) days after the billing date will be subject to a penalty of ten percent (10%).

Appeals

Appeals for review of charges shall be submitted in writing to the Executive Director within thirty (30) days of billing date.

Unpaid User Charges - Lien on Real Property

Unpaid charges shall be a lien upon the real property for which services were provided as of and from the first day fixed for payment of such charges. Said unpaid charges shall be transferred to the County Treasurer on or before the 1st day of December in each year in which property owners are in arrears in payment of said charges for a period of thirty (30) days or more after the last day fixed for payment of such charges without penalty, and collected as provided in Section 266 of County Law.

Discovery of Non-permitted Connection or Non-Connected User Charges

In the event that a sewer connection is discovered without being permitted or it is determined that a permitted sewer connection was not completed, the District shall issue a bill or reimbursement for the previous three (3) years prior to the discovery, and the charges shall be based on the Method of Computation of User Charges.

Residential Septage

Residential septage accepted at the Elmira Wastewater Treatment Facility will be charged a fee of .06 per gallon, subject to the Sewer Use Law of the County and the Rules and Regulations of this District, and resolution by the Administrative Board as may be required for operation. Sludge, fats, oils, and grease accepted will be charged a fee of .10 per gallon.

New User Sewer Connection Permit Fees

The charges for regulating, permitting, and connecting to a public sanitary sewer within the District are based on average costs incurred by the District for such new connections. The proposed fee schedule for each new connection is as follows:

\$200 per connection - 1 - 2 residential dwelling units

\$350 per connection - 3 - 6 residential dwelling units

\$500 per connection - more than 6 residential dwelling units, non-residential



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing and directing the County Executive to implement the Orange Zone Stimulus Program as proposed in the County Executive's America Rescue Plan Proposal and as approved in the 2022 Chemung County operating budget

Resolution #: 22-211
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Orange Zone Stimulus: Restaurants, personal care services, gyms and fitness centers.

The aforementioned businesses that were located within the orange zone will be eligible to apply for one-time grants of up to \$5,000. All businesses will have to have filed safety plans with New York State in order to be eligible for the funding. Total ARPA funds budgeted and to be appropriated through this Resolution: \$450,000

ATTACHMENTS:

File Name	Description	Type	Upload Date
Resolution_-_Orange_Zone_Stimulus.pdf	Resolution	Cover Memo	3/30/2022

STAMP_ITEMNUMB

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING AND DIRECTING THE COUNTY EXECUTIVE TO
IMPLEMENT THE ORANGE ZONE STIMULUS PROGRAM AS PROPOSED IN THE
COUNTY EXECUTIVE'S AMERICA RESCUE PLAN PROPOSAL AND AS
APPROVED IN THE 2022 CHEMUNG COUNTY OPERATING BUDGET

By: Manchester

Seconded by:

WHEREAS, the establishment of an Orange Zone Stimulus grant program in the amount of \$450,000 was recommended by the County Executive in his America Rescue Plan Proposal and was approved by this Legislature as part of the 2022 Chemung County Operating Budget in order to offer the opportunity for restaurants, personal care services, gyms and fitness centers in Chemung County that filed safety plans with New York State to apply for one-time grants of up to \$5,000; and

WHEREAS, it is necessary to formalize the application and award process for the Chemung County Orange Zone Stimulus grant fund; now, therefore, be it

RESOLVED, that the Chemung County Legislature hereby authorizes the creation of the Orange Zone Stimulus Grant Fund Program in the amount of \$450,000 to respond to the COVID-19 pandemic and its economic impacts by assisting local businesses located within the dedicated Orange Zone with one time grants of up to \$5,000; and, be it further

RESOLVED, that the Chemung County Legislature hereby authorizes and directs the County Executive to implement the Orange Zone Stimulus Program as proposed in his America Rescue Plan Proposal and as approved in the 2022 Chemung County Operating Budget; and, be it further

RESOLVED, that the County Executive will refer any completed and qualified funding requests to the Legislature (through the Budget Committee) for consideration and approval; and, be it further

RESOLVED, that this Resolution shall take effect immediately.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing and directing the County Executive to implement the Agricultural Subsidy Program as proposed in the County Executive's America Rescue Plan Proposal and as approved in the 2022 Chemung County operating budget

Resolution #: 22-212

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Agricultural Subsidy: Up to \$5,000 grants for Chemung County Farms adversely effected by the Public Health Emergency (Definition of farm based on NYS Farm Bureau Association). Total ARPA funds budgeted and to be appropriated through this Resolution: \$250,000

ATTACHMENTS:

File Name	Description	Type	Upload Date
Resolution_-_Agricultural_Subsidy_Program.pdf	Resolution	Cover Memo	3/30/2022

STAMP_ITEMNUMB

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING AND DIRECTING THE COUNTY EXECUTIVE TO
IMPLEMENT THE AGRICULTURAL SUBSIDY PROGRAM AS PROPOSED IN THE
COUNTY EXECUTIVE'S AMERICA RESCUE PLAN PROPOSAL AND AS
APPROVED IN THE 2022 CHEMUNG COUNTY OPERATING BUDGET

By: Manchester

Seconded by:

WHEREAS, the establishment of an Agricultural Subsidy grant program in the amount of \$250,000 was recommended by the County Executive in his America Rescue Plan Proposal and was approved by this Legislature as part of the 2022 Chemung County Operating Budget in order to offer the opportunity for Chemung County farms (as defined by NYS Farm Bureau Association) to apply for one-time grants of up to \$5,000; and

WHEREAS, it is necessary to formalize the application and award process for the Chemung County Agricultural Subsidy grant fund; now, therefore, be it

RESOLVED, that the Chemung County Legislature hereby authorizes the creation of the Agricultural Subsidy Grant Fund Program in the amount of \$250,000 to respond to the COVID-19 pandemic and its economic impacts by assisting farms, as defined by the NYS Farm Bureau, located within Chemung County with one time grants of up to \$5,000; and, be it further

RESOLVED, that the Chemung County Legislature hereby authorizes and directs the County Executive to implement the Agricultural Subsidy Program as proposed in his America Rescue Plan Proposal and as approved in the 2022 Chemung County Operating Budget; and, be it further

RESOLVED, that the County Executive will refer any completed and qualified funding requests to the Legislature (through the Budget Committee) for consideration and approval; and, be it further

RESOLVED, that this Resolution shall take effect immediately.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution directing the County Executive to file an Operations Assessment Report for the Chemung County Nursing Facility

Resolution #: 22-213

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

See attached Resolution

ATTACHMENTS:

File Name	Description	Type	Upload Date
Resolution_directing_Co_Exec_to_file_CCNF_assessment_plan.pdf	Resolution	Cover Memo	3/29/2022

STAMP_ITEMNUMB

RESOLUTION NO. 22-

RESOLUTION DIRECTING THE COUNTY EXECUTIVE TO FILE AN OPERATIONS
ASSESSMENT REPORT FOR THE CHEMUNG COUNTY NURSING FACILITY

By: Manchester

Seconded by:

WHEREAS, the Chemung County residents deserve a complete assessment of the present and future revenue and costs of the Chemung County Nursing Facility operations; and

WHEREAS, it is essential that all legislators understand the revenue and cost status and projections of the Nursing Facility, including the requirements and cost of compliance with New York State mandates for Nursing Facilities and staffing; and

WHEREAS, it is essential that the County Executive develops a transparent plan to guide the legislature's analysis and decisions concerning the fiscal viability of operations or potential for public-private partnership or sale; and

WHEREAS, the County Executive and the Legislature will be judged by the residents of Chemung County in executing sound fiscal judgement; now, therefore, be it

RESOLVED, that the County Executive shall provide the Legislature a report, no later than June 1, 2022 with an assessment of present and future operation and a recommended course of action on the Chemung County Nursing Facility, to allow for sound fiscal planning in the 2023 Chemung County Budget and for follow-on budgets. The report shall include all present and future projected revenues and costs including those required to meet federal and state mandates and a plan and recommendation concerning the Nursing Facility's fiscal viability and plans for future operations.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution adopting Introductory Local Law No. 2 for the Year 2022 in relation to the amendment of Local Law No. 4 of the Year 1973 entitled "A Local Law to provide for the establishment of a County Charter for the County of Chemung, State of New York" relating to the provisions of Article 4 of the Municipal Home Rule Law of the State of New York (filed with the Department of State of the State of New York as Local Law No. 3 of the Year 1973), amending Article IV, Section 401; Article XX, Section 2001; Article XXI, Section 2101; Article XXII, Section 2301, Article XXVII, Section 2704 (adding Section 2706)

Resolution #: 22-214

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

File Name	Description	Type	Upload Date
Maggs_MEMORANDUM_re_Local_Law_No._2_for_2022.pdf	Memorandum	Cover Memo	3/24/2022
1974_NY_Opinion_of_the_Atty_General__No._162.pdf	Opinion of the NY Atty. General	Cover Memo	3/24/2022
1981_Opinion_of_the_NY_Atty_General_272.pdf	Opinion of the NY Atty. General	Cover Memo	3/24/2022
Local_Law_-_No._2_of_2022_-_Charter_Amendments.pdf	Resolution	Cover Memo	3/24/2022

STAMP_ITEMNUMB

MEMORANDUM

TO: David Manchester, Chairman
FROM: Bryan Maggs, Legislative Attorney
DATE: March 24, 2022
RE: Proposed Local Law (Charter Amendments)

I am offering this legal memorandum at your request, to accompany the proposed local law recommending Charter Amendments necessary to bring the Chemung County Charter into compliance with State Law.

Presently the Charter has five items that conflict with State Law:

1. The elected term of the Treasurer is three years (Charter § 401), while State Law mandates it to be four years (County Law § 400).
2. The elected term of the Clerk is three years (Charter § 2001), while State Law mandates it to be four years (County Law § 400)
3. The elected term of the District Attorney is three years (Charter § 2101), while State Law mandates it to be four years (County Law § 400).
4. The elected term of the Sheriff is three years (Charter § 2301), while State Law mandates it to be four years (County Law § 400).
5. The Charter gives IDA member appointment authority to the County Executive (Charter § 2704), while State Law mandates it to be “the governing body of the County of Chemung” (General Municipal Law § 896).

Both the NYS Constitution (Art. IX, § 2) and Municipal Home Rule (§ 34) are clear that no County Charter provision may be inconsistent with a general or special law adopted by New York State.

County Law § 400 is a general State Law that applies to all counties, and requires elected Sheriffs, Treasurers, District Attorneys and County Clerks to have 4-year terms. Ironically, when the Chemung County Charter was adopted, it called for the Treasurer to have a 4-year term, but at that time NYS law mandated a 3-year term. The NYS Attorney General issued an opinion (1974 Op Atty Gen 162) which said that the conflicting provision of the charter must yield to state law, and the Charter was updated by Local Law #3 of 1974, to change the Treasurer’s term to 3 years. County Law § 400 changed to make the terms 4 years, making the Charter out of compliance.

STAMP_ITEMNUMB

March 24, 2022

Page 2

General Municipal Law § 856 is a general State Law that directs the formation and organization of IDAs. IDAs are established by “special act of the [NYS] legislature” (856[1][a]), and are “public benefit corporations” which “except as otherwise provided by special act of the [NYS] legislature * * * shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority” (856[2]).

The special legislation creating the Chemung County IDA did not make an exception from GML § 856, and expressly requires that the “members shall be appointed by the governing body of the county of Chemung” (GML § 896).

Erie County’s IDA is an example of a county that has a different method of appointment of the IDA members, calling for its members to be the County Executive, various town supervisors, the chairmen of the chamber of commerce and labor-management counsel, president of AFL-CIO, president of NAACP (and several other individuals), plus five members of the community “appointed jointly by the county executive of Erie county and the chairman of the legislature of Erie county” (GML § 891-a).

An opinion of the Attorney General has addressed directly the issue facing the unauthorized Chemung County Charter provision: “neither a charter county nor any other municipality has the power to alter or restrict the statutory designation of the municipality’s “governing body” as the body that appoints members of an IDA. A municipality may seek special legislation to provide a different method of appointing members” (1981 Op Atty Gen 272).

An IDA is a “State-created instrumentality. The [IDA] is not part of the county government; the IDA’s powers are derived directly from the State, not from or through the county. This power status is specifically recognized by section 34 of the Municipal Home Rule Law, which limits a county’s home-rule charter power by prohibiting a provision superseding any general or special law “[i]nsofar as it relates to a public benefit corporation. A change in the power of appointment of members of an IDA would supersede both a general and a special law” (1981 Op Atty Gen 272).

Each of the above changes are required under NYS Law to bring our Charter into compliance with NYS Law.

If you have any further questions, please feel free to contact me at your convenience.

STAMP_ITEMNUMB

1974 N.Y. Op. Atty. Gen. No. 162 (N.Y.A.G.), 1974 WL 324320

Office of the Attorney General

State of New York
Informal Opinion
June 17, 1974

NEW YORK STATE CONSTITUTION, Article IX, §§ 1(h)(1), 2(c) (1) and 3(d)(1); MUNICIPAL HOME RULE LAW, §§ 2(5), 10(1) (a)(1) and 33(1) and 3(b); COUNTY LAW, § 400(1).

*1 A provision of the County of Chemung Charter approved by the voters at the general election of 1973 and effective on January 1, 1974, whereby the office of County Treasurer was designated as a four-year term, must yield to the provisions of County Law, § 400(1), which provides that such term of office shall continue to be three years.

Hon. Louis J. Mustico
Chemung County Attorney

This is in response to your letter of June 7, 1974, wherein you state that, under the County of Chemung Charter, which was approved by the voters in the general election of 1973 and became effective as of January 1, 1974, the office of County Treasurer is designated as a four year term. Since the Charter provision is inconsistent with the County Law, which provides for a three-year term for such office, you ask for my opinion whether the Charter provision or the provision of County Law governs the term of said office.

County Law, § 400(1), provides, in part:

"There shall be elected a sheriff, county clerk, district attorney and county treasurer. * * * *The term of office of each such officer shall continue to be three years from and including the first day of January next succeeding his election.* * * *" (Emphasis supplied.)

New York State Constitution, Article IX, § 1(h) (1), provides that counties, other than those wholly included within a city shall be empowered by law to adopt, amend or repeal alternate forms of county government.

Municipal Home Rule Law, Article 4, Part 1, contains the "County Charter Law" and, in section 33 thereof, provides, in part: "1. *Subject to restrictions in the constitution, in this article or in any other applicable law*, the board of supervisors of any county as defined in section thirty-two of this article and including but not limited to a county which has heretofore adopted a charter enacted by the legislature shall have power to prepare, adopt, amend or repeal a county charter. (Emphasis supplied.)

* * *

"3. Such a county charter shall provide for:

* * *

"b. The agencies or officers responsible for the performance of the functions, powers and duties of the county and of any agencies or officers thereof and the manner of election or appointment, *terms of office*, if any, and removal of such officers." (Emphasis supplied.)

STAMP_ITEMNUMB

New York State Constitution, Article IX, § 2(c)(1), empowers a local government to adopt and amend local laws in relation to: "The powers, duties, qualifications, number, mode of selection and removal, *terms of office*, compensation, hours of work, protection, welfare and safety of its officers and employees, except that cities and towns shall not have such power with respect to members of the legislative body of the county officers." (Emphasis supplied.)

*2 Municipal Home Rule Law, § 10(1) (a) (1), implements the constitutional provision.

However, in both New York State Constitution and the Municipal Home Rule Law, such power is prefaced by wording to the effect that *such local law shall not be inconsistent with the provisions of the Constitution or inconsistent with any general law*.

County Law, § 400(1), as it relates to terms of office of county treasurer is a general law, since, in terms and in effect, it applies to all counties other than those wholly included within a city (New York State Constitution, Article IX, § 3[d][1]; Municipal Home Rule Law, § 2[5]).

From all of the foregoing, I conclude that a provision of the County of Chemung Charter approved by the voters at the general election of 1973 and effective on January 1, 1974, whereby the office of County Treasurer was designated as a four-year term, must yield to the provisions of County Law, § 400(1), which provides that such term of office shall continue to be three years.

Louis J. Lefkowitz

1974 N.Y. Op. Atty. Gen. No. 162 (N.Y.A.G.), 1974 WL 324320

End of Document

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1981 N.Y. Op. Atty. Gen. (Inf.) 272 (N.Y.A.G.), 1981 WL 145770

Office of the Attorney General

State of New York

Informal Opinion No. 81-117

October 19, 1981

GENERAL MUNICIPAL LAW, ART 18-A, §§ 854(5), 856(1)(a) and (2), 891-a, 912 (second entry), 917; MUNICIPAL HOME RULE LAW, §§ 33, 34(3)(f); L 1972, CH 390; L 1978, CH 143.

*1 Neither a charter county nor any other municipality has the power to alter or restrict the statutory designation of the municipality's 'governing body' as the body that appoints members of an industrial development agency. A municipality may seek special legislation to provide a different method of appointing members.

Henry J. Holley, Esq.
Orange County Industrial Development Agency
76 E. Main Street
Port Jervis, New York 12771

Dear Mr. Holley:

You have asked whether Orange County by charter amendment may transfer from the county legislative body to the county executive the power to appoint members of the Orange County Industrial Development Agency established by chapter 390 of the Laws 1972 (General Municipal Law, § 912 [second entry]). You have supplied us with a copy of the charter amendment, which has been passed and takes effect on January 1, 1982.

An industrial development agency ('IDA') is 'a corporate governmental agency, constituting a public benefit corporation' (*id.*, § 856[2]). An IDA is established by a special act of the Legislature for the benefit of a municipality (*ibid.*, subd [1][a]). Thus, an IDA is a creature of the State and has only the powers granted to it by the general law authorizing IDAs (*id.*, Art 18-A), and, for any particular IDA, the special act establishing it (see our informal opinion of April 29, 1980, copy enclosed). The special act establishing the Orange County IDA states: 'Its members shall be appointed by the governing body of the county of Orange' (*id.*, § 912 [second entry]). Moreover, the general law authorizing IDAs states:


'Except as otherwise provided by special act of the legislature, an agency shall consist of not less than three nor more than seven members who shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority.' (*Id.*, § 856[2].)

In light of 'Except as otherwise provided by special act', it is clear that the Legislature anticipated that some municipalities might wish appointments of members to be made by someone other than the 'governing body', which is the 'board or body in which the general legislative powers of the municipality are vested' (*id.*, § 854[5]).^{a1} Orange County can request amendment of the special act to provide that its county executive appoints the members.

You mention that the case of *Heimbach v. Mills*, 67 AD2d 731 (2d Dept, 1979), is relied upon to justify the county's charter power to 'amend' Article 18-A. We recognize that a county in fashioning its form of government may supersede general laws (Municipal Home Rule Law, § 33). Here, however, the issue concerns a State-created instrumentality. The Orange County IDA is not a part of the county government; the IDA's powers are derived directly from the State, not from or through the county. The county's relationship to the Orange County IDA is determined not by home rule but by the Legislature. This power status is specifically recognized by section 34 of the General Municipal Law, which limits a county's home-rule charter power by prohibiting a provision superseding any general or special law '[i]nsofar as it relates to a public benefit corporation' (subd [3][f]). A change in the power of appointment of members of an IDA would supersede both a general and a special law.

*2 We note that the charter amendment also increases the membership of the Orange County IDA from five to seven as authorized by section 856 of the General Municipal Law as amended in 1978 by chapter 143. We think that a resolution adding two members to the agency followed by filing a certificate of appointment with the Secretary of State is all that is required. (See our informal opinion No. 81-43, copy enclosed.)

We note also that the charter amendment specifies that two of the seven members are to be appointed from the county at large and the other five from 'areas' consisting of combinations of districts from which county legislators are chosen. For the reasons given earlier, we doubt that a county's charter power permits it to restrict the power granted by the Legislature to the 'governing body' to make appointments. (Compare sections 891-a and 917, the only special acts that specify who are to be members.) The county legislative body by resolution can make appointments under such a policy and presumably could declare the policy in the resolution, a policy that would remain in effect until changed by resolution. To go beyond that by using a charter or local law might be considered an assertion of home-rule power over a subject that the Legislature has withheld.

 We conclude that neither a charter county nor any other municipality has the power to alter or restrict the statutory designation of the municipality's 'governing body' as the body that appoints members of an industrial development agency. A municipality may seek special legislation to provide a different method of appointing members.

The Attorney General renders formal opinions only to officers and departments of the State government. This performe is an informal and unofficial expression of views of this office.

Very truly yours,

Robert Abrams
Attorney General

By:

George D. Braden
Assistant Attorney General In Charge of Opinions

Footnotes

- a) We note that there are over 150 IDAs created by special act. Only ten of the special acts provide for appointing members other than by the governing body.

1981 N.Y. Op. Atty. Gen. (Inf.) 272 (N.Y.A.G.), 1981 WL 145770

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RESOLUTION NO. 22-

RESOLUTION ADOPTING INTRODUCTORY LOCAL LAW NO. 2 FOR THE YEAR 2022 IN RELATION TO THE AMENDMENT OF LOCAL LAW NO. 4 OF THE YEAR 1973 ENTITLED “A LOCAL LAW TO PROVIDE FOR THE ESTABLISHMENT OF A COUNTY CHARTER FOR THE COUNTY OF CHEMUNG, STATE OF NEW YORK” RELATING TO THE PROVISIONS OF ARTICLE 4 OF THE MUNICIPAL HOME RULE LAW OF THE STATE OF NEW YORK (FILED WITH THE DEPARTMENT OF STATE OF THE STATE OF NEW YORK AS LOCAL LAW NO. 3 OF THE YEAR 1973), amending Article IV, Section 401; Article XX, Section 2001; Article XXI, Section 2101, Article XXIII, Section 2301, Article XXVII, Section 2704 (adding Section 2706)

By:

Seconded by:

WHEREAS, Introductory Local Law No. 2 for the Year 2022 has been introduced and filed with the County Legislature seven (7) calendar days prior to consideration, exclusive of Sunday, upon the desks of the members of the Chemung County Legislature as required by Section 20 of the Municipal Home Rule Law; and the Clerk of the County Legislature has made her affidavit of service of filing the same; and

WHEREAS, Municipal Home Rule Law, Section 20 requires the Chief Executive Officer of the County to hold a Public Hearing thereon within the time limits as stated therein; and

WHEREAS, the Chemung County Charter, Article II, provides for adoption of Local Laws by the Chemung County Legislature; now, therefore, be it

RESOLVED, that the following Introductory Local Law No. 2 for the Year 2022, be and the same is hereby enacted and promulgated by the Chemung County Legislature as follows:

COUNTY OF CHEMUNG INTRODUCTORY
LOCAL LAW NO. 2 FOR THE YEAR 2022

A Local Law in relation to the amendment of Local Law No. 4 of the Year 1973 entitled “A Local Law to provide for the establishment of a County Charter for the County of Chemung, State of New York” relating to the provisions of Article 4 of the Municipal Home Rule Law of the State of New York (filed with the Department of State of the State of New York as Local Law No. 3 of the Year 1973) (Terms of County Treasurer and Sheriff, amend Section 2704, add Section 2706).

BE IT ENACTED by the Chemung County Legislature of the County of Chemung, State of New York, as follows:

STAMP_ITEMNUMB

Section 1. Article I of the Chemung County Charter enacted by Local Law No. 4 of the year 1973 and filed with the Department of State of the State of New York as Local Law No. 3 of the year 1973 be and hereby is amended as follows:

ARTICLE IV
DEPARTMENT OF FINANCE

Section 401. Department of Finance; County Treasurer; Elections; Qualifications.

Section 402. Powers and Duties.

Section 403. Deputies.

Section 401. Department of Finance; County Treasurer; Elections; Qualifications.

There shall be a Department of Finance, headed by a County Treasurer who shall be elected from the County at large. His term of office shall be for ~~four (4) three (3)~~ years beginning with the first day of January immediately succeeding his election except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974, at which time the County Treasurer shall be elected for a ~~four (4) three (3)~~ year term to commence on ~~January 1, 1975~~ January 1, 2023, and every County Treasurer thereafter shall have a term of ~~four (4) three (3)~~ years.

ARTICLE XX
DEPARTMENT OF RECORDS

Section 2001. Department of Records; County Clerk; Election; Qualifications.

Section 2002. Powers and Duties.

Section 2003. Deputy County Clerks.

Section 2001. Department of Records; County Clerk; Election; Qualifications.

There shall be a Department of Records headed by a County Clerk, who shall be elected from the County at large. His term of office shall be for ~~four (4) three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974, at which time the County Clerk shall be elected for a ~~four (4) three (3)~~ year term to commence on ~~January 1, 1975~~ January 1, 2023, and every County Clerk thereafter shall have a term of ~~four (4) three (3)~~ years.

ARTICLE XXI
DISTRICT ATTORNEY

Section 2101. District Attorney; Election; Term; Qualifications.

Section 2102. Powers and Duties.

Section 2103. Assistant District Attorneys.

Section 2101. District Attorney; Election; Term; Qualifications. There shall be a District Attorney who shall be elected from the County at large. His term of office shall

be for four (4) ~~three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1976 at which time the District Attorney shall be elected for a four (4) ~~three (3)~~ year term to commence on January 1, 2024 ~~January 1, 1977~~, and every District Attorney thereafter shall have a term of four (4) ~~three (3)~~ years.

ARTICLE XXIII SHERIFF

Section 2301. Sheriff; Election; Term; Qualifications.

Section 2302. Powers and Duties.

Section 2303. Deputies.

Section 2301. Sheriff; Election; Term; Qualifications. There shall be a Sheriff who shall be elected from the County at large. His term of office shall be for four (4) ~~three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974 at which time the Sheriff shall be elected for a four (4) ~~three (3)~~ year term to commence on January 1, 2024 ~~January 1, 1975~~, and every Sheriff thereafter shall have a term of four (4) ~~three (3)~~ years.

ARTICLE XXVII OTHER COUNTY BOARDS, OFFICES, INSTITUTIONS AND FUNCTIONS

Section 2704. Additional Appointments by County Executive. The following offices, boards and administrative units are hereby continued, and its head and members as presently authorized shall continue in offices for the terms established thereof, and upon expiration of the term of said head or member, shall be appointed by the County Executive subject to confirmation by the County Legislature for terms presently authorized ~~by~~ by to wit: Civil Service Commission (Civil Service Law Sec. 15-a); Drug Abuse Council (Gen. Mun. Law Art. 12-E Sec. 239-u); Economic Opportunity; Fire Advisory Board (pursuant to Sec. 225-A County Law); Fish and Wildlife Management Board(pursuant to Sec. 198, Fish and Game Law); Forest Practice Board(Conservation Law Art. 3-1105); Historical Association; Human Relations Commission; ~~Industrial Development Agency (N.Y.S. I. D. A. Art. Sec. 856)~~; Jury Board (Judicial Law Art. 18); Medical Advisory Committee; Mental Health Board (Mental Hygiene Sec. 190-B); Soil Conservation Board; Southern Tier Central Regional Planning and Development Board (Art. 12-C Gen. Mun. Law); Finger Lakes Commission; Newtown-Hoffman Creeks Watershed; Harris Hill Soaring; Southern Tier Crime Control Planning Committee; Civil Defense Director; Veterans' Service Director; representatives on the County Extension Service; Dog Warden; Alcoholic Beverage Control Board; County Agriculture Society; County Conservation Commission; County Historian; Reforestry.

By adding the following Section to Article XXVII OTHER COUNTY BOARDS, OFFICES, INSTITUTIONS AND FUNCTIONS

Section 2706

The following offices, boards and administrative units are hereby continued, and its head members as presently authorized shall continue in office for the terms established thereof, and upon expiration of the term of said head or member shall be appointed by the Chemung County Legislature for terms presently authorized by to wit: Industrial Development Agency (N.Y.S.I.D.A. Art. Sec. 856)

Section 2. This Local Law is subject to referendum on petition as provided by law.

Section 3. This Local Law shall take effect immediately upon appropriate filing with the Department of State pursuant to the provision of the Municipal Home Rule Law.

and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized to transmit the same to the County Executive for a public hearing and said County Executive shall hold said public hearing within twenty (20) days after the presentation of said Local Law Introductory No. 2 for the Year 2022 to him.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Presentation on proposed Local Law regarding residency of certain public officers in Chemung County

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

File Name

Description

Type

Upload
Date

No Attachments Available

STAMP_ITEMNUMB