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 08-01 through 08-06
5. PUBLIC COMMENTS
6. ACCEPTANCE OF WRITTEN COMMITTEE REPORTS
7. PRESENTATION OF RESOLUTIONS, MOTIONS AND NOTICES
   PREFERRED AGENDA ITEMS

   22-393 Resolution confirming appointment to the Chemung County Board of Health (Drake)
   22-394 Resolution authorizing agreement with WETM-TV on behalf of the Elmira Corning Regional Airport (2023 American Pride Ride and Set the Sky to Music)
   22-395 Resolution authorizing agreement with Fire Alarm Service Technology on behalf of the Chemung County Department of Health (Vaccine Refrigeration Monitoring System updates)
   22-396 Resolution amending Resolution No. 21-269 (Tracey Road Equipment - Unit #49)
   22-397 Resolution authorizing temporary easement and right-of-way agreement with Horseheads Real Property, LLC on behalf of the Chemung County Department of Public Works (PIN 6754.12 - Connector Road)

   AGREEMENTS

   22-398 Resolution authorizing lease agreement with Corning Incorporated on behalf of the Elmira Corning Regional Airport
   22-399 Resolution extending agreement with Cummins on behalf of the Chemung County Department of Buildings and Grounds (RFB-2159 Generator
22-400 Resolution authorizing agreement with Frontier Communications on behalf of the Chemung County Fire and Emergency Management Office (annual maintenance - Vesta Next Gen 911 phone system)
22-401 Resolution authorizing acceptance of funding from the New York State Office of Mental Health on behalf of the Chemung County Department of Mental Hygiene (Veteran Dwyer Peer Support Program)
22-402 Resolution extending agreement with Mengel, Metzger, Barr & Company, LLP on behalf of the Chemung County Nursing Facility (Financial Services)
22-403 Resolution authorizing agreement with Children's Home of Wyoming Conference on behalf of the Chemung County Department of Social Services (non secure detention)
22-404 Resolution authorizing Memorandum of Understanding with the Chemung County Law Department on behalf of the Chemung County Department of Social Services
22-405 Resolution authorizing agreement with Highland Staffing, LLC on behalf of the Chemung County Nursing Facility
22-406 Resolution authorizing application for and acceptance of Bipartisan Infrastructure Law grant funding from the U.S. Department of Transportation, Federal Highway Administration on behalf of the Chemung County Planning Department and Chemung County Department of Public Works (2022 Bridge Investment Program - Benjamin Road over Newtown Creek)
22-407 Resolution authorizing application for and acceptance of Bipartisan Infrastructure Law grant funding from the U.S. Department of Transportation, Federal Highway Administration on behalf of the Chemung County Planning Department and Chemung County Department of Public Works (2022 Bridge Investment Program)(Kahler Road Bridge)
22-408 Resolution authorizing agreement with Microsoft Inc. on behalf of the Chemung County Information Technology Department (Premier Support)
22-409 Resolution authorizing agreement with Fisher Associates on behalf of the Chemung County Planning Department
22-410 Resolution authorizing agreement with Corning Abstract and Closing Services on behalf of the Chemung County Treasurer's Office
22-411 Resolution designating ADS Environmental Services as a sole source provider of combined sewer overflow meters and authorizing agreement with ADS Environmental Services on behalf of Chemung County Elmira Sewer District
22-412 Resolution authorizing agreement with EJ USA, Inc. on behalf of Chemung County Elmira Sewer District and Chemung County Sewer District No. 1 (self-leveling manhole cover and frame replacements for collection system)
22-413 Resolution extending Sales Tax Agreement between the County of Chemung and the City of Elmira (Eleventh Amendment)

TREASURER AND REAL PROPERTY

BONDING
ADVERTISING FOR/AWARDING BIDS

22-414 Resolution awarding bid to Bush Electronics on behalf of the Chemung County Sheriff (RFB-2397 - Vehicle Upfitting)
22-415 Resolution awarding bid to Binghamton Precast and Supply Corp. on behalf of the Chemung County Department of Public Works (RFB-2433 - Concrete Box Culverts Watercure Hill Road)
22-416 Resolution awarding bid to Binghamton Precast and Supply Corp. on behalf of the Chemung County Department of Public Works (RFB-2437 - Concrete Box Culverts - CR35 Chambers Road)
22-417 Resolution awarding bid to JC Smith, Inc. on behalf of the Chemung County Department of Public Works (RFB-2425 - Two Full Size Silent Message Boards)

PERSONNEL

22-418 Resolution re-creating Laborer position on behalf of the Chemung County Sewer Districts
22-419 Resolution re-creating Legal Secretary position on behalf of the Chemung County District Attorney’s Office
22-420 Resolution re-creating Special Investigator position on behalf of the Chemung County Public Defender’s Office
22-421 Resolution re-creating position as contained in the Staffing Plan for the Chemung County Health Department
22-422 Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Jail
22-423 Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility
22-424 Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services
22-425 Resolution creating Operator I position on behalf of the Chemung County Sewer Districts
22-426 Resolution creating Maintenance Worker III position on behalf of the Chemung County Sewer Districts

PUBLIC HEARING

MISCELLANEOUS

22-427 Resolution overriding County Executive's Veto of Introductory Local Law No. 4 for the Year 2022 a Local Law amending 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" to redraw legislative district boundaries in response to the 2020 Decennial Census
22-428 Resolution requiring certain supporting schedules to be submitted with the proposed Chemung County budget
22-429 Resolution making a Determination of No Significant Adverse Environmental Impacts associated with the Chemung County Sewer
Districts Temporary discharge to Newtown Creek during construction of the conveyance system as part of the Regional Wastewater Treatment Plant Consolidation Project, pursuant to New York State Environmental Quality Review Act

8. OLD BUSINESS

9. NEW BUSINESS

Presentation - Jeff Wice, Adjunct Professor/Senior Fellow, New York Census and Redistricting Institute, New York Law School

10. ADJOURNMENT
Correspondence 08-01 through 08-06

**Resolution #:**

**Slip Type:** OTHER

**SEQRA status**

State Mandated False

**Explain action needed or Position requested (justification):**

08-01 NYS Department of Taxation & Finance Office of Real Property Tax Services - Industrial Development Agencies Application for Real Property Tax Exemption  (Stamp Fittings US, LLC - Filing of first amendment to Payment In Lieu of Tax Agreement)

08-02 NYS Department of Taxation & Finance Office of Real Property Tax Services - List of Certified 2022 State Equalization Rates

08-03 Letter regarding Countywide Stream Program - IMA 2023-2027

08-04 Orleans County Resolution opposing recently enacted New York State law regulating legally authorized concealed carry gun permits and banning concealed carry in public as being an unconstitutional attack upon the rights of law abiding citizens

08-05 NYS DEC - Invitation to Public Availability Session on Sperry Remington environmental cleanup sites, including Elmira High School

08-06 STTAC - August News letter

**ATTACHMENTS:**

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No Attachments Available
Resolution confirming appointment to the Chemung County Board of Health (Drake)

Resolution #: 22-393
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
Pursuant to Section 603 of the Chemung County Charter and Section 344 of the Public Health Law

Mr. Drake will be appointed as the Legislative Representative to fulfill the unexpired term of Mr. Brennan. Term to expire 12/31/2022.

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STAMP ITEMNUMBER
Resolution authorizing agreement with WETM-TV on behalf of the Elmira Corning Regional Airport (2023 American Pride Ride and Set the Sky to Music)

Resolution #: 22-394
Slip Type: OTHER
SEQRA status: False
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 to host the 2023 American Pride Ride and Set the Sky to Music. The American Pride Ride is a fundraising event which will benefit 5 local charities:

- Children's Miracle Network
- Salvation Army
- American Red Cross
- Elmira's Vietnam Veteran's War Museum
- Bath VA

After the brief parade down the runway, a fireworks show, free to the community, will signify the "kick-off" to the summer in the Twin Tiers. The date being planned for this event is June 24, 2023.

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</table>
July 7, 2022

Tom Freeman
Chemung County Director of Aviation
276 Sing Sing Road, Suite 1
Horseheads, NY 14845

Mr Freeman,

Thank you for the opportunity to speak with you yesterday about plans for the 2023 American Pride Ride and Set the Sky to Music. As discussed, we would like to bring back the Chemung County tradition of putting on the free-to-the-community fireworks show to “kick-off summer” at the end of June. The date for next year will be June 24th, 2023.

We would like to include a return to the tradition of ending the American Pride Ride with a brief “parade of bikes” down the western runway. This was always a participant favorite in years past and is sure to help bolster the number of participants for next year’s event. The American Pride Ride is a fundraising event which benefits 5 local charities including Children’s Miracle Network, Salvation Army, American Red Cross, Elmira’s Vietnam Veterans War Museum, and The Bath VA Center for Development and Civic Engagement Volunteer Group. The more participants we get each year, the more we raise for these charities. The addition of the brief parade down the runway would certainly help to increase the turnout in 2023. As discussed, there would be no interference with flights based on current airport schedules if we were to plan this for 4pm – 4:15pm.

Pre-pandemic, the Set the Sky to Music fireworks show was a much loved, free family event which drew viewers from across the Twin Tiers. Friends and families would gather in public areas around the airport to watch in awe as the fireworks signify the “kick-off” to summer in the Twin Tiers. These spectators also brought a much needed influx of tax dollars as they patronized local businesses around the Horseheads and Big Flats area during the time leading up to the show. We would like to request access to the far eastern edge of the airport property (closest to Arnot Mall) for the purpose of launching the fireworks and additionally a drone light show on the evening of June 24th, 2023 at approximately 9:30pm (ending at 10pm). As we discussed, this timing would not interfere with any currently scheduled flights.

Please confirm with me as soon as possible, but no later than September 30th if we can move forward with your approval and begin securing all the necessary permits, waivers and licenses. Thank you again for your time.

Respectfully,

[Signature]

Bruce W. Sermonis II
WETM-TV
602.402.5682
2023 Set The Sky to Music – June 24th, 2023

Goals:

- Bring back the tradition of the Twin Tiers most exciting summer kickoff anywhere
- Deliver the biggest, best fireworks and drone show the Twin Tiers has ever seen
- Make viewing the show more accessible for everyone
- Reduce traffic congestion after the show (More viewing areas = fewer vehicles in the mall parking lot)

Steps to Achieve:

- Partner with Elmira Corning Regional Airport for launch zone
- Partner with Arnot Mall for Pre-Party location
- Secure Major Sponsors for Fireworks and Drones by September 30th
- Secure Fireworks and Drone Companies by September 30th
- Submit all FAA and Big Flats permit applications by October 31st
- Have permits, licenses, approvals finalized by December 31st
- Begin securing vendors for Pre-Party by January 31st
- Complete all badging for personnel needed at airport by May 1st
- Finalize sponsors and create promos by April 21st
- Start Marketing for event May 1st
- Execute successful event June 24th, 2023

2022 Event Summary: Successful event with an estimated 15,000 people in attendance.

Successes:

- Completely packed parking lot and surrounding area (was filling up by 6:30)
- Revenue generated by all marketing entities involved
- Over 20 local business vendors on-site selling non-stop
- Kids and families having so much fun
- Drones launched on-time
- Choreographed music played exactly as planned
- Multimedia marketing with uniform messaging delivered GREAT results
- Outstanding volunteer support
Resolution authorizing agreement with Fire Alarm Service Technology on behalf of the Chemung County Department of Health (Vaccine Refrigeration Monitoring System updates)

Resolution #: 22-395
Slip Type: CONTRACT
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
The Health Department (CCHD) stores a number of vaccines on site for public administration. These vaccines are held under refrigeration and are required by the New York State Department of Health (NYSDOH) to be monitored and alarmed in order to prevent loss of vaccine. Monitoring the temperatures of these vaccines is important to eliminate waste and ensure availability as needed.

This upgrade to the vaccination refrigeration monitoring system will increase the health department’s ability for remote monitoring of the vaccine refrigerators, eliminate substantial patient disturbance, and reduce the number of staff notifications needed for response. The cost for install and monitoring is covered 100% through the immunization program from NYSDOH (no local share).

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TO: Christopher J. Moss, County Executive
FROM: Peter Buzzetti III, Public Health Director
DATE: June 29, 2022
SUBJECT: Request for Approval to Contract with (FAST) Fire Alarm Service Technology for Update to the Vaccine Refrigeration Monitoring System

Dear County Executive Moss,

The Health Department (CCHD) stores a number of vaccines on site for public administration. These vaccines are held under refrigeration and are required by the New York State Department of Health (NYSDOH) to be monitored and alarmed in order to prevent loss of vaccine. Monitoring the temperatures of these vaccines is important to eliminate waste and ensure availability as needed.

The current alarm system has been in use for a number of years. Due to staffing schedules at CCHD and the nursing facility (CCNF), if the vaccine refrigerator warms up, the current alarm will sound on the second floor of CCNF. CCNF staff will contact maintenance staff for follow up. When an alarm occurs, it creates a substantial disturbance to the residents of CCNF and involves response activities from several team members. I have discussed this issue with the Administrator of CCNF who believes this alarm and its resulting disturbance of the residents may lead to a violation from NYSDOH. Therefore, she supports this upgrade.

Last summer, in an effort to maintain oversight of the vaccine refrigerators and eliminate the resident disturbance, CCHD employed the use of a monitoring application (app). The goal was to eliminate the need for the alarm on the second floor of CCNF and still ensure temperature monitoring and notification. Unfortunately, this app proved to be inconsistent and cannot be counted on for timely alarm notification. Research into other applications for this alarm monitoring proved to be cost prohibitive.

After consultation with FAST, who currently performs monitoring at the Gridley Building and Chalk Pavilion, an updated system can be installed (1-time fee) and monitored (annual cost) for the prices in the attached quote. This upgrade will increase the health department’s ability for remote monitoring of the vaccine refrigerators, eliminate substantial patient disturbance, and reduce the number of staff notifications needed for response. The cost for install and monitoring is covered 100% through the immunization program from NYSDOH (no local share).

Thank you for your consideration.
<table>
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<tr>
<th>Vendor</th>
<th>Fire Alarm Services Technology (FAST)</th>
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</tr>
<tr>
<td>purpose</td>
<td>install (1-time)</td>
<td>monitoring</td>
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as stated in the quote, additional equipment may be needed. $295 or $385 for antenna plus $110/hour install fee.
June 25, 2022

Chemung County Nursing Facility
Attn: Mr. Jared Westervelt
103 Washington Street
Elmira, NY 14901

Re: HD Freezer Alarm Monitoring Communicator

Dear Jared,

Fire Alarm Service Technology, Inc. is pleased to provide you with the following quotation for the discussed cellular communicator on your Health Department freezer alarms. We will provide, install, program, and test (1) SLE-LTEV-CB-TF Cellular Communicator for a cost of $895.00. The cellular communicator will take place of the wireless zone modules for your existing security system. In the event of an alarm from the freezers, the communicator will send a signal to the monitoring center, the monitoring center will then notify your contact list via SMS Text and/or Telephone.

In some instances, we have found that the Internal Antenna is not sufficient for coverage and need to relocate the antenna outside and add a Mid Gain Antenna. Please find the costs listed below for the two cable and antenna options, which may be needed for the communicator to have the best reception.

SLE-ANT50  EXTERIOR ANTENNA W/50’ CABLE  $295.00
SLE-ANT100  EXTERIOR ANTENNA W/100’ CABLE  $385.00

In the event that we would need to add an external antenna, we will install it for a standard rate of $110.00/per hour.

We will provide the monitoring and cellular service for an annual fee of $575.00/per year

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.
Resolution amending Resolution No. 21-269 (Tracey Road Equipment - Unit #49)

Resolution #: 22-396
Slip Type: CONTRACT
SEQRA status State Mandated False

Explain action needed or Position requested (justification):
This agenda item requests the Executive and Legislative approve a $3,800 increase in the cost of Unit #49, a ten-wheel plow truck ordered from Tracey Road Equipment in 2021. The 2021 Capital Budget had $275,000 approved for the purchase of the truck; the approved bid (Resolution 21-269) awarded the amount of $255,049.02. Due to unforeseen circumstances caused by supply chain issues, our truck will not be delivered until late in 2022. Since the time of order, costs have increased. The County Attorney’s Office has reviewed the costs increase, however, the resolution needs to be amended to increase the purchase order to a value of $258,849.02.

See attached manufacturer price surcharge and updated sales order.

Please contact me with any questions.

Thanks,
Andy Avery

ATTACHMENTS:

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SALES ORDER

Date: 6/22/22

Purchaser: CHEMUNG COUNTY
Address: 603 CHEMUNG ST.
City: HORSEHEADS
County: CHEMUNG
Contact Name: TIM ANDY

THE PURCHASER OFFERS TO PURCHASE FROM THE DEALER/SELLER FOR THE STATED PRICE THE VEHICLE AND/OR EQUIPMENT AS DESCRIBED BELOW.

FO# 2021-00001059 FO# HORSEHEADS, NY STANDARD WARRANTY: FREIGHTLINER LEVEL II WARRANTY

INVENTORY # DESCRIPTION PRICE

TBD 2023 FREIGHTLINER 114SD TANDEM AXLE CAB & CHASSIS $255,049.02

DETOUR DD13 470HP 1650LB/FT ENGINE, ALLISON 4500RDS AUTOMATIC TRANSMISSION,
MERITOR 20,000LB FRONT AXLE, 20,000LB TAPERLEAF FRONT SUSPENSION, MERITOR
46,000LB TANDEM REAR AXLE, TUFFTRAC 46,000LB REAR SUSPENSION, 4.89 REAR AXLE RATIO,
80 GALLON FUEL TANK, MICHELIN XZY-3 425/65R22.5 FRONT TIRES, MICHELIN X MULTI D
11R22.5 REAR TIRES, STEEL WHEELS, DUAL AMBER STROBES, COMPLETE SPEC ATTACHED.
E4W 7YR/150,000 MILE EXTENDED ENGINE WARRANTY / 5YR ALLISON EXTENDED WARRANTY INCLUDED

VIKING EQUIPMENT PACKAGE PER QUOTE #1348 DATED 4/23/2021 INCLUDED

DTNA APRIL 19TH 2022 PRICING INCREASE FOR TRUCKS BUILT AFTER 5/29/2022 $3,800.00

ONONDAGA COUNTY CONTRACT #8996

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 READY TO REPAIR, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT TIME OF DELIVERY.

Purchaser Declines Optional Equipment Service Contract

Terms and Conditions per the attached contract.

TRADE IN ALLOWANCE:

BALANCE OWED TO:

NET TRADE ALLOWANCE (EQUITY):

TRADE:

YEAR __ MAKE ________ MODEL ________

ENG __ SERIAL # ________

SERVICE METER READING (if applicable) ____________

THE MILEAGE ON THE ODOMETER IS ____________ AND IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

CONDITION OF TRADE

PURCHASER'S INITIALS

SUBTOTAL $258,849.02

CONTACT:

(Exempt) Sales Tax N/A

Federal Excise Tax N/A

Waste Management Tire Tax N/A

TOTAL PRICE $258,849.02

RECEIPT NO. ____________ DEPOSIT ____________

BALANCE DUE $258,849.02

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 Warranties/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 liens have been extended to himself 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, as final language and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

Purchaser ____________

SALES MANAGER ____________

ACCEPTED BY SALES MANAGER ____________

6803 Manlius Center Rd., East Syracuse NY 13057 Tracey Road Equipment Facility Numbers:
- East Syracuse: 4340816 (315) 437-1471
- Kirkwood: 7079332 (607) 775-5010
- Watertown: 7083886 (315) 788-0200
- Albany: 7076202 (518) 438-1100
- Rochester: 711647 (585) 334-5120
- Batavia: 7122000 (585) 343-2863
- Queensbury: 7122340 (518) 793-9688

STAMP ITEM NUMBER
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 Buyer to the Seller in the Order ("Buyer" or "Seller").

1. The Order (and any modification thereto) shall not become binding upon the parties hereto until and upon such time as both the Seller and an authorized Sales Manager or Officer of Seller indicates in writing the approval and acceptance of the Order on behalf of Seller. Until such time, the Order shall be considered non-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 and conditions 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, purchase order documents, purchase orders, shipping instructions, purchase orders or purchase orders, 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 and same shall be of no effect and not binding on Seller in any circumstances unless and until 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 goods or services from Seller, and Seller shall be deemed to have 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, service, value-added, and other taxes except to the extent Seller has been fully paid by Buyer for such taxes and/or fees, and expenses, paid to Seller, whether or not included in the purchase price. All such taxes and/or fees, and expenses, paid to Buyer, shall be paid by Buyer unless Buyer provides an acceptable exemption certificate.

4. Unless otherwise agreed in the Order or in writing by Seller, payment for all Vehicles shall be due and payable in full at the time of delivery. Payment shall be made in U.S. Dollars by bank draft, cashier’s check, bank transfer, or wire transfer, or by other means acceptable to Seller. All past due accounts are subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowed under law. Accrued collection costs, including attorney’s fees and expenses, are payable by Buyer as directed by Seller.

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, including, but not limited to, the obligation to make timely payments of the purchase price and all other amounts that are or may be owed to Seller, are paid in full. Seller may, at any time, without notice to Buyer, resell any Vehicles for which Buyer has not paid in full, and in such event, title and right of possession to such Vehicles shall pass to the new owner. Buyer shall, on demand, deliver to Seller such evidence of title to such Vehicles, in form and substance satisfactory to Seller, as Seller may require in order to establish the title and right of possession to such Vehicles.

6. In consideration of Seller's obligations under this Agreement, Buyer agrees to indemnify and hold Seller harmless against any and all claims, losses, liabilities, costs, and expenses, including attorneys’ fees and expenses, arising out of or as a result of Buyer's breach of this Agreement.

7. Any delay or disruption of the production or delivery of any Vehicles purchased hereunder shall be excused by Seller to the extent that such delay or disruption results from the acts or omissions of Buyer or from any events beyond the reasonable control of Seller.

8. Seller shall not be liable for any delay or disruption of the production or delivery of any Vehicles purchased hereunder shall be excused by Buyer to the extent that such delay or disruption results from the acts or omissions of Seller or from any events beyond the reasonable control of Buyer.

9. Seller will indemnify Buyer against any and all claims, losses, liabilities, costs, and expenses, including attorneys’ fees and expenses, arising out of or as a result of Buyer's breach of this Agreement.

10. Seller shall not be liable for any delay or disruption of the production or delivery of any Vehicles purchased hereunder shall be excused by Seller to the extent that such delay or disruption results from the acts or omissions of Buyer or from any events beyond the reasonable control of Seller.

11. Seller shall not be liable for any delay or disruption of the production or delivery of any Vehicles purchased hereunder shall be excused by Buyer to the extent that such delay or disruption results from the acts or omissions of Buyer or from any events beyond the reasonable control of Buyer.

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 such use or operation shall be subject to the approval of the Buyer. Buyer will be liable at its own 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 be construed in accordance with and enforced by the law of the State of New York, and that the parties hereby consent and agree to the exclusive jurisdiction of the courts of such state, and of the United States, in any action or proceeding arising out of or relating to this Order and these Terms, and further agree that the exclusive jurisdiction of the courts of such state shall extend to any such action or proceeding, and that the parties hereby consent to the 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 CLAIMS WHICH THE PARTIES MAY HAVE AGAINST EACH OTHER.

14. Buyer shall not be liable for any delay or disruption of the production or delivery of any Vehicles purchased hereunder shall be excused by Seller to the extent that such delay or disruption results from the acts or omissions of Buyer or from any events beyond the reasonable control of Buyer.

15. Seller shall not be liable for any delay or disruption of the production or delivery of any Vehicles purchased hereunder shall be excused by Buyer to the extent that such delay or disruption results from the acts or omissions of Buyer or from any events beyond the reasonable control of Buyer.

16. Seller shall be entitled to offset any amounts owed by it to Buyer against any amounts owed by Buyer to Seller.

17. The Buyer and these Terms, and the underlying obligations of the parties relating to the sale of Vehicles to Buyer, shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws. The Buyer and Seller agree that any Disputes arising out of or relating to this Order, the Vehicles or the Business, shall be resolved by a final and binding arbitration to be held in New York, New York, and the parties hereby consent to the exclusive 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 CLAIMS WHICH THE PARTIES MAY HAVE AGAINST EACH OTHER.

18. Buyer shall be liable for any and all costs and expenses, including attorneys’ fees and expenses, incurred by Seller in the exercise of any right or remedy granted or available to Seller hereunder.

19. Seller shall not be liable for any delay or disruption of the production or delivery of any Vehicles purchased hereunder shall be excused by Buyer to the extent that such delay or disruption results from the acts or omissions of Seller or from any events beyond the reasonable control of Seller.

20. Buyer agrees to indemnify and hold Seller harmless against any and all claims, losses, liabilities, costs, and expenses, including attorneys’ fees and expenses, arising out of or as a result of Buyer's breach of this Agreement.

21. 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.

22. No waiver, alteration, or modification of any of the provisions of the Order or these Terms shall be binding unless in writing signed by an authorized officer of Buyer andSeller.

23. No action or inaction by Seller in exercising any right, privilege, remedy or option permitted hereunder shall operate as a waiver of any or all such rights, privileges, remedies or options.

24. Any dispute or controversy involving the construction or interpretation of this Order or these Terms shall be submitted to binding arbitration in accordance with the rules and procedures of the American Arbitration Association and/or Seller and Buyer shall be bound by any arbitration award rendered by the arbitrator or arbitrators.

25. The Buyer and these Terms are subject to all applicable laws, rules, and regulations, and all applicable laws, rules, and regulations of any local, state, and federal governmental bodies that may be applicable to the Buyer and its activities hereunder.

26. Buyer shall not delegate any duties or assign any rights or duties under the Order or these Terms without Seller’s written consent. Any attempted or purported delegation or assignment by Buyer in violation of this Section 26 shall be void.

27. If applicable, the Equal Employment Opportunity and Affirmative Action Clause, as set forth by the Department of Labor, 42 C.F.R. Sections 60-9.1(a) is hereby incorporated by reference herein and incorporated by reference. Seller shall not be liable for any breach of these terms unless such breach is excused by applicable statutes, rules, regulations, or orders. Buyer agrees, unless otherwise specified, to comply with such reference and abide by Executive Order 11246. This contractor and subcontractor shall comply with the requirements of CFR 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against any individual hired for a position on the basis of protected veteran status or disability, and require affirmative action by 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 the effect and survive any termination or completion of any order.
DTNA Communication
April 19, 2021

CY22 - MY23 Price Surcharge Update
4/19/2022 • Pricing

Dear Dealer Partners,

As discussed with you yesterday, the continued challenging global and domestic economic conditions have made it necessary for Daimler Truck North America (DTNA) to implement an additional pricing surcharge on all MY23 Freightliner & Western Star trucks (details below). Increases are in addition to the $2,900 - $4,500 Total MY23 Surcharge announced in December 2021 for CY22/MY23 units.

This new surcharge will be applied on CY22 units with a schedule build date starting May 30th, 2022. Units with a schedule build date on or before May 29th, 2022 are price protected and will not be impacted by the newly updated surcharge.

DTNA is committed to release MY24 Pricing in Q3/2022.

Below are the updated Model Year 2023 Pricing Surcharge Details:

Values in USD

<table>
<thead>
<tr>
<th>Models</th>
<th>Total MY23 Surcharge (as of January 1st, 2021)</th>
<th>Additional Surcharge As of May 30th** 2022</th>
</tr>
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<tbody>
<tr>
<td>Cascadia™/5700</td>
<td>$4,200</td>
<td>$5,700</td>
</tr>
<tr>
<td>4700/47X/4900/49X/122SD/6900</td>
<td>$4,500</td>
<td>$5,800</td>
</tr>
<tr>
<td>M2 106/112 &amp; B. 106/114SD</td>
<td>$2,900</td>
<td>$3,800</td>
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</table>

*Includes Cascadia™ and M2 models

- The Total MY23 Surcharge fee applies to all units included in your CY22 Dealer Reservation System plan, including both Program and Concession reservations with a schedule build date of May 30th, 2022 or after.
- The total non-discountable surcharge will be presented as a single line item on the truck invoice.
- Dealers are responsible to update and include Total MY23 Surcharge on all current and future quotes for CY22/MY23.
- Total MY23 Surcharge is in addition to all previous CY22 Surcharges announced by DTNA including FCC for the Tire Surcharge, DD13 Gen 5, CARB22, Standard Destination & Freight, etc.

Order Cancellation Guidelines:

- Entire backlog beginning 05/10 is cancellable until April 29th, 2022 (program and concession). This includes units inside the standard 90 day window from schedule build date.
- After April 29th, 2022 standard cancellation policies apply:
  - Program trucks are non-cancellable.
  - Cancellations will only be accepted outside of 90 days from schedule build date.
  - Q3 cancellations required by 5/31, Q4 cancellations required by 7/1.
  - All orders required by 7/1 (CY22 closeout date).
  - Plans must be modified to reflect all cancellations and reorder.
- Cancelled orders will not result in plan volume forfeitures. All cancelled units (regardless of plan quarter) will be returned to dealer plans in their Q4 volumes and can be reordered as necessary. Concession for concession and program for program cancellation, reorder requirements still apply.
  - Per standard cancellation policy, all Top 50 cancellations cannot be repurposed and will revert back to DTNA.

John O'Leary
President & CEO
David Carron
SVP Sales & Marketing

More Details
Resolution authorizing temporary easement and right-of-way agreement with Horseheads Real Property, LLC on behalf of the Chemung County Department of Public Works (PIN 6754.12 - Connector Road)

Resolution #: 22-397
Slip Type: OTHER
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
Temporary Easement is needed because the former HOST facility the Traffic Control Plan outlined in the Contract documents does not offer access to properties on E Street without crossing private property. The project team reviewed (5) alternatives and determined the best benefit to the public would be to get a temporary easement over property in the Southern Tier Logistics Business Park (STL), property owned under HORSEHEADS REAL PROPERTY LLC.

This route will access Wygant Road at the Business Park’s north entrance. STL is granting a temporary easement for traffic. Some portions of the roadway would require improvement to safely convey the additional traffic. The work would repair approximately 1600 LF of out of the 3700 LF total length of road needed to detour traffic.

The estimated cost for this work was expected to be $163,230. The Contractor has supplied a price of $148,375 to do the work. This cost is fully funded by the project.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIN6754.12-DRAFTEasementWithExhibitsAttached.2022.06.27.pdf</td>
<td>Draft Easement w/Exhibits</td>
<td>Cover Memo</td>
<td>7/18/2022</td>
</tr>
</tbody>
</table>
TEMPORARY EASEMENT AND RIGHT-OF-WAY AGREEMENT

This TEMPORARY EASEMENT and RIGHT-OF-WAY AGREEMENT (this “Agreement”) is made, dated and effective as of this __________ day of _______________, 2022 (the “Agreement Date”, BETWEEN

HORSEHEADS REAL PROPERTY LLC, created an existing under the laws of the State of New York, with offices at 224 North Main Street, Horseheads, New York, 14845, Grantor, and

CHEMUNG COUNTY, NEW YORK, a municipal corporation, with offices at 203 Lake Street, Elmira New York, 14901, Grantee.

WHEREAS, Grantor owns certain real property located in Chemung County, State of New York, filed in the Chemung County Clerk’s Office under Instrument 201162711, and more particularly described on Exhibit A, attached hereto and made part hereof (hereinafter the “Easement Premises”); and

WHEREAS, Grantor has agreed, subject to the provisions of this Agreement, to convey a Temporary easement and rights-of-way to the Grantee for the construction, maintenance and use as a public highway in accordance with general municipal highway law, for the mutual benefit of the, Grantor and Grantee (hereinafter “Parties”);

NOW THEREFORE, Witnesseth: In consideration of the foregoing and the possession of the improvements made to the Easement Premises upon termination of the Easement, the receipt and adequacy of which being hereby acknowledged by the Grantor and Grantee, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Entirety of the Agreement. This sole grant of Temporary Easement is the sole grant of easements for the Easement Premises between Grantor and Grantee.

2. Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns the following easements and rights-of-way:
   a. Temporary Easement for detour traffic of County Route 86: An exclusive easement in, on under and over the Easement Premises, along the centerline of private roadways identified on Exhibit B, attached hereto and made part hereof (hereinafter the “Detour Route”) plus fifteen (25) feet width both sides of the centerline of the Detour Route, for ninety (90) days County Route 86 (Fifth & E Streets) is closed to traffic (which date Grantee shall provide in writing to Grantor prior to closure of County Route 86, for the purposes of providing all the public benefits of a public highway as may reasonably be deemed by the Grantee. At the termination time of the Temporary Easement, Grantor shall retain ownership of all permanent improvements completed by Grantee to provide public access.
3. **Conditions.** The grant of the easements and rights-of-way is subject to the following conditions and restrictions:
   
   a. Improvements to the Detour Route will be completed prior to 90-day term of the Temporary Easement. Grantor shall consent to work commencing on the Easement Premises prior to commencement of improvements. Grantor’s consent must not be unreasonably withheld or delayed.
   
   b. Grantee shall provide 3 business days’ notice to the commencement of the 90-day Temporary Easement term.
   
   c. Grantee foregoes any appraisal or other valuation method to determine compensation for use of the Easement Premises.
   
   d. Grantee foregoes compensation above the value of the roadway improvements constructed by the Grantee to provide a temporary, public highway across the Easement Premises.
   
   e. Grantor, and Grantor’s tenants, subtenants, successors or assigns, shall have the right of access and right to use the Easement Premises, and such use shall not be further limited or restricted under these easements beyond that which is necessary to construct, maintain, and use as a public highway.
   
   f. Grantor shall have no rights to restrict Grantee’s use of the Easement Premises.
   
   g. Upon the ninety-first (91) day after closure of County Route 86 (E & Fifth Streets) the Grantor shall be responsible for maintaining the improvements constructed by the Grantee. Grantor agrees that Grantee or its contractors or designees, shall not be liable for the maintenance of such improvements after the ninety-day (90) term of the easement, nor liable for damages in connection therewith after the termination of the easement.
   
   h. The Grantee and Grantor each agree to release and hold harmless the counterparty, contractors or designees from any liability or damages which may arise from use of the Easement Premises beginning with the commencement of construction and running through the 90-day Temporary Easement term.
   
4. **Notice.** All notices required or permitted to be given hereunder (each a “Notice”) shall be via mail with copies via email. Notice is deemed received on the second business day following the date of mailing:
   
   **If to Grantee**
   
   Attn: Andrew P. Avery, P.E.
   
   Chemung County Department of Public Works
   
   803 Chemung Street
   
   Horseheads, NY 14845
   
   aavery@chemungcountyny.gov
   
   with copies to:
   
   County Attorney
   
   M. Hyder Hussain, Esq.
   
   PO Box 588
   
   Elmira, NY 14902-0588
   
   hhussain@chemungcountyny.gov

STAMP_ITEMNUMB
5. **Insurance.** Grantee agrees that any contractor hired by Grantee for the initial construction of the improvements to the Easement Premises, or for any work to maintain the Detour Route, will be required to maintain commercial general liability insurance in the amount not less than $2,000,000 per claim and $3,000,000 in aggregate, listing both the Grantor and Grantee as additionally insured.

6. **No Waiver; Amendment.** The failure to delay by any party in enforcing any right or obligation or any provision of this Temporary Easement and Rights-Of-Way Agreement in any instance shall not constitute a waiver thereof in that or any other instance. A party may only waive such right, obligation or provision by an instrument in writing, signed by it. The Temporary Easement and Rights-Of-Way Agreement may not be modified, terminated, or supplemented except by written instrument signed by the Party against whom such modification, termination or supplement is sought to be enforce.

7. **Termination and Survival Obligations.** The Temporary Easement and Rights-Of-Way Agreement and the easements granted hereunder may be terminated by written agreement by both parties.

8. **Binding Effect.** This Temporary Easement and Rights-Of-Way Agreement shall run with the land, shall inure to the benefit of, and shall bind Parties’ respective heirs, successors, and permitted assigns. This Temporary Easement and Rights-Of-Way Agreement, easement and rights granted hereunder may be free assigned by Grantee. Grantee may assign this Temporary Easement and Rights-Of-Way Agreement, easement and rights granted hereunder to a successor municipality or a municipal entity created by the Grantee. Except as expressly permitted herein, Grantee shall not otherwise assign this Temporary Easement and Rights-Of-Way Agreement without written consent of the Grantor, which may be granted or withheld at Grantor’s sole discretion.
BARGAIN & SALE DEED

THIS INDENTURE made the 14th day of December, Two Thousand and Eleven

BETWEEN, THE CENTER AT HORSEHEADS, LLC, a New York limited liability company with an office at 124 Wygant Road, Horseheads, New York 14845,

party of the first part, and

HORSEHEADS REAL PROPERTY, LLC, a Delaware limited liability company with an office at c/o Carriage House Partners 629 Fifth Avenue, Pelham, New York 10803

party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE DOLLAR ($1.00) lawful money of the United States of America, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its heirs, successors and assigns forever, the premises more particularly described in Schedule "A" annexed hereto.

This deed is intended to convey and all of the real estate of the party of the first part to the party of the second part situate in the County of Chemung, New York whether specifically described herein or not.

The party of the first part makes this conveyance and the party of the second part accepts the conveyance subject to any and all mortgages of record pertaining to the premises. It is intended that said mortgages will not merge in the fee and will survive and remain a lien on the premises herein.

The obligations secured by said mortgages remain unpaid and unsatisfied and are not affected in any way by this conveyance, except for the conveyance of all interest of the party of the first part in and to the aforesaid premises, subject to the lien of said mortgages.

THIS DEED is an absolute conveyance of title in effect as well as form and is not intended as a mortgage, trust conveyance or security of any kind. The consideration therefor is sums unpaid by the party of the first part due to the party of the second part.

The party of the first part makes this conveyance and the party of the second part accepts the conveyance subject to any and all judgments of record which have attached to the premises conveyed hereby.

The party of the first part makes this conveyance and the party of the second part accepts the conveyance subject to any and all tenancies and unpaid taxes due and owing against the premises.

This Deed is made pursuant to an order of the Hon. Mary M. Work, Supreme Court,

Recorded by:
Sheeringer Monahan Provost
Redgrave Title Agency, Inc.
800 724-7868 Title No. (58659)
Ulster County, New York duly entered in Action No. 09:2279 on ____________________.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises including, without limitation, all mineral rights and royalties or other payments due or coming due under leases of mineral or gas rights.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs, successors and assigns forever.

AND said party of the first part, covenants as follows:

The party of the first part, in compliance with § 13 of the Lien Law, will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

IN PRESENCE OF

THE CENTER AT HORSEHEADS, LLC

By: ________________________________

Mitchell Wolff, Receiver

STATE OF NEW YORK     
) ss:
COUNTY OF COLUMBIA     

On the ____ day of NOVEMBER, in the year 2011 before me, the undersigned, a Notary Public in and for said state, personally appeared Mitchell Wolff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Record and Return to:
FRANK MCGOWAN, ESQ.
205 SOUTH STREET
LITCHFIELD, CT 06759

Notary Public

JAMES M. MOHAN
Notary Public, State of New York
New York County, #4800558
Commission Expires 8/4/2014
FIDELITY NATIONAL TITLE INSURANCE COMPANY
Issued by
SNEERINGER MONAHAN PROVOST REDGRAVE
TITLE AGENCY, INC.

SCHEDULE A DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Village and Town of Horseheads, County of Chemung and State of New York, bounded and described as follows:

Beginning at the intersection of the southerly line of Wygant Road and the westerly line of Ridge Road;

RUNNING THENCE along said line of Ridge Road, the following two courses:

(1) South 13 degrees 08 minutes 33 seconds West, a distance of 166.26 feet to a point;
(2) South 00 degrees 31 minutes 07 seconds West, a distance of 169.27 feet to the northeasterly corner of lands now or formerly of "Sugar Stores, Inc." (Liber 751, Page 345);

THENCE along the boundaries of said lands of "Sugar Creek Stores, Inc." the following three courses:

(1) North 89 degrees 28 minutes 53 Seconds West, a distance of 200.00 feet to a point;
(2) South 00 degrees 31 minutes 07 seconds West, a distance of 100.00 feet to a point;
(3) South 89 degrees 28 minutes 23 seconds East, a distance of 200.00 feet to a point in said westerly line of Ridge Road;

THENCE along said line of Ridge Road, South 00 degrees 31 minutes 07 seconds West, a distance of 1548.45 feet to a point on the Village Line of the Village of Horseheads;

THENCE along said Village Line the following three courses:

(1) South 25 degrees 52 minutes 14 seconds West, a distance of 952.51 feet to a point;
(2) South 01 degrees 27 minutes 49 seconds East, a distance of 863.70 feet to a point;
(3) South 10 degrees 04 minutes 19 seconds West, a distance of 220.00 feet to a point;

THENCE into the Town of Horseheads, South 74 degrees 55 minutes 41 seconds East, a distance of 200.00 feet to a point in the westerly line of Ithaca Road;

THENCE along said line of Ithaca Road, South 15 degrees 04 minutes 19 seconds West, a distance of 50.00 feet to a point;

THENCE North 74 degrees 55 minutes 41 seconds West, passing through a point in the aforesaid Village Line 200.00 feet distant, and thence passing along the northerly boundary of lands now or formerly of "Clark" (Liber 802, Page 126), an overall distance of 422.00 feet to the northwestly corner of said "Clark" lands;

THENCE along the boundaries of said "Clark" lands, the following two courses:

(1) South 15 degrees 04 minutes 19 seconds West, a distance of 360.00 feet to a point
(2) North 75 degrees 41 minutes 23 seconds East, a distance of 254.77 feet to a point in the aforesaid Village Line, said point being the southeasterly corner of said "Clark" lands:

Schedule A Description - Page 1 of 23
Order No. M-052047
Date: September 12, 2011
FIDELITY NATIONAL TITLE INSURANCE COMPANY
Issued by
SNEERINGER MONAHAN PROVOST REDGRAVE
TITLE AGENCY, INC.

THENCE along said Village Line the following two courses:

(1) South 15 degrees 04 minutes 19 seconds West, a distance of 58.10 feet to a point;
(2) South 16 degrees 37 minutes 42 seconds West, a distance of 857.06 feet to a point;

THENCE, into the Town of Horseheads, the following four courses:

(1) South 24 degrees 05 minutes 21 seconds East, a distance of 180.00 feet to a point;
(2) North 89 degrees 25 minutes 43 seconds East, a distance of 132.17 feet to a point in the aforesaid westerly line of Ithaca Road;
(3) South 11 degrees 11 minutes 10 seconds west, along the last mentioned highway boundary, a distance of 292.16 feet to the northeasterly corner of lands now or formerly of "Hansen, (Dennis, Randall and Brian)" (Liber 651, Page 1079);
(4) North 86 degrees 28 minutes 51 seconds West, along the northerly boundary of said "Hansen" lands, a distance of 243.19 feet to a point in the aforesaid Village Line;

THENCE South 07 degrees 42 minutes 10 seconds West along said Village Line and along the westerly boundary of said "Hansen" lands a distance of 286.75 feet to a point;

THENCE South 87 degrees 41 minutes 23 seconds East, into the Town of Horseheads and along the southerly boundary of said "Hansen" lands a distance of 225.01 feet to a point in the aforesaid westerly line of Ithaca Road;

THENCE South 11 degrees 11 minutes 10 seconds West, along said line of Ithaca Road, a distance of 336.11 feet to the northeasterly corner of lands now or formerly of "Horseheads Commercial Development Partners" (Liber 794, Page 229);

THENCE, along the boundaries of said lands of "Horseheads Commercial Development Partners", the following three courses:

(1) North 78 degrees 48 minutes 51 seconds West, a distance of 160.05 feet to a point;
(2) South 10 degrees 50 minutes 28 seconds West, a distance of 274.00 feet to a point;
(3) South 83 degrees 08 minutes 27 seconds East, a distance of 170.40 feet to a point in said westerly line of Ithaca Road;

THENCE South 06 degrees 51 minutes 33 seconds West, along said line of Ithaca Road, a distance of 116.73 feet to the norheasterly corner of other lands now or formerly of said "Horseheads Commercial Development Partners" Liber 794, Page 229;

THENCE, along the boundaries of said "Horseheads Commercial Development Partners" lands, the following three courses:

(1) North 83 degrees 08 minutes 27 seconds West, a distance of 170.40 feet to a point in the aforesaid Village Line;
(2) South 08 degrees 51 minutes 33 seconds West, along said Village Line, a distance of 125.00 feet to a point;
FIDELITY NATIONAL TITLE INSURANCE COMPANY
Issued by
SNEERINGER MONAHAN PROVOST REDGRAVE
TITLE AGENCY, INC.

(3) South 83 degrees 08 minutes 27 seconds East continuing along said Village Line, a distance of 70.40 feet to the northwesterly corner of lands now or formerly of "Webster Industries, Inc." (Libor 399, Page 366);

THENCE, continuing along said Village Line and along the boundaries of said "Webster Industries, Inc.," lands the following two courses:

(1) South 06 degrees 51 minutes 33 seconds West, a distance of 20.00 feet to a point;
(2) South 83 degrees 08 minutes 27 seconds East, a distance of 100.00 feet to a point in the aforesaid westerly line of Ithaca Road;

THENCE, along the last mentioned highway boundary, the following five courses:

(1) South 06 degrees 51 minutes 33 seconds West, a distance of 32.39 feet to a point;
(2) North 87 degrees 11 minutes 27 seconds West, a distance of 8.00 feet to a point;
(3) South 06 degrees 51 minutes 33 seconds West, a distance of 165.48 feet to a point;
(4) South 87 degrees 11 minutes 27 seconds East, a distance of 9.00 feet to a point;
(5) South 06 degrees 51 minutes 33 seconds West, a distance of 188.76 Feet to a point;

THENCE North 86 degrees 18 minutes 21 seconds West, a distance of 266.95 feet to a point;

South 56 degrees 45 minutes 42 seconds West, a distance of 608.22 feet to a point;
South 22 degrees 48 minutes 01 seconds West, a distance of 300.62 feet to a point;
South 24 degrees 28 minutes 06 seconds East, a distance of 207.08 feet to a point;
South 47 degrees 54 minutes 47 seconds East, a distance of 48.85 feet to a point;

THENCE South 47 degrees 24 minutes 36 seconds West, a distance of 202.50 feet to an iron pin at the southeast corner of lands occupied by the Town and County Fire Department and being conveyed to the Town of Horseheads;

THENCE along said proposed conveyance the following three courses and distances:

(1) North 03 degrees 39 minutes 06 seconds West, a distance of 272.47 feet to an iron pin;
(2) North 42 degrees 39 minutes 02 seconds West, a distance of 130.00 feet to an iron pin;
(3) South 52 degrees 12 minutes 41 seconds West, a distance of 176.24 feet to an iron pin in the easterly boundary of other lands now or formerly of said "Horseheads Commercial Development Partners" (Libor 794, Page 229);

THENCE North 37 degrees 47 minutes 17 seconds West, along said boundary of "Horseheads Commercial Development Partners" lands a distance of 91.03 feet to a point;

THENCE South 52 degrees 12 minutes 43 seconds West, along the northerly boundary of said "Horseheads Commercial Development Partners" lands a distance of 48.00 feet to a point in the easterly line of North Main Street;

THENCE along said line of North Main Street, the following four courses:

(1) North 37 degrees 47 minutes 17 seconds West, a distance of 129.00 feet to a point;
THENCE along said Parcel "C" the following four courses and distances:

(1) South 84 degrees 40 minutes 09 seconds East, a distance of 100.96 feet to an iron pin,
(2) North 03 degrees 35 minutes 03 seconds East, a distance of 223.40 feet to an iron pin,
(3) North 06 degrees 36 minutes 11 seconds East, a distance of 289.69 feet to an iron pin,
(4) North 06 degrees 27 minutes 01 seconds West, a distance of 501.70 feet to an iron pin at the southwesterly corner of other lands now or formerly of "Horseheads Commercial Development Partners" (Liber 794 Pages 229 and 236);

THENCE North 72 degrees 45 minutes 23 seconds East, along the southerly boundary of said "Horseheads Commercial Development Partners" lands, a distance of 1539.15 feet to a point in a private roadway known as "E. Street";

THENCE North 17 degrees 14 minutes 37 seconds West, along an easterly boundary of said "Horseheads Commercial Development Partners" lands, a distance of 791.00 feet to a point in a southerly boundary of said "Horseheads Commercial Development Partners" lands;

THENCE North 72 degrees 45 minutes 23 seconds East, along the last mentioned boundary, a distance of 10.00 feet to a point in the westerly boundary of lands now or formerly of "Chemung County Industrial Development Agency" (Liber 690, Page 1149);

THENCE along the boundaries of said "Chemung County Industrial Development Agency" lands, the following four courses:

(1) South 17 degrees 14 minutes 37 seconds East, a distance of 197.00 feet to a point;
(2) North 72 degrees 45 minutes 23 seconds East, a distance of 300.00 feet to a point;
(3) North 17 degrees 14 minutes 37 seconds West, a distance of 700.00 feet to a point;
(4) South 72 degrees 45 minutes 23 seconds West, a distance of 300.00 feet to a point in the easterly boundary of said lands of "Horseheads Commercial Development Partners";

THENCE North 17 degrees 14 minutes 37 seconds West, along said easterly boundary of "Horseheads Commercial Development Partners" lands, a distance of 346.00 feet to a point;

THENCE East 72 degrees 45 minutes 23 seconds West, along the northerly boundaries of said "Horseheads Commercial Development Partners", lands and other lands now or formerly of "Chemung County Industrial Development Agency" (Liber 693, Page 919), a distance of 805.15 feet to a point;

THENCE South 17 degrees 14 minutes 37 seconds East, along the westerly boundary of said "Chemung County Industrial Development Agency" lands, a distance of 530.00 feet to a point;

THENCE, along the boundaries of the aforesaid lands of "Horseheads Commercial Development"
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Partners* (Liber 794, Pages 229 and 236) the following fourteen courses:

(1) South 72 degrees 45 minutes 23 seconds West, a distance of 12.00 feet to a point;
(2) North 17 degrees 14 minutes 37 seconds West, a distance of 1337.03 feet to a point;
(3) North 27 degrees 40 minutes 53 seconds East, a distance of 565.58 Feet in a point;
(4) North 17 degrees 14 minutes 37 seconds West, a distance of 1059.12 feet to a point in the
northerly line of 2nd street;
(5) South 72 degrees 45 minutes 23 seconds West, along said northerly of 2nd Street, a distance of
399.40 feet to the intersection of said line of 2nd Street with the easterly line of "C" Street;
(6) North 17 degrees 14 minutes 37 seconds West, along said line of "C" Street, a distance of
1104.04 feet to a point in the northerly line of 1st Street;
(7) South 72 degrees 45 minutes 23 seconds West, along said line of 1st Street, a distance of
225.00 feet to a point;
(8) North 17 degrees 14 minutes 37 seconds West, a distance of 335.00 feet to a point;
(9) South 72 degrees 45 minutes 23 seconds West, a distance of 105.00 feet to a point;
(10) North 37 degrees 53 minutes 00 seconds West, a distance of 165.00 feet to a point;
(11) South 56 degrees 57 minutes 00 seconds West, a distance of 93.00 feet to a point;
(12) North 67 degrees 12 minutes 30 seconds West, a distance of 201.61 feet to a point;
(13) South 72 degrees 45 minutes 23 seconds West, a distance of 100.00 feet to a point;
(14) South 17 degrees 14 minutes 37 seconds East, a distance of 2280.59 feet to a point;

THENCE South 72 degrees 45 minutes 23 seconds West, a distance of 110.00 feet to an iron pin;

North 17 degrees 14 minutes 37 seconds West, a distance of 450.00 feet to an iron pin;
North 14 degrees 00 minutes 44 seconds West, a distance of 763.19 feet to an iron pin;
North 17 degrees 09 minutes 50 seconds West, a distance of 987.53 feet to an iron pin;
North 27 degrees 13 minutes 31 seconds West, a distance of 215.72 feet to an iron pin;
North 42 degrees 29 minutes 06 seconds West, a distance of 399.54 feet to a point in the southerly
line of the aforesaid Wyant Road;

THENCE along said line of Wyant Road the following two courses:

(1) North 81 degrees 46 minutes 16 seconds East, a distance of 388.17 Feet to a point;
(2) North 81 degrees 25 minutes 53 seconds East, a distance of 615.09 feet to the northwesterly
corner of lands now or formerly of "Richard A. and John M. Bennett" (Liber 833, Page 395);

THENCE South 17 degrees 14 minutes 37 seconds East, along the westerly line of said "Bennett"
lands a distance of 334.71 feet to a point;

THENCE North 80 degrees 38 minutes 23 seconds East, along the southerly line of said "Bennett"
lands a distance of 10.10 feet to a northwesterly corner of lands now or formerly of "Chemung
County Industrial Development Agency" (Liber 622, Page 246);

THENCE South 17 degrees 14 minutes 37 seconds East, along the westerly line of said lands of
"Chemung County Industrial Development Agency" a distance of 581.22 feet to a point;

THENCE North 72 degrees 45 minutes 23 seconds East, along the southerly lines of said lands of
"Chemung County Industrial Development Agency" and lands now or formerly of the "Town of

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Horseheads" (Liber 674, Page 667), a distance of 820.58 feet to a point;

THENCE South 17 degrees 17 minutes 40 seconds East, a distance of 1135.29 feet to a point;
THENCE North 72 degrees 42 minutes 20 seconds East, a distance of 1056.75 feet to a point;
THENCE North 00 degrees 38 minutes 14 seconds West, a distance of 1440.08 feet to a point in the
aforesaid southerly line of Wygant Road;

THENCE North 89 degrees 21 minutes 46 seconds East, along said line of Wygant Road a distance
of 1079.20 feet to the
point or place of BEGINNING.

EXCEPTING AND RESERVING the following parcel of land:

Lands now or formerly of "Brown" (Liber 791, Page 195) bounded and described as follows:

BEGINNING at a point 15.00 feet northerly from the northerly line of 2nd Street and also being 15.00
feet easterly from the easterly line of "C" Street;

THENCE North 17 degrees 14 minutes 37 seconds West, running 15.00 feet easterly from and
parallel to said easterly Line of "C" Street, a distance of 435.60 feet to a point;

THENCE North 72 degrees 45 minutes 23 seconds East, a distance of 400.00 feet to a point;

THENCE South 17 degrees 14 minutes 37 seconds East, a distance of 435.60 feet to a point;

THENCE South 72 degrees 45 minutes 23 seconds West, running 15 feet northerly from and parallel
to said northerly line of 2nd Street, a distance of 400.00 feet to the point or place of BEGINNING.

AND ALSO EXCEPTING AND RESERVING lands heretofore conveyed to Tioga Ready Mix
Concrete Corp. by Deed recorded in Liber 648 at Page 779, bounded and described as follows:

COMMENCING at a point on the westerly boundary of Ithaca Road at the southeasterly corner of the
herein described lands;

THENCE North 86 degrees 18 minutes 21 seconds West, a distance of 266.95 feet to an angle point
in the southerly boundary thereof;

THENCE North 39 degrees 58 minutes 56 seconds West, through the herein above described lands,
647.86 feet to the point or place of BEGINNING;

THENCE South 13 degrees 54 minutes 11 seconds West, a distance of 415.60 feet to a point;

THENCE North 76 degrees 05 minutes 49 seconds West, a distance of 208.00 feet to a point;

THENCE North 13 degrees 54 minutes 11 seconds East, a distance of 365.00 feet to point;

THENCE South 89 degrees 46 minutes 10 seconds East, along a private roadway known as 6th
Street, 214.07 feet to the point or place of BEGINNING;

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ALL that tract or parcel of land, situate in the Town of Horseheads, County of Chemung, and State of New York, bounded and described as follows:

BEGINNING at a point in the northerly boundary of Wygant Road at the intersection of said road boundary with the easterly boundary of lands of "Consolidated Rail Corporation";

THENCE North 17 degrees 14 minutes 37 seconds West along said railroad lands, a distance of 500.00 feet to a point;

THENCE North 81 degrees 46 minutes 16 seconds East, a distance of 210.00 feet to a point;

THENCE South 17 degrees 14 minutes 37 seconds East, a distance of 500.00 feet to at point on the aforesaid boundary of Wygant Road;

THENCE South 81 degrees 46 minutes 16 seconds West, along said road boundary a distance of 210.00 feet to the point or place of BEGINNING.

The above Parcels being and intended to be the same premises described in a certain deed from Collins Tuttle and Company, Inc. to Horseheads Commercial Development Partners dated August 30, 1989 and recorded September 15, 1989 in Liber 820 of deeds at page 226.

Premises described per deed Liber 794 cp 229:

ALL those piece or parcels of land situate in the Village of Horseheads, County of Chemung, and State of New York, bounded and described as follows:

BEGINNING at the intersection of the southerly edge of 5th Street with the westerly edge of "A" Street;

THENCE North 17 degrees 14 minutes 37 seconds West along the said westerly edge of "A" Street, and its extension northerly a distance of 5.544.40 feet to a point on the northerly edge of the access drive running southerly from Wygant Road;

THENCE South 67 degrees 12 minutes 30 seconds East, a distance of 201.61 feet to a point on the northerly edge of said access drive;

THENCE North 56 degrees 57 minutes 00 seconds East, a distance of 93.00 feet to a point;

THENCE South 37 degrees 53 minutes 00 seconds East a distance of 165.00 feet to a point on the easterly edge of said access drive;

THENCE North 72 degrees 45 minutes 23 seconds East a distance of 105.00 feet to a point;

THENCE South 17 degrees 14 minutes 37 seconds East, a distance of 335.00 feet to a point on the northerly edge of 1st Street;

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THENCE North 72 degrees 45 minutes 23 seconds East, along the said northerly edge of 1st Street, a distance of 225.00 feet to a point on the westerly edge of "C" Street;

THENCE South 17 degrees 14 minutes 37 seconds East along the said easterly edge of "C" Street, a distance of 1,104.04 feet to a point on the northerly edge of 2nd Street;

THENCE North 72 degrees 45 minutes 23 seconds East, along the said northerly edge of 2nd Street, a distance of 399.40 feet to a point;

THENCE South 17 degrees 14 minutes 37 seconds East, a distance of 1,059.12 feet to a point;

THENCE South 27 degrees 40 minutes 53 seconds West, a distance of 565.58 feet to a point on the easterly edge of "C" Street;

THENCE South 17 degrees 14 minutes 37 seconds East along the said easterly edge of "C" Street, a distance of 1,337.03 feet to a point;

THENCE North 72 degrees 45 minutes 23 seconds East a distance of 457.15 feet to a point;

THENCE South 17 degrees 14 minutes 37 seconds East a distance of 319.00 feet to a point;

THENCE North 72 degrees 45 minutes 23 seconds East a distance of 350.00 feet to a point on the easterly edge of "E" Street;

THENCE South 17 degrees 14 minutes 37 seconds East, a distance of 731.00 feet to a point on the southerly edge of 5th Street;

THENCE South 72 degrees 45 minutes 23 seconds West, a distance of 1,439.15 feet to the point of BEGINNING.

BEGINNING at a point on the westerly boundary of the Ithaca Road at its intersection with the northerly boundary lands conveyed to Webster Industries, Inc. by deed recorded in the Chemung County Clerk's Office in Liber 389 at page 366;

THENCE North 83 degrees 08 minutes 27 seconds West along said northerly line of said conveyance and its prolongation, a distance of 170.40 feet to a point;

THENCE North 6 degrees 51 minutes 33 seconds East, a distance of 125.00 Feet to a point;

THENCE South 83 degrees 08 minutes 27 seconds East, a distance of 170.40 feet to a point on said westerly boundary of Ithaca Road;

THENCE South 6 degrees 51 minutes 33 seconds West, along said highway a distance of 125.00 feet to the point of beginning.

Together with the rights of ingress and egress, in common with others, over the northerly extension of "A" Street as presently located, from the hereinabove described Parcel 1 to Wygant Road. Also
together with rights of ingress and egress in common with others, over the southerly extension of said "A" Street, as presently located, extending southerly and southwesterly a total of about 1,200 feet from the heretofore described Parcel 1 to North Main Street.

ALL that piece or parcel of land situate in the Town of Horseheads, County of Chemung, and State of New York, bounded and described as follows:

COMMENCING at an iron pipe found in the westerly boundary of Ithaca Road at the northeasterly corner of lands now or formerly "Horseheads Associates" (Liber 636, Page 358), and now or formerly occupied by "Superior Tire of Horseheads, Inc."

THENCE North 6 degrees 51 minutes 33 seconds East, along said highway boundary, a distance of 116.73 feet to an iron pipe set in said highway boundary, being the point of beginning;

THENCE through the lands of "Papock and Tuttle" (Liber 633, Page 465) the following 3 courses and distances:

1. North 83 degrees 08 minutes 27 seconds West, a distance of 170.40 feet to an iron pipe set;
2. North 10 degrees 50 minutes 26 seconds East, a distance of 274.00 feet to an iron pipe set;
3. South 78 degrees 48 minutes 51 seconds East, a distance of 160.05 feet to an iron pipe set in said westerly boundary of Ithaca Road;

THENCE along said highway boundary the following (2) courses and distances;

(1) South 11 degrees 11 minutes 10 seconds West, a distance of 108.99 feet to an iron pin found;
(2) South 06 degrees 51 minutes 33 seconds West, a distance of 152.59 feet to the point or place of BEGINNING.

Together with the rights of ingress and egress, in common with others over the northerly extension of "A" Street as presently located, from the heretofore described Parcel 1 to Wygant Road.

Also together with rights of ingress and egress, in common with others, over the southerly extension of said "A" Street, as presently located, extending southerly and southwesterly a total of about 1,200 feet from the heretofore described Parcel 1 to North Main Street.

ALL those pieces or parcel of land situate in the Village of Horseheads, County of Chemung, and State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly boundary of North Main Street, said point being located 268.00 feet distance northerly as measured along said northeasterly boundary from its intersection with the northerly boundary of Consolidated Rail Corporation;

THENCE North 37 degrees 47 minutes 17 seconds West, along said northeasterly boundary of North Main Street, a distance of 185.00 feet to a point;

THENCE North 52 degrees 12 minutes 43 seconds East, a distance of 48.00 feet to a point.

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THENCE South 37 degrees 47 minutes 17 seconds East, a distance of 185.00 Feet to a point;

THENCE South 52 degrees 12 minutes 43 seconds West, a distance of 48.00 feet to the point or place of BEGINNING.

BEGINNING at an iron pin on the southerly boundary of 4th Street at the northeasterly corner of lands now or formerly of "Chemung County Industrial Development Agency" (Liber 693, Page 919);

THENCE North 72 degrees 45 minutes 23 seconds East, along the aforementioned Street boundary, passing through an iron pin 245.15 feet distant and crossing "E" Street, a total distance of 295.15 feet to an iron pin;

THENCE South 17 degrees 14 minutes 37 seconds East, along the easterly side of "E" Street, a distance of 348.00 feet to an iron pin at the northwesterly corner of lands now or formerly of "Chemung County Industrial Development Agency" (Liber 690, Page 1149);

THENCE continuing South 17 degrees 14 minutes 37 seconds East along the westerly boundary of said "Chemung County Industrial Development Agency" Lands a distance of 503.00 feet to an iron pin;

THENCE South 72 degrees 45 minutes 23 seconds West, a distance of 10.00 feet to a northeasterly corner of lands now of formerly of "Horseheads Industrial Realty Associates, Ltd" (Liber 665, Page 475 & 487);

THENCE along the boundary of the last mentioned lands the following (2) courses and distances:

1. South 72 degrees 45 minutes 23 seconds West, passing through an iron pro at 40.00 feet, a total distance of 350.00, feet to an iron pin;

2. North 17 degrees 14 minutes 37 seconds West, a distance of 319.00 feet to an iron pin on the southerly boundary of the aforementioned lands of "Chemung County Industrial Development Agency" (Liber 693, Page 919);

THENCE along the last mentioned lands the following (2) courses and distances:

1. North 72 degrees 45 minutes 23 seconds East a distance of 64.85 feet to an iron pin;
2. North 17 degrees 14 minutes 37 seconds West, a distance of 530.00 feet to the point or place of BEGINNING.

The above Parcels being and intended to be the same premises as described in a certain deed from Horseheads Industrial Realty Associates to Horseheads Commercial Development Partners dated September 1, 1988 and recorded September 14, 1988 in Liber 794 of deeds at page 229.

Premises described per deed Liber 794 cp 236

ALL that piece or parcel of land situate in the Village and Town of Horseheads, County of Chemung,
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and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the said southerly edge of 5th Street with the westerly edge of A Street;

THENCE South 72 degrees 45 minutes 23 seconds West a distance of 100 feet to a point;

THENCE North 17 degrees 14 minutes 37 seconds West a distance of 5,544.40 feet to a point;

THENCE North 72 degrees 45 minutes 23 seconds East a distance of 100.00 feet to a point;

THENCE South 17 degrees 14 minutes 37 seconds East a distance of 5,544.40 feet to the point or place of BEGINNING.

The above parcel being and intended to be the same premises described in a certain deed from Horseheads Industrial Realty Associates to Horseheads Commercial Development Partners dated September 1, 1988 and recorded September 14, 1988 in Liber 794 of deeds at page 236.

EXCEPTING AND EXCLUDING from the above premises as described in deed Liber 820 cp 228, Liber 794 cp 229 and Liber 794 cp 236 noted above the following parcels:

Excepted and Excluded Parcel (Liber 843 cp 201):

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village and Town of Horseheads, County of Chemung, State of New York, being more particularly bounded and described as follows:

BEGINNING at a railroad spike found on the westerly boundary of Ithaca Road at the southeasterly corner of a parcel of land described in Liber 794 of Deeds at page 229, (see Parcel 111 therein);

THENCE North 83 degrees 08 minutes 27 seconds West, along the southerly boundary thereof, 170.40 feet to an iron pin found;

THENCE North 10 degrees 50 minutes 29 seconds East, a distance of 274.01 feet to the northwesterly corner thereof;

THENCE North 00 degrees 29 minutes 12 seconds West, a distance of 307.76 feet to a point at the southwesterly corner of lands now or formerly of "Hansen" (See Liber 651 Deeds page 1079);

THENCE South 87 degrees 41 minutes 23 seconds East, along the last mentioned lands, 225.01 feet to a point on said easterly boundary of Ithaca Road;

THENCE South 11 degrees 11 minutes 10 seconds West, along Ithaca road, 445.10 feet to an angle point therein;

THENCE South 06 degrees 51 minutes 33 seconds West, continuing along Ithaca Road, 152.59 feet to the point and place of BEGINNING.

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Being and intended to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Douglas B. Walborn and Penny L. Kinsman dated 8/22/90 and recorded 8/28/90 in Liber 843 cp 201.

Excepting and Excluded Parcel (Liber 845 cp 190):

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at a point in the northerly boundary of 1st Street in the Horseheads Industrial Center at the intersecting of said street boundary with the division line between lands of the "Town of Horsehead" (Liber 674, page 667) on the east and lands of the "Chemung County Industrial Development Agency" (Liber 622, Page 246) on the west;

THENCE North 72 degrees 42 minutes 20 seconds East, along the southerly boundary of said "Town of Horsehead" lands, a distance of 327.31 feet to an iron pin;

THENCE South 17 degrees 17 minutes 40 seconds East, crossing 1st Street and along the westerly boundary of "E" Street, a distance of 668.73 feet to an iron pin;

THENCE South 72 degrees 45 minutes 23 seconds West, passing through lands of the "Horseheads Commercial Development Partners" (Liber 82 Page 228) and along the northerly boundary of land of "Browne" (Liber 791, Page 195) a distance of 771.17 feet to an iron pin in "C" Street;

THENCE North 17 degrees 14 minutes 37 seconds West, along said "C" Street and crossing the aforementioned 1st Street, a distance of 668.44 feet to an iron pin at the southwest corner of lands of the aforesaid "Chemung County Industrial Development Agency (C.C.I.D.A.)

THENCE North 72 degrees 45 minutes 23 seconds East, along the southerly boundary of said "C.C.I.D.A." a distance of 443.27 feet to the point or place of BEGINNING.

Being and intended to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Sysco Corporation dated 9/19/90 and recorded 9/26/90 in Liber 845 cp 190.

Excepting and Excluded Parcel (Fiche 138 page 39d):

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at an iron pin set North 83 degrees 08 minutes 27 seconds West, 30.17 feet from an iron pin on the easterly side of a private drive known as 8th Street, and also being 49.69 feet distant, measured on the same course, from the southwesterly corner of lands now or formerly of "Walborn and Kinsman" (see Liber 143 of Deeds at Page 201) and a total distance of 220.09 feet from an iron pin found on the westerly boundary of Ithaca Road;

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THENCE along said private drive, the following two (2) courses and distances:

1. South 12 degrees 54 minutes 54 seconds West, a distance of 207.98 feet to a point of curvature;

2. Southerly on a curve to the right with a radius of 73.25 feet, an arc distance of 80.12 feet (producing a chord of South 44 degrees 17 minutes 19 seconds West, 76.18 feet) to an iron pin set;

THENCE North 69 degrees 00 minutes 00 seconds West, a distance of 161.44 feet to an iron pin set;

THENCE North 18 degrees 00 minutes 00 seconds East, a distance of 232.25 feet to an iron pin set;

THENCE South 63 degrees 08 minutes 27 seconds East, a distance of 179.91 feet to the point or place of BEGINNING.

Being and intended to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Ronald L. Parmenter and Donita M. Parmenter dated 5/1/92 and recorded 5/1/92 in Fiche 138 page 39d.

EXCEPTED AND EXCLUDED PARCEL (FICHE 138 PAGE 44D):

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at an iron pin set on the westerly boundary of Ithaca Road, at its intersection with the corporate limit of said Village of Horseheads;

THENCE South 06 degrees 51 minutes 31 seconds West, along said Ithaca Road, 125.00 feet to an iron pin found at the northeasterly corner of a parcel of land now or formerly of "Webster Industries, Inc." (see Liber 389 of Deeds Page 366):

THENCE along said lands of "Webster Industries, Inc.", the following three (3) courses and distance:

1. North 83 degrees 06 minutes 27 seconds West, 100.00 feet to an iron pin found;
2. South 08 degrees 51 minutes 33 seconds West, 20.00 feet to an iron pin found;
3. South 83 degrees 08 minutes 27 seconds East, 100.00 feet to an iron pin found on said westerly boundary of Ithaca Road;

THENCE South 06 degrees 51 minutes 33 seconds West, along Ithaca Road, 32.39 feet to an iron pin found;

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THENCE North 87 degrees 11 minutes 27 seconds West, continuing along Ithaca Road, 8.00 feet to an iron pin found;

THENCE through lands of grantor, the following seven (7) courses and distances:

1. North 83 degrees 08 minutes 27 seconds West, a distance of 164.40 feet to an iron pin set;
2. North 29 degrees 13 minutes 51 seconds West, a distance of 41.77 feet to a point;
3. North 09 degrees 38 minutes 57 seconds West, a distance of 53.18 feet to a point on the easterly edge of a 30 foot wide private drive known as 6th Street;
4. North 12 degrees 54 minutes 54 seconds East, a distance of 211.12 feet to an iron pin set;
5. South 83 degrees 08 minutes 27 seconds East, a distance of 19.52 feet (crossing the corporation limit of the Village of Horseheads) to a point 0.25 feet southerly and 0.11 feet westerly of an iron pin found; being the southwesterly corner of lands now or formerly of "Walborn and Kinsman";
6. THENCE South 06 degrees 51 minutes 33 seconds West, a distance of 116.73 feet to a point 0.28 feet southerly and 0.08 feet westerly from an iron pin found;
7. South 83 degrees 08 minutes 27 seconds East, along said corporate Limit, 170.40 feet to the point or place of beginning;

Being and intended to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Ronald L. Parmenter and Donita M. Parmenter dated 5/1/92 and recorded 5/1/92 in Fiche 138 page 44d.

EXCEPTED AND EXCLUDED PARCEL (FICHE 138 PAGE 49D):

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at an iron pin found on the westerly boundary of Ithaca Road, at the southeasterly corner of lands now or formerly owned by "Walborn and Kinsman" (see Liber 843 of Deeds, Page 201);

THENCE South 06 degrees 51 minutes 33 seconds West, along said Ithaca Road, 116.73 feet to an iron pin set on the northerly corporate limit of the Village of Horseheads;

THENCE North 83 degrees 08 minutes 27 seconds West, along said corporate limit, 170.40 feet to a point 0.28 feet southerly and 0.08 feet westerly from an iron pin found;

THENCE North 06 degrees 51 minutes 33 seconds East, a distance of 116.73 feet to the southwesterly corner of said "Walborn and Kinsman" lands, being 0.25 feet southerly and 0.11 feet distant westerly from an iron pin found;

THENCE South 83 degrees 08 minutes 27 seconds East, along the last mentioned lands, 170.40 feet to the point or place of BEGINNING.

Being and intended to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Ronald L. Parmenter and Donita M. Parmenter dated 5/1/92 and recorded 5/1/92 in Fiche 138 page 44d.

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Order No: M-052047
Date: September 12, 2011
EXCEPTING AND EXCLUDED PARCEL (FICHE 138 PAGE 52):

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Village of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at an iron pin found on the westerly boundary of the Ithaca Road at the northeasterly corner of lands of "Sullivan" (see Liber 803 Deeds, Page 91-93);

THENCE North 86 degrees 18 minutes 21 seconds West, along said lands 266.95 feet to an iron pin set at the northwesterly corner of said adjacent lands;

THENCE North 79 degrees 42 minutes 05 seconds West, through lands of grantor, 523.77 feet to a point at the southeasterly corner of lands now or formerly of "Tioga Ready Mix Concrete Corp." (see Liber 648 Deeds, Page 779);

THENCE North 13 degrees 54 minutes 11 seconds East, along the last mentioned lands, 415.60 feet to an iron pin found on the southerly side of a private roadway sometimes referred to as 6th Street;

THENCE along the southerly side of said private roadway, the following three (3) courses and distances:

1. South 79 degrees 43 minutes 05 seconds East, a distance of 164.39 feet to an iron pin set;
2. South 66 degrees 57 minutes 43 seconds East, a distance of 276.39 feet to an iron pin set;
3. South 88 degrees 12 minutes 12 seconds East, a distance of 135.00 feet to an iron pin found;

THENCE South 83 degrees 08 minutes 27 seconds East, along the southerly boundary of a parcel of land recently proposed to be conveyed to "Parmenter" and known as parcel A-1, 164.49 feet to an iron pin found on the westerly boundary of said Ithaca Road;

THENCE along Ithaca Road, the following three (3) courses and distances:

1. South 06 degrees 51 minutes 33 seconds West, a distance of 165.48 feet to an iron pin found;
2. South 87 degrees 11 minutes 27 seconds East, a distance of 8.00 feet to an iron pin found;
3. South 06 degrees 51 minutes 33 seconds West, a distance of 188.76 feet to the point or place of BEGINNING;

Being and intended to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Bentley-Trimball American Legion Post 442 dated 5/1/92 and recorded 5/1/92 in Fiche 138 page 52d.

EXCEPTED AND EXCLUDED PARCEL (FICHE 144 PAGE 63d):

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Order No. M-052047
Date: September 12, 2011

STAMP ITEMNUMBER
FIDELITY NATIONAL TITLE INSURANCE COMPANY
Issued by
SNEERINGER MONAHAN PROVOST REDGRAVE
TITLE AGENCY, INC.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at an iron pin set on the westerly boundary of Ithaca Road, 40.57 feet distant northerly from an iron pin found at the northeast corner of lands now or formerly of "Hanson" (see Liber 651 of Deeds, Page 1079);

THENCE North 88 degrees 28 minutes 51 seconds West, parallel to an 40.00 feet northerly from said lands of "Hanson", along the northerly side of a drive heretofore known as 5th Street (a private roadway now or formerly serving the industrial center) 122.81 feet to an iron pin set under an existing fence and 4 feet northerly from its southerly terminus;

THENCE North 09 degrees 14 minutes 27 seconds East, generally along said fence, 245.42 feet to a point 0.96 feet southerly and 0.37 feet easterly from an iron pin found at an angle point in lands now or formerly of "Campbell" (see Liber 682 of Deeds, Page 341);

THENCE North 89 degrees 25 minutes 43 seconds East, along the last mentioned lands, 132.17 feet to a point 0.13 feet southerly from the center of an iron bolt found;

THENCE South 11 degrees 11 minutes 10 seconds West, along said Ithaca Road, 251.58 feet to the point or place of BEGINNING;

Being and intending to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Thomas G. Holden and Kathleen E. Holden dated 5/18/92 and recorded 5/20/92 in Fiche 144 page 63d.

EXCEPTED AND EXCLUDED PARCEL (FICHE 698 PAGE 9D):

ALL that tract or parcel of land situated in the Village of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at an iron pine, situate North 72 degrees 45 minutes 23 seconds East, a distance of 12.00 feet from the southwesterly corner of a 33.706 acre tract of land conveyed to Collins, Tuttle & Company, Inc., as the third parcel in a deed recorded in Liber 665 of Deeds at Page 461 in the Chemung County Clerk's Office;

THENCE North 17 degrees 14 minutes 37 seconds West, parallel to an 25 feet distance of easterly from the center line of "C" Street and crossing Fourth Street, a distance of 1093.00 to an iron pin set;

THENCE North 72 degrees 45 minutes 23 seconds East, through lands of the Horseheads Commercial Development Partners, a distance of 510.00 feet to an iron pin set;

THENCE South 17 degrees 14 minutes 37 seconds East, through lands of the Horseheads Commercial Development Partners and crossing Fourth Street, a distance of 563.00 feet to a PK nail set;

THENCE continuing South 17 degrees 14 minutes 37 seconds East, along the West line of lands of

Schedule A Description : Page 1601 23
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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Issued by SNEELINGER MONAHAN PROVOST REDGRAVE
TITLE AGENCY, INC.

the Horseheads Commercial Development Partners, a distance of 530.00 feet to an iron pin found;

THENCE South 72 degrees 45 minutes 29 seconds West through an iron pin found at a distance of 64.85 feet, a total distance of 810.00 feet to the point or place of beginning;

Containing 12.797 acres of land more or less;

Together with a 10 foot wide right-of-way for water main installation and maintenance, bounded and described as follows:

BEGINNING at an iron pin set in the easterly boundary of "C" Street at the northwesterly corner of the above-described parcel of land;

THENCE North 17 degrees 14 minutes 37 seconds West, along said easterly boundary of "C" Street a distance of 10 feet to a point;

THENCE passing through lands of Horseheads Commercial Development Partners (Liber S20, Page 228) the following two (2) courses:

(1) North 72 degrees 45 minutes 23 seconds East, a distance of 520.00 feet to a point;

(2) South 17 degrees 14 minutes 37 seconds East, a distance of 573.00 feet to a point in the southerly boundary of Fourth Street;

THENCE South 72 degrees 48 minutes 23 seconds West, along said southerly boundary of Fourth Street, a distance of 10 feet to a PK nail set in the easterly boundary of the above-described parcel;

THENCE North 17 degrees 14 minutes 37 seconds East, a distance of 563.00 feet to an iron pin set at the northeasterly corner thereof;

THENCE South 72 degrees 45 minutes 23 seconds West, along the northerly boundary of the above-described parcel a distance of 518.00 feet to the point or place of BEGINNING.

Being and intended to be the same premises described in a certain deed from Horseheads Commercial Development Partners to Thomas and Betts Corporation dated 2/1/97 and recorded 4/22/97 in Fiche 698 Page 9d.

THE ABOVE PREMISES ARE ALSO BOUNDED AND DESCRIBED AS THE FOLLOWING PARCELS I AND II:

PARCEL I

ALL that plot, piece or parcel of land, with the buildings and improvements thereon erected, lying, being and situate in the Village and Town of Horseheads, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at the intersection of the southerly line of Wygant Road and the westerly line of Ridge Road;

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Order No. M-052047
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RUNNING THENCE southerly along the westerly side of said Ridge Road South 13 degrees 08 minutes 33 seconds West, a distance of 186.26 feet and South 00 degrees 31 minutes 07 seconds West, a distance of 169.27 feet to the northerly line of land now or formerly of Blue Skies Day Care, Inc.;

RUNNING THENCE westerly, southerly and easterly along said land the following courses and distances:

North 89 degrees 28 minutes 53 seconds West, a distance of 200.00 feet; South 00 degrees 31 minutes 07 seconds West, a distance of 100.00 feet; and South 89 degrees 28 minutes 53 seconds East, a distance of 200.00 feet to the westerly side of said Ridge Road;

RUNNING THENCE southerly along said road, South 00 degrees 31 minutes 07 seconds West, a distance of 704.36 feet and South 00 degrees 31 minutes 07 seconds West, a distance of 844.09 feet to the dividing line between the Village of Horseheads and the Town of Horseheads;

RUNNING THENCE along said line the following courses and distances:

South 25 degrees 52 minutes 14 seconds West, a distance of 952.51 feet; South 01 degrees 27 minutes 49 seconds East, a distance of 863.70 feet; South 10 degrees 04 minutes 19 seconds West, a distance of 220.00 feet; and South 74 degrees 55 minutes 41 seconds East, a distance of 200.00 feet to the westerly side of Ithaca Road;

RUNNING THENCE southerly along the westerly line of Ithaca Road, South 15 degrees 04 minutes 19 seconds West, a distance of 50.00 feet to a point;

RUNNING THENCE westerly and partially along land now or formerly of Impson, North 74 degrees 55 minutes 41 seconds West, a distance of 422.00 feet to the westerly line of land now or formerly of said Impson;

RUNNING THENCE southerly and easterly along said land, South 15 degrees 04 minutes 19 seconds West, a distance of 360.00 feet and North 75 degrees 41 minutes 23 seconds East, a distance of 254.77 feet to a point;

RUNNING THENCE southerly and parallel to the westerly line of said Ithaca Road the following courses and distances:

South 15 degrees 04 minutes 19 seconds West, a distance of 58.10 feet; South 18 degrees 37 minutes 42 seconds West, a distance of 657.06 feet; and South 24 degrees 05 minutes 21 seconds East, a distance of 180.00 feet to the westerly line of land now or formerly of Holden;

RUNNING THENCE southerly and easterly along said lands, South 09 degrees 14 minutes 27 seconds West, a distance of 245.42 feet and South 88 degrees 28 minutes 51 seconds East, a
FIDELITY NATIONAL TITLE INSURANCE COMPANY

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distance of 122.81 feet to the westerly side of said Ithaca Road;

RUNNING THENCE southerly along the westerly side of said road South 11 degrees 11 minutes 10 seconds West, a distance of 40.58 feet to the northerly line of land now or formerly of Hansen;

THENCE along side northerly lines of land now or formerly of Hansen North 88 degrees 28 minutes 51 seconds West a distance of 243.19 feet;

RUNNING THENCE southerly along said lands and continuing along lands now or formerly of Walburn, Kingsman, Parmenter and Bentley-Trumbell American Legion Post 442 the following courses and distances:

South 07 degrees 42 minutes 10 seconds West, a distance of 286.75 feet;
South 00 degrees 29 minutes 12 seconds East, a distance of 307.76 feet;
South 10 degrees 50 minutes 29 seconds West, a distance of 274.01 feet;
North 83 degrees 08 minutes 27 seconds West, a distance of 19.52 feet;
South 12 degrees 54 minutes 54 seconds West, a distance of 211.12 feet;
South 09 degrees 38 minutes 57 seconds East, a distance of 53.18 feet;
South 29 degrees 13 minutes 51 seconds East, a distance of 41.77 feet;
North 88 degrees 12 minutes 12 seconds West, a distance of 135.00 feet;
North 66 degrees 57 minutes 42 seconds West, a distance of 278.39 feet; and
North 79 degrees 43 minutes 05 seconds West, a distance of 164.39 feet to the easterly line of land now or formerly of
S.R. Dewitt, Inc.;

RUNNING THENCE westerly, southerly and easterly along said land, North 89 degrees 46 minutes 10 seconds West, a distance of 214.07 feet, South 13 degrees 54 minutes 11 seconds West a distance of 365.00 feet and South 76 degrees 05 minutes 49 seconds East, a distance of 208.00 feet to the westerly line of lands now or formerly of Bentley-Trumbell American Legion Post 442;

RUNNING THENCE along said land, South 79 degrees 42 minutes 05 seconds East, a distance of 523.77 feet to land now or formerly of Sullivan;

RUNNING THENCE along said land now or formerly of Sullivan the following courses and distances:

South 56 degrees 45 minutes 42 seconds West, a distance of 608.22 feet;
South 22 degrees 48 minutes 01 seconds West, a distance of 300.62 feet;
South 24 degrees 28 minutes 06 seconds East, a distance of 207.08 feet; and
South 47 degrees 54 minutes 47 seconds East, a distance of 48.85 feet to land now or formerly of the Village of Horseheads;

RUNNING THENCE along said lands now or formerly of the Village of Horseheads the following courses and distances:

South 47 degrees 24 minutes 38 seconds West, a distance of 202.50 feet;
North 03 degrees 39 minutes 06 seconds West, a distance of 272.47 feet;
North 42 degrees 39 minutes 02 seconds West, a distance of 130.00 feet;
South 52 degrees 12 minutes 43 seconds West, a distance of 176.24 feet;
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South 37 degrees 47 minutes 17 seconds East, a distance of 93.97 feet; and
South 52 degrees 12 minutes 43 seconds West, a distance of 48.00 feet to the northeasterly side of
North Main Street;

RUNNING THENCE northwesterly along the northeasterly side of said street the following courses
and distances:

North 37 degrees 47 minutes 17 seconds West, a distance of 314.00 feet;
North 31 degrees 00 minutes 18 seconds West, a distance of 152.54 feet;
North 30 degrees 46 minutes 35 seconds West, a distance of 301.02 feet; and
North 37 degrees 12 minutes 59 seconds West, a distance of 149.31 feet to lands now or formerly of
Chemung Co. Federation of Sportsman’s Clubs, Inc.;

RUNNING THENCE along said land the following courses and distances:

South 84 degrees 40 minutes 09 seconds East, a distance of 100.96 feet;
North 03 degrees 35 minutes 03 seconds East, a distance of 223.40 feet;
North 06 degrees 36 minutes 11 seconds East, a distance of 289.69 feet;
North 06 degrees 27 minutes 01 seconds West, a distance of 501.70 feet;
North 17 degrees 14 minutes 37 seconds West, a distance of 3363.81 feet;
South 72 degrees 45 minutes 23 seconds West, a distance of 110.00 feet;
North 17 degrees 14 minutes 37 seconds West, a distance of 450.00 feet;
North 14 degrees 00 minutes 44 seconds West, a distance of 763.19 feet;
North 17 degrees 09 minutes 50 seconds West, a distance of 987.53 feet; and
North 27 degrees 13 minutes 31 seconds West, a distance of 215.72 feet;
North 42 degrees 29 minutes 06 Seconds West, a distance of 399.54 feet to the southerly side of
Wygant Road;

RUNNING THENCE easterly along the southerly side of said road, North 81 degrees 46 minutes 16
seconds East, a distance of 388.17 feet and North 81 degrees 25 minutes 58 seconds East, a
distance of 619.09 feet to the easterly line of lands now or formerly of Brian Bennett and James
McMillon;

RUNNING THENCE along said lands and continuing along lands now or formerly of Bottling Group,
LLC and Browne the following courses and distances:

South 17 degrees 14 minutes 37 seconds East, a distance of 334.71 feet;
North 80 degrees 38 minutes 23 seconds East, a distance of 10.10 feet;
South 17 degrees 14 minutes 37 seconds East, a distance of 581.22 feet;
South 17 degrees 14 minutes 37 seconds East, a distance of 1104.04 feet;
North 72 degrees 45 minutes 23 seconds East, a distance of 400.00 feet;
North 17 degrees 14 minutes 37 seconds West, a distance of 435.60 feet;
North 72 degrees 45 minutes 23 seconds East, a distance of 371.17 feet; and
North 17 degrees 17 minutes 40 seconds West, a distance of 568.73 feet to land now or formerly of
the Town of Horseheads;

RUNNING THENCE along said land now or formerly of the Town of Horseheads the following
courses and distances:

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North 72 degrees 42 minutes 20 seconds East, a distance of 50.00 feet;
South 17 degrees 17 minutes 40 seconds East, a distance of 1135.29 feet;
North 72 degrees 42 minutes 20 seconds East, a distance of 1056.75 feet; and
North 00 degrees 38 minutes 14 seconds West, a distance of 1440.08 feet to the southerly side of
Wygant Road;

RUNNING THENCE easterly along the southerly side of said road, North 89 degrees 21 minutes 46
seconds East, a distance of 1079.80 feet to the point or place of beginning.

Together with the benefits and subject to the burdens of a certain Easement Agreement between
Horseheads Industrial Realty Associates, Collins Tuttle and Company, Inc., Wylie Tuttle and Herbert
Papock dated 12/1/78 and recorded 12/21/78 in Liber 665 cp 423.

LESS and EXCEPTING the following three (3) parcels of land, Parcel A, Parcel B, Parcel C:

PARCEL A

Lands now or formerly of "Chemung County Industrial Development Agency" (Liber 690, Page
1149), bounded and described as follows:

COMMENCING at the southwesterly corner of the aforesaid lands of "Clark" (Liber 802, Page 126);

THENCE North 65 degrees 42 minutes 44 seconds West, through the herein above described lands
a distance of 234.13 feet to the point of BEGINNING of this description;

THENCE South 17 degrees 14 minutes 40 seconds East, a distance of 700.00 feet to a point;

THENCE South 72 degrees 45 minutes 20 seconds West, a distance of 300.00 feet to a point in the
easterly line of "E" Street;

THENCE North 17 degrees 14 minutes 40 seconds West, along said line of "E" Street a distance of
700.00 feet to a point;

THENCE North 72 degrees 45 minutes 20 seconds East, a distance of 300.00 feet to the point or
place of BEGINNING.

PARCEL B

Other lands now or formerly of "Chemung County Industrial Development Agency" (Fiche 696-24d),
bounded and described as follows:

COMMENCING at the southwesterly corner of lands now or formerly of Impson (Fiche 519-51d);

THENCE North 65 degrees 42 minutes 44 seconds West, through the herein above described lands
of "Horseheads Commercial Development Partners", a distance of 234.13 feet to the northeasterly
corner of the herein above described lands of "Chemung County Industrial Development Agency"
(Liber 690, Page 1149);

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THENCE South 72 degrees 45 minutes 20 seconds West, along the northerly line of said lands described in Liber 690, Page 1149, a distance of 300.00 feet to a point in the aforesaid easterly line of “E” Street;

THENCE South 17 degrees 14 minutes 40 seconds East, along said line of “E” Street a distance of 503.00 feet to a point;

THENCE South 72 degrees 45 minutes 20 seconds West, a distance of 350.00 feet and North 17 degrees 14 minutes 40 seconds West, a distance of 319.00 feet to the point of BEGINNING in the description;

THENCE North 72 degrees 45 minutes 20 seconds East, a distance of 52.85 feet to a point;
THENCE North 17 degrees 14 minutes 40 seconds West, a distance of 1093.00 feet to a point;
THENCE South 72 degrees 45 minutes 20 seconds West, a distance of 51.00 feet to a point;
THENCE South 17 degrees 14 minutes 40 seconds East, a distance of 1093.00 feet to a point;
THENCE North 72 degrees 45 minutes 20 seconds East, a distance of 457.15 feet to the point or place of BEGINNING.

PARCEL C

Land now or formerly of "Parmentier" (Fiche 138-398d) bounded and described as follows:

BEGINNING on the westerly side of 6th Street distant North 83 degrees 08 minutes 27 seconds West, a distance of 49.69 feet from the southwesterly corner of lands now or formerly of Walborn & Kinsman (Liber 843 Page 201);

RUNNING THENCE North 83 degrees 08 minutes 27 seconds West, a distance of 179.91 feet to a point;
RUNNING THENCE South 17 degrees 59 minutes 57 seconds West, a distance of 232.25 feet to a point;
RUNNING THENCE South 89 degrees 00 minutes 03 seconds East, a distance of 16.44 feet to a point;
THENCE on a curve to the left with a radius of 73.25 feet and producing a chord of North 44 degrees 17 minutes 08 seconds East, 76.18 feet, an arc distance of 80.11 feet to a point;
THENCE North 12 degrees 54 minutes 51 seconds East, a distance of 207.98 feet to the point or place of BEGINNING.

PARCEL II

ALL that plot, piece or parcel of land, with the buildings and improvements thereon erected, lying, being and situate in the Town of Horseheads, County of Chemung, and State of New York, bounded and described as follows:

BEGINNING at a point in the northerly boundary of Wygant Road at the intersection of said road boundary with the easterly boundary of lands of "Consolidated Rail Corporation";
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TITLE AGENCY, INC.

THENCE North 17 degrees 14 minutes 37 seconds West along said railroad lands, a distance of 500.00 feet to a point;
THENCE North 81 degrees 46 minutes 16 seconds East, a distance of 210.00 feet to a point;
THENCE South 17 degrees 14 minutes 37 seconds East, a distance of 500.00 feet to a point on the aforesaid boundary of Wygant Road;
THENCE on a curve to the left with a radius of 73.25 feet and producing a chord of North 44 degrees 17 minutes 06 seconds East, 76.18 feet, an arc distance of 80.11 feet to a point;
THENCE South 81 degrees 46 minutes 16 seconds West, along said road boundary a distance of 210.00 feet to the point or place of BEGINNING.

EXCEPTING AND RESERVING the premises conveyed by the following deeds:


2. Deed from The Center at Horseheads, LLC to West Brothers Construction Company dated June 5, 2008 recorded June 9, 2008 in Control No. 200806090014.

3. Deed from The Center at Horseheads, LLC to Kayden Industries (USA) dated as of November 17, 2008 recorded November 26, 2008 in Control No. 200811260055.

4. Deed from The Center at Horseheads, LLC to Schlumberger Technology Corporation dated as of January 16, 2008 recorded January 26, 2009 in Control No. 200901260067.

5. Deed from The Center at Horseheads, LLC to Chemung County Industrial Development Agency dated January 5, 2009 recorded January 30, 2009 in Control No. 200901300011.
EXHIBIT B

DETOUR ROUTE HIGHLIGHTED IN YELLOW

DETOUR ROUTE
STA DE 10+00 TO STA DE 47+32

NOTES:
1. SHOULDER BACKUP A.O.B.E. STA DE 10+00 THROUGH STA DE 47+32 NOT TO EXCEED 150 TON.
2. ITEMS ALREADY IN THE CONTRACT TO BE PAID AT CONTRACT PRICES.
3. DETOUR ROUTE STA DE 10+00 TO STA DE 47+32 TO BE ACTIVE FOR A MAXIMUM OF 90 DAYS. CONTRACTOR SHALL COORDINATE WITH HORSEHEADS REAL PROPERTY IN ADVANCE OF MAKING IMPROVEMENTS TO THE ROUTE. ALL IMPROVEMENTS TO BE COMPLETED PRIOR TO USE.

ITEM NO. | DESCRIPTION | UNIT | QUANTITY
--- | --- | --- | ---
404.000011 | PLANT PRODUCTION QUALITY ADJUSTMENT TO KWA ITEMS | QU | 35
404.000021 | 5" FT COARSE KWA, ADJ SU, COMPACTION | TON | 200
404.058601 | 2" F9 BINDER COURSE KWA, BM SERIES COMPACTION | TON | 430
407.0182 | 100% TACK COAT | GAL | 700
490.30 | MISCelifneous Cold Milling of Bituminous Concrete | SQ | 2,300
019.07A | BASE CURB ZONE TRAFFIC CONTROL | LS | 1

NOTES:
1. SHOULDER BACKUP A.O.B.E. STA DE 10+00 THROUGH STA DE 47+32 NOT TO EXCEED 150 TON.
2. ITEMS ALREADY IN THE CONTRACT TO BE PAID AT CONTRACT PRICES.
3. DETOUR ROUTE STA DE 10+00 TO STA DE 47+32 TO BE ACTIVE FOR A MAXIMUM OF 90 DAYS. CONTRACTOR SHALL COORDINATE WITH HORSEHEADS REAL PROPERTY IN ADVANCE OF MAKING IMPROVEMENTS TO THE ROUTE. ALL IMPROVEMENTS TO BE COMPLETED PRIOR TO USE.

ITEM NO. | DESCRIPTION | UNIT | QUANTITY
--- | --- | --- | ---
404.000011 | PLANT PRODUCTION QUALITY ADJUSTMENT TO KWA ITEMS | QU | 35
404.000021 | 5" FT COARSE KWA, ADJ SU, COMPACTION | TON | 200
404.058601 | 2" F9 BINDER COURSE KWA, BM SERIES COMPACTION | TON | 430
407.0182 | 100% TACK COAT | GAL | 700
490.30 | MISCelifneous Cold Milling of Bituminous Concrete | SQ | 2,300
019.07A | BASE CURB ZONE TRAFFIC CONTROL | LS | 1
Resolution authorizing lease agreement with Corning Incorporated on behalf of the Elmira Corning Regional Airport

Resolution #: 22-398
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 to enter into an agreement with Corning Incorporated. The term of this agreement is for four (4) years commencing on December 1, 2022 and ending on November 30, 2026.

Corning Incorporated agrees to the County for the use of County facilities as follows:
- Field Use Charge - $1,757.55 per month per aircraft
- Parcel C - $3,919.98 annually
- Fuel Flowage Fees for all fuel pumped into its aircrafts
(The Field Use Charges and Parcel C will be adjusted annually by the Consumer Price Index).

Public Hearing held on July 5, 2022

ATTACHMENTS:

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<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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<tr>
<td>Corning_Inc_Agreement_(1).pdf</td>
<td>Agreement</td>
<td>Cover Memo</td>
<td>6/23/2022</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT by and between the COUNTY OF CHEMUNG, a municipal corporation having its principal place of business at 203 Lake Street, Elmira, New York, hereinafter referred to as "County" and CORNING INCORPORATED, a corporation having an office at Elmira/Corning Regional Airport, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, the County of Chemung has, by resolution, authorized the County to enter into an agreement under Article 14 of the General Municipal Law to lease its facilities for services at the Elmira/Corning Regional Airport (the "Airport"); and WHEREAS, a Public Hearing was held on the XX day of XXX, 20XX, pursuant to law, and the execution and delivery of this Agreement has been authorized by Resolution No. XX-XXX of the Chemung County Legislature, which resolution is attached hereto and made, a part hereof as though herein fully set forth, and marked Attachment A, and

WHEREAS, the Company owns land located at 348 Sing Sing Road, Horseheads, New York, adjoining the Airport and set forth on the map attached hereto as Attachment B upon which are situate certain facilities, to wit: a hangar, office space and ramp; and WHEREAS, the facilities of the Company are permanently affixed to the land; and

WHEREAS, the County and the Company desire to enter into an agreement relative to the use by the Company of certain facilities of the County at the Airport.

NOW, THEREFORE, it is hereby mutually agreed between the parties, in consideration of the fees hereinafter stated and the terms, covenants and conditions herein contained, as follows:

1. To the extent permitted by law, rule or regulation (including regulations of the Federal Aviation Administration ("FAA") (collectively, the "Laws"), the County hereby grants to the Company, for a period of four (4) years, a non-exclusive right of way, in common with others authorized to do so by the County in writing, to, from, on and over Airport land adjoining the Airport and set forth on the map attached hereto as Attachment B (the Airport land identified on such map and the Taxi Way being referred to herein as the "Premises"), for access to and from the Airport for the purpose of maintaining, operating, repairing, cleaning, outfitting, caring for, fueling, inspecting, and use of any and all airplanes and related equipment owned or leased by the Company which are based aircraft and, without limiting the generality of the foregoing, for all purposes of ingress and egress to and from the Airport (the "Permitted Operations").

2. The Company agrees that it shall be fully responsible for the maintenance and care of its own facilities.

3. The County shall perform its maintenance obligations regarding the Airport as required by the Laws. Included in this is the obligation of the County to remove all snow from the area depicted on Schedule "A" in red at such times as it does so with the runways and consistent with the operations and maintenance standards of the Airport. However, the
scheduling of the clearing of the snow shall occur after the runway and other priority areas are cleared first.

4. Without the prior consent of the County, the Company agrees not to conduct any actions on the Premises other than the Permitted Operations.

5. The Company agrees to pay the County an amount for use of the County facilities as follows:

   a) Field Use Charge shall be $1,757.55 per month per aircraft. This amount shall be adjusted annually beginning January 1, 2019 by the Consumer Price Index for the previous twelve (12) months.

   b) Rental of that portion of the Premises identified on Attachment B hereto as a 7,000 square foot parcel in front of the Company’s hangar at a rate of $3,019.95 per month. This amount shall be adjusted annually beginning January 1, 2019 by the Consumer Price Index for the previous twelve (12) months.

   c) The Company agrees to monitor all non-company owned or leased transient aircraft using its facilities and shall send a monthly report to the County and the County shall bill directly to the responsible party for the applicable landing fees.

6. The Company also agrees to pay the County a fuel flowage fee for all fuel it pumps into its based owned or leased aircraft from its facilities at the Airport according to the most current Airport schedule of fees.

7. The County shall prepare and send to the Company a statement of said charges incurred by the Company. All applicable fees and charges are to be paid no later than the tenth day after receipt of the statement, with a late charge of one and one-half (1 1/2) percent per month on any payment thereafter.

8. The term of this Agreement shall be four (4) years and commence December 1, 2021 and end November 30, 2025, unless the Company or the County shall give notice of termination by written notice to the Company or the County, as the case may be, at least sixty (60) days prior to the expiration of each calendar year.

9. The Company covenants and agrees to observe and obey all existing Laws in effect or which are currently in force and effect or which may, from time to time, during the terms hereof, be generally promulgated and enforced with respect to the Airport and the Company agrees to comply with the NFPA (or its successor) standards for fuel farms.

10. Notwithstanding the provisions of Section 1 hereof, the County may cancel this Agreement by giving the Company thirty (30) days advance written notice, to be served personally or by registered or certified mail, on any officer, director, or agent of the Company at the Company’s present office address at Houghton Park, Corning, New York 14831 or at any subsequent office address, or at the Company’s address or facilities at the Airport or after the happening of any one of the following events:

   a) The filing by the Company of a voluntary petition of bankruptcy.

   b) The institution of proceedings in bankruptcy against the Company and the adjudication of the Company as a bankrupt pursuant to such proceedings.

   c) The taking by a court of jurisdiction of the Company and its assets pursuant to proceedings brought under the provisions of any Federal bankruptcy act; and
such proceedings shall remain undismissed for ninety (90) days or the petition
commencing such proceedings shall have been judicially approved.

d) The appointment of a receiver of the assets of the Company and the failure of the
Company to have such appointment stayed or vacated within thirty (30) days of
said appointment.

e) The abandonment by the Company of its business at the Airport.

f) The default by the Company in the performance of any covenant or agreement
herein required to be performed by it and its failure to remedy such default for a
period of thirty (30) days after receipt from the County of written notice to
remedy the same. No waiver of default by either party of any of the terms,
covenants or conditions hereof to be performed, kept and observed by the
Company shall be construed to be or act as a waiver by the County of any
subsequent default of any of the terms, covenants and conditions herein contained
to be performed, kept and observed by the Company.

11. Indemnification/Insurance:

a) The Company shall indemnify and hold harmless the County from any and all
demands, losses, liabilities or judgments, together with costs and expenses
incident thereto, which may accrue against, be charged to, or be recoverable from
the County as a result of the negligent acts or omissions of the Company, its
employees, agents or contracted parties, in connection with the use by the
Company of the Airport and the Premises, excluding, however, such acts or
omissions as may be occasioned by the negligence of the County, its employees
or agents. The County shall give to the Company prompt and timely notice of any
claim made or suit instituted which, in any way, directly or indirectly,
contingently or otherwise affects or might affect the Company and the Company
shall have the right to compromise or participate in the defense of the same to the
extent of its own interest. The Company shall give to the County prompt and
timely notice of any claim made or suit instituted, which, in any way, directly or
indirectly, contingently or otherwise affects or might affect the County.

b) The Company agrees either to maintain (i) a policy of insurance reasonably
acceptable to the County; or (ii) a self-insurance program including, without
limitation comprehensive public liability insurance with a single limit of at least
Three Million Dollars ($3,000,000) in the case of bodily injury to death of one
person or more than one person on account of or arising out of any one occurrence
and at least Three Million Dollars ($3,000,000) in the case of property damage. All
such amounts of insurance shall be subject to increase as reasonably required by the
County every three (3) years.

12. The Company shall not at any time assign this Agreement or sublet its right to use
the Premises without the consent in writing of the County.
13. The Company agrees to the provisions of Sections 103A and 103B of the General Municipal Law which require testifying for a grand jury and penalties for the failure to do so.
14. The County has granted to Elmira/Corning Air Service, a Fixed Base Operator, the right to sell aircraft fuels, lubricants and propellants at the Airport. Notwithstanding such right, the parties hereto agree that the Company has the right to maintain fuel on its property and to fuel and lubricate its’ based owned or leased aircraft so long as it complies with all applicable local, state and federal rules, regulations and standards relating thereto.
15. Company has the right to self-insure.
16. The County has applied for and received a grant or grants of money from the Administrator of the FAA pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the County may in the future apply for and receive such grants. In connection therewith, the County has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, the Company, and permittees thereon. The performance by the Company of the promises and obligations contained in this Agreement is, therefore, a special consideration and inducement to the execution of this Agreement by the County, and the Company further agrees that if the Administrator of the FAA or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the County in connection with the Federal Airport Aid, shall make any orders, recommendations, or suggestions respecting the performance by the Company of its obligations under this Agreement, the Company will promptly comply therewith at the time or times, when and to the extent that the County may direct.
17. In performing any of the services or activities pursuant to this Agreement:

(a) The Company shall comply with the minimum operating standards or requirements in accordance with the Ordinance or future ordinances promulgated by the County, applicable to each of the Company’s activities on the Airport, and with such standards or requirements promulgated by any airline or government agency utilizing the Airport.

(b) The Company shall furnish services on a fair, reasonable, and nondiscriminatory basis to all users of the Airport requesting the services of the Company. Such services shall be deemed fair, reasonable and nondiscriminatory if furnished consistent with the current Ordinance, and any subsequent amendments thereto or future ordinances promulgated by the County, FAA Grant Assurances and other rules and regulations required to be followed by the Airport. The Company shall furnish service adequate to meet all reasonable demands at the Airport commensurate with the size and capacity of the Improvements. The Company shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service; provided, however, that the Company shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchaser and air carriers which shall not reduce fees otherwise payable to the Airport. It is understood and agreed that nothing
contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act.

18. (a) Should the Company have access at any time to the computer and other information technology systems of the County (collectively, the “Systems”) for any reason, the Company shall ensure that such access does not compromise, adversely affect or permit unauthorized access, either directly or indirectly to, the Systems (a “Breach”) in any way and for any reason. If the County, in its sole good faith judgment, determines that such access either is adversely affecting the Computer Systems or has the potential to adversely affect the Computer Systems, then notwithstanding any other provision of this Agreement to the contrary, the County shall have the right to suspend and/or terminate immediately such access of the Company. The County shall endeavor to give the Company notice of such suspension and/or termination as expeditiously as possible, consistent with the County’s obligations regarding the safeguarding of such information.

(b) The Company confirms that, with regard to any Breach, money damages shall not be a sufficient remedy, therefore the County, in addition to suspending or terminating the Company’s access thereto, also shall have the right to seek an injunction against any further attempted access by the Company to the Computer Systems.

(c) The Company shall not permit any third party from obtaining any access to the Computer Systems without the County’s prior, written permission.

(d) Should any Breach occur, the Company immediately shall notify the County of such Breach and shall provide the County with any and all information of the Company pertaining to the Breach and the Company’s access to the Computer Systems. In such event, the Company shall follow and shall assist the County in the County’s flowing, of all notification obligations and other protocols required under any Federal, State or local rules or regulations, all at the Company’s sole cost and expense. The Company shall reimburse the County for all costs and expenses incurred by the County in connection with the Breach, including the costs of following all such protocols.

(e) Should the County request, the Company, at its own cost and expense, shall prepare and deliver to the County as expeditiously as possible a “SOC-2” audit for itself and for any party that is permitted through the Company to access any of the Computer Systems.

The Company shall at the end of the term of this Agreement, quit and surrender the premises in as good order and condition as when received, natural wear and tear by the elements excluded and excepted.

The Company will not make any use of the Premises which is improper, offensive or contrary to any law, ordinance or which would void any insurance of said premises.

All rights-of-way enjoyed by the Company by virtue of this Agreement over property of the County shall terminate upon termination of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY OF CHEMUNG        CORNING INCORPORATED

By:____________________  By:____________________
Christopher Moss         Name:
County Executive          Title:
Resolution extending agreement with Cummins on behalf of the Chemung County Department of Buildings and Grounds (RFB-2159 Generator Service & Equipment Inspection)

Resolution #: 22-399
Slip Type: CONTRACT
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
The Superintendent of Buildings & Grounds is requesting permission to utilize second year of two one-year to extend contract with Cummins for RFB-2159 Generator Service & Equipment Inspection for various Chemung County Buildings.

Resolution No. 21-419 1st year of renewal Resolution No. 21-560 Resolution for increase in cost for justice building, new larger generator installed

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
</table>
Tricia A. Wise, CPPO, CPPB  
Purchasing Director

CONTRACT RENEWAL REQUEST FORM

TO:  Cummins Inc.  
700 Aero Drive  
Buffalo, NY 14225

FROM:  Nina Wells, Chemung County Purchasing Department

RE:  Contract Renewal for RFB-2159 Generator Service.

Date:  June 21, 2022

The term of the above contract ends on September 14, 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 June 30, 2022 to Nina Wells at nwells1@chemungcountyny.gov.

***Please confirm receipt of this document***

<table>
<thead>
<tr>
<th><strong>We want to renew the contract for one (1) additional 1-year period</strong>, ending on September 14, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Matt Barkley</strong> Territory Manager</td>
</tr>
<tr>
<td>Typed/Printed name and Title of Person Preparing this Form</td>
</tr>
<tr>
<td><em>Matt Barkley</em></td>
</tr>
<tr>
<td>Signature of Person Preparing Form</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>We do not want to renew the contract</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Typed/Printed name and Title of Person Preparing this Form</td>
</tr>
<tr>
<td>Signature of Person Preparing Form</td>
</tr>
</tbody>
</table>
Resolution authorizing agreement with Frontier Communications on behalf of the Chemung County Fire and Emergency Management Office (annual maintenance - Vesta Next Gen 911 phone system)

Resolution #: 22-400
Slip Type: CONTRACT
SEQRA status State Mandated False

Explain action needed or Position requested (justification):
The Office of Fire and Emergency Management is requesting permission to enter into a maintenance agreement with Frontier Communications Inc. for the maintenance of the Vesta Next Generation 911 telephone system with the E911 Center. The VESTA system is completely NextGen911 compliant and is a separate phone system physically located with the E911 Center. As new NextGen911 technology evolves this agreement includes software upgrades, and configurations to comply with new standards. Also included is maintenance and repair for all equipment and current software in use. The cost for 2022 is $41,594.94.

Prior Resolution 21-068

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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</thead>
<tbody>
<tr>
<td>Copy_of_FRONTIER_MTCE_PRICING.pdf</td>
<td>Frontier MTCE Pricing</td>
<td>Cover Memo</td>
<td>6/29/2022</td>
</tr>
<tr>
<td>Qty</td>
<td>Part #</td>
<td>Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>-----</td>
<td>------------------</td>
<td>--------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>1</td>
<td>VESTA® 9-1-1 Servers</td>
<td>V-SVR BASIC RNWL SPT 1YR</td>
<td>$135.71</td>
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<td>2</td>
<td>04000-68005-RNWL</td>
<td>VESTA® 9-1-1 Prime Standard Operations</td>
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<td>SS-0PR-VSSL-1Y</td>
<td>VESTA® 9-1-1 IRR Module</td>
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<td>5</td>
<td>809800-35110</td>
<td>V911 IRR SW SPT 1YR</td>
<td>$511.69</td>
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<tr>
<td>1</td>
<td>Peripherals &amp; Gateways</td>
<td>SW SPT M1000 GATEWAY 1YR</td>
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<td>5</td>
<td>SA-MSG-ALSL-1Y</td>
<td>VESTA® Analytics Standard - Multi Product Purchase</td>
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<td>1</td>
<td>M&amp;R ACT FEE, SMALL SITE</td>
<td>Monitoring &amp; Response (M&amp;R): Activation Fee</td>
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<td>809800-14150</td>
<td>M&amp;R PM &amp; AV Service: Servers</td>
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<td>3</td>
<td>809800-16343</td>
<td>M&amp;R IP DEVICES SRVC 1YR</td>
<td>$565.79</td>
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**Material Summary**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$31,684.53</td>
</tr>
</tbody>
</table>

**Labor, Misc., Warranty, Freight**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$9,910.41</td>
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</tbody>
</table>

**Project Total Investment**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$41,594.94</td>
</tr>
</tbody>
</table>
This is Schedule Number 3 to the Frontier Services Agreement dated June 16, 2022 (“FSA”) by and between Chemung County NY (“Customer”) and Frontier Communications of America, Inc. on behalf of itself and its affiliates (“Frontier”).

Schedule Type/Purpose: Renew existing Services (this Schedule supersedes)

Primary Customer Premises:
Street Address: 425 Pennsylvania Ave.
City, State, Zip: Elmira, NY, 14902

Schedule Date: June 16, 2022
Service Term: 1 year
Service Term Start Date: July 01, 2022
Payment Schedule: pre-paid

Software Support:
Payment Amount
Software Assurance $31,684.53
Vesta Support

Schedule Type/Purpose: Revised Schedule to supersede prior Schedule

Primary Customer Premises:
Street Address: Same as Above
City, State, Zip:

Schedule Date: June 16, 2022
Service Term: 1 year
Service Term Start Date: July 01, 2022
Payment Schedule: pre-paid

Customer orders maintenance Services for the equipment identified in Attachment 1 to this Schedule (“Equipment”), incorporated herein by this reference.

<table>
<thead>
<tr>
<th>Maintenance Services</th>
<th>Qty</th>
<th># of Equipped Ports</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Plan – 8x5 PBX &amp; Key System</td>
<td></td>
<td>select</td>
<td>$</td>
</tr>
<tr>
<td>Enhanced Plan – 8x5 PBX, Key System, all station equipment</td>
<td></td>
<td>select</td>
<td>$</td>
</tr>
<tr>
<td>Premium Plan - 24x7 PBX &amp; Key System</td>
<td></td>
<td>select</td>
<td>$</td>
</tr>
<tr>
<td>Premium Plus Plan – 24x7 PBX, Key System, all station equipment</td>
<td>1</td>
<td>select</td>
<td>$9,910.41</td>
</tr>
<tr>
<td>Monitoring &amp; Notification</td>
<td></td>
<td>select</td>
<td>$</td>
</tr>
<tr>
<td>On-Site Technician – full time</td>
<td></td>
<td>select</td>
<td>$</td>
</tr>
<tr>
<td>On-Site Technician – part time ( hours/ )</td>
<td></td>
<td>select</td>
<td>$</td>
</tr>
<tr>
<td>Voice Mail Systems</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Overhead Paging Systems</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Call Center Systems</td>
<td></td>
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<td>$</td>
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<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td>$41,594.94</td>
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</table>
### SOFTWARE SUPPORT SCHEDULE AND FRONTIER VOICE MAINTENANCE SCHEDULE

Frontier Confidential

<table>
<thead>
<tr>
<th>SERVICE DESCRIPTION</th>
<th>BASIC PLAN</th>
<th>ENHANCED PLAN</th>
<th>PREMIUM PLAN</th>
<th>PREMIUM PLUS PLAN</th>
<th>MONITORING &amp; NOTIFICATION</th>
<th>FULL OR PART TIME ON SITE TECHNICIAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Hours</td>
<td>8 x 5 (M - F excluding Holiday)</td>
<td>8 x 5 (M - F excluding Holiday)</td>
<td>7 x 24 x 365</td>
<td>7 x 24 x 365</td>
<td>Cotton Troy Tech</td>
<td>Negotiated</td>
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<tr>
<td>Moves, Adds, Changes</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Yes</td>
</tr>
<tr>
<td>Equipment Repair and Return</td>
<td>PBX &amp; Key Systems</td>
<td>PBX &amp; Key System &amp; all station equipment</td>
<td>PBX &amp; Key System &amp; all station equipment</td>
<td>PBX &amp; Key System &amp; all station equipment</td>
<td>PBX &amp; Key System &amp; all station equipment</td>
<td>PBX &amp; Key System &amp; all station equipment</td>
</tr>
<tr>
<td>Alarm Monitoring &amp; Notification</td>
<td>PBX Only</td>
<td>PBX Only</td>
<td>PBX Only</td>
<td>PBX Only</td>
<td>PBX Only</td>
<td>PBX Only</td>
</tr>
<tr>
<td>Preventive Maintenance</td>
<td>System Backups PBX &amp; Key Systems (if capable) either remotely or on-site</td>
<td>System Backups PBX &amp; Key Systems (if capable) either remotely or on-site</td>
<td>System Backups PBX &amp; Key Systems (if capable) either remotely or on-site</td>
<td>System Backups PBX &amp; Key Systems (if capable) either remotely or on-site</td>
<td>System Backups PBX &amp; Key Systems (if capable) either remotely or on-site</td>
<td>System Backups PBX &amp; Key Systems (if capable) either remotely or on-site</td>
</tr>
<tr>
<td>Software Assurance</td>
<td>Yes (Additional Charge)</td>
<td>Yes (Additional Charge)</td>
<td>Yes (Additional Charge)</td>
<td>Yes (Additional Charge)</td>
<td>Yes (Additional Charge)</td>
<td>Yes (Additional Charge)</td>
</tr>
<tr>
<td>Customer Portal</td>
<td>Yes (Monitored Device Only)</td>
<td>Yes (Monitored Device Only)</td>
<td>Yes (Monitored Device Only)</td>
<td>Yes (Monitored Device Only)</td>
<td>Yes (Monitored Device Only)</td>
<td>Yes (Monitored Device Only)</td>
</tr>
<tr>
<td>Response Time</td>
<td>Major – 2 hours</td>
<td>Major – 2 hours</td>
<td>Major – 2 hours</td>
<td>Major – 2 hours</td>
<td>Major – 2 hours</td>
<td>Major – 2 hours</td>
</tr>
</tbody>
</table>

### Service Limitations and Conditions:
- Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units.
- Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services.
- A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement.
- Preventive Maintenance will be provided remotely or on site.
- “Response” means remote restoral efforts or technician dispatch.
- Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control.
- System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates.
- Maintenance Services provided outside of Maintenance Hours at Customer’s request will be charged at current time and materials rates.

### Supplemental Terms and Conditions

1. This Schedule is subject to Frontier performing a customer credit check at Frontier’s discretion. Frontier will perform a credit check promptly after Customer signs this Schedule unless Frontier determines, in Frontier’s discretion, that Customer is prequalified. Frontier will provide confirmation of a credit check to Customer promptly after the credit check. If the credit check is not sufficient as determined by Frontier, Frontier will notify Customer. Customer will be required to agree to an alternative payment method acceptable to Frontier (for example, pre-payment of all or a portion of the NRC) otherwise Frontier is not obligated to provide the services and/or equipment under this Schedule and Frontier shall have no other obligation or liability with respect to this Schedule.

2. **Auto-Renew:** Notwithstanding anything otherwise stated in the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration of the Service Term, this Schedule will automatically renew for the same period of time as the original Service Term (subject to software assurance availability) at the then applicable term rate, excluding promotional rates. Early Termination Fees apply (per the FSA) for any Service terminated prior to completion of the Service Term.

3. **Frontier Voice Maintenance Service Description:** Frontier provides Customer with a comprehensive program of certified factory service from Frontier. Frontier provides repair on demand in order to keep your communication system in proper operating conditions at all times. Please contact your Frontier representative for upgrade information. In addition, if Customer denies remote access to the telephone system and Frontier could have addressed a service problem remotely, a trip charge will be assessed for a site visit.

Software Support is offered separately from Frontier Voice Maintenance. If software support or necessary upgrades from the manufacturer are available by subscription but Customer chooses not to subscribe for such support or upgrades, Frontier reserves the right to obtain support and/or upgrades from the manufacturer and charge customer for the cost of such support in the event customer seeks maintenance service under this Schedule for which Frontier deems such support and/or upgrades to be reasonably necessary to repair Customer’s communications systems as part of the Services provided under Frontier Voice Maintenance.

4. Frontier will provide maintenance and repair services with respect to the Equipment (“Maintenance Services”) at the locations identified in Attachment 1 (“Customer Premises(s)”). Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier’s option.

Ver. 03292021v. 3
5. During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer’s equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier’s sole discretion. If the source of the problem is not the Equipment, at Customer’s request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier’s standard technician rates.

6. Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer’s notification that the Equipment is inoperative.

   a. A Trouble Ticket will be categorized as “Major” if fifty percent (50%) of the system’s stations or trunks are inoperative, or Customer is experiencing a complete loss of attendant call processing. Frontier will use commercially reasonable efforts to respond to Customer’s request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.

   b. All other Trouble Tickets will be categorized as “Minor”, and Frontier’s policy is to respond to Customer’s request during Frontier’s normal weekday business hours, Monday through Friday, excluding Saturday, Sunday, and holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.

   c. Customer may request Maintenance Services be performed after Frontier’s normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier’s then current overtime hourly rate plus expenses.

7. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier’s choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier’s inventory at Frontier’s expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.

8. Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier’s control, including but not limited to failure of the applicable Customer Premises to conform with Frontier’s specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.

9. Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.

10. Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier’s vendors.

This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.
## Attachment 1
### Equipment List

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<tr>
<th>Qty</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
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### Motorola Support
- $31,684.53

### Frontier Maintenance
- $9,910.41

---

**Project Total Investment**

- $41,594.94
Resolution authorizing acceptance of funding from the New York State Office of Mental Health on behalf of the Chemung County Department of Mental Hygiene (Veteran Dwyer Peer Support Program)

Resolution #: 22-401  
Slip Type: CONTRACT  
SEQRA status False  
State Mandated False

Explain action needed or Position requested (justification):
No prior resolution  
Funds will be directed to the Chemung County Department of Veterans Affairs to further support their mission of assisting veterans and their families.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
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<td>Veterans_-_P2P_Pilot_Program.pdf</td>
<td>Veterans- P2P Pilot Program</td>
<td>Cover Memo</td>
<td>6/28/2022</td>
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</table>
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 / Colleen Hetrick, Supervisor of Fiscal Services

From: Christine O’Herron, Deputy Commissioner of Human Services

Date: June 23, 2022

Re: Dwyer Peer Support Program Funding

On behalf of the Chemung County Department of Mental Hygiene, please consider this correspondence as our request to accept Office of Mental Health funding for provision of the Veteran P2P Pilot Program.

The NYS Office of Mental Health has allocated Chemung County $100,000 in 100% state funds in support of the Veteran Dwyer Peer Support Program. This Program is for veterans suffering from post-traumatic stress syndrome or other related combat stress disorders and/or for individuals with counseling needs via individual and small group peer to peer counseling methods. Services may include; outreach, education, resiliency enhancement, expansion of social networking, connection to suicide prevention/intervention and foster hope in the veteran’s life.

These funds will be directed to the Chemung County Department of Veterans Affairs to further support their mission of assisting veterans and their families. Please contact Commissioner Brian Hart at 607-737-5501, if there are any questions. Thank you.
Resolution extending agreement with Mengel, Metzger, Barr & Company, LLP on behalf of the Chemung County Nursing Facility (Financial Services)

Resolution #: 22-402
Slip Type: CONTRACT
SEQRA status: False

Explain action needed or Position requested (justification):
Mengel, Metzger, Barr & Co. have several years of experience in auditing the Nursing Facility and completing the Certification of the Medicaid Cost Report. They were awarded RFP-2174 in 2019 based on the following criteria: Quality of Audit Plan and Audit Firm, Firm Qualifications and Experience, Independence, and Pricing and Value Engagement. The RFP aware was for one year, with the option for the county to renew for 3 additional one year term extensions (FY 2020-FY 2022). The term of the contract ends 9/14/22. This contract can be extended for one additional year contract period under the same terms and conditions. The Nursing Facility would like to continue this agreement for the audit of the 2022 financial statements and the certification of the 2022 Medicaid Cost Report. Prior resolution 21-636

ATTACHMENTS:

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<th>File Name</th>
<th>Description</th>
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<th>Upload Date</th>
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</thead>
</table>
Tricia A. Wise, CPPO, CPPB  
Purchasing Director

CONTRACT RENEWAL REQUEST FORM

TO: Mengel, Metzger, Barr & Co.  
333 East Water Street, Suite 2  
Elmira NY 14901

FROM: Nina Wells, Chemung County Purchasing Department

RE: Contract Renewal for RFP-2174 Audit of Financial Statements Nursing Facility

Date: June 21, 2022

The term of the above contract ends on September 14, 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 June 30, 2022 to Nina Wells at nwells1@chemungcountyny.gov.

***Please confirm receipt of this document***

We want to renew the contract for one (1) additional 1-year period, ending on December 31, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Krista L. Niles-Updyke, CPA, Partner

Typed/Printed name and Title of Person Preparing this Form

______________________________

[Signature]

Typed/Printed name and Title of Person Preparing Form

______________________________

June 21, 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
Resolution authorizing agreement with Children's Home of Wyoming Conference on behalf of the Chemung County Department of Social Services (non secure detention)

**Resolution #:** 22-403  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**
Children's Home of Wyoming Conference will replace Steuben County as our non secure detention bed provider. (Steuben County was approved under resolution 21-251 for the period of January 1, 2021 to December 31, 2021.)

**ATTACHMENTS:**

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<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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</thead>
</table>
TO: Christopher J. Moss, County Executive / Steven 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

FROM: Christine O’Herron, Deputy Commissioner of Human Services

DATE: June 24, 2022

RE: 2022 - 2023 Children’s Home of Wyoming Conference Agreement

On behalf of the Chemung County Department of Social Services, please consider this correspondence as our request to enter into a County agreement with Children’s Home of Wyoming Conference for the term of July 1, 2022 to December 31, 2023.

Children’s Home of Wyoming Conference will replace Steuben County as our contracted agency for non-secure detention beds. Under this agreement, Children’s Home of Wyoming Conference will assign one detention bed per day to Chemung County at a rate of $375 per day. The total amount of this agreement is not to exceed $205,875.

Detention services provided under this agreement are for youth ages 7 to 17 who are petitioned into Family Court and who are remanded by a Judge into the Detention facility. Also, youth under the age of 16 who have been petitioned into Family Court as a Juvenile Delinquent may be remanded by a Family Court Judge.

Please contact Commissioner Brian Hart at 607-737-5501, if you have any questions. Thank you.
Resolution authorizing Memorandum of Understanding with the Chemung County Law Department on behalf of the Chemung County Department of Social Services

Resolution #: 22-404
Slip Type: CONTRACT
SEQRA status False
State Mandated False

Explain action needed or Position requested (justification):
Prior Resolution No. 21-501 (January 1, 2021 - December 31, 2021)

ATTACHMENTS:

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<th>Description</th>
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<th>Upload Date</th>
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</thead>
</table>
TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: M. Hyder Hussain, Esq., County Attorney / Brian Hart, Commissioner of Human Services
    Noelle Gross, Director of Administrative Services

FROM: Christine O’Herron, Deputy Commissioner of Human Services

DATE: June 22, 2022

RE: 2022 Memorandum of Understanding

On behalf of the Chemung County Department of Social Services, please consider this correspondence as our request to enter into a Memorandum of Understanding with the Chemung County Law Department.

Legal services to be provided to the Department of Social Services by the Law Department will include, but not necessarily be limited, to the following:

- The Law Department will provide certain legal services relating to the presentment of Child Welfare related matters. The Law Department will act as the exclusive legal representative of the Department of Social Services in these actions, and shall advocate for the Department’s interests to the extent they do not conflict with the Law Department’s primary statutory obligation as the presentment agency in Juvenile Delinquency or PINS cases. “Certain legal services” will include, but not be limited to: consultations, conferences, ex parte applications, motion preparation, petition preparation, representation in Family Court, preparation of and service of orders and appeals.

- The Law Department will provide certain legal services relating to the presentment of Adult Protective Services matters. The Law Department will act as the legal representative of the Department of Social Services and will advocate solely for the Department. “Certain legal services” will include, but not limited to: consultation, conferences, ex parte applications, motion
preparation, petition preparation, representation in Supreme Court, preparation and service of orders and appeals.

- The Law Department will provide certain legal services relating to the administration of Temporary Assistance, Medicaid, SNAP, HEAP, and Safety Net including but not limited to representation at Fair Hearings. The Law Department will act as the legal representation of the Department of Social Services on the above matters and will advocate solely for the Department. “Certain legal services” shall include, but not limited to: consultation, conferences, representation at administrative hearings, preparation of liens and discharges, and the review of Medicaid trusts.

- The Law Department, in Juvenile Delinquency/Persons in Need of Supervision proceedings, is the Presentment Agency. In those cases, the Law Department will advocate for the Department of Social Services to the extent they do not conflict with the Law Department’s primary statutory obligation as the Presentment Agency. When a conflict of interest arises, the parties agree that Department may procure other legal representation.

- The Department of Social Services will provide the Legal Department with all available information necessary to perform the scope of work under this agreement. The Law Department will provide copies of all orders and papers received by or in court.

- The Law Department will inform the Department of Social Services of problems, delays, or adverse conditions which will materially impair the ability to obtain the objectives of the agreement as soon as they become known to the Law Department.

- The Commissioner of Human Services and the County Attorney will determine if and when further legal assistance is required that is not covered by this agreement.

The 2022 Memorandum of Understanding is requested to substantiate the above purchase of services between the Chemung County Department of Social Services and Chemung County Law Department. The 2022 Legal Services budget includes salary, fringe, and operational costs, not to exceed $915,359.

Please contact Commissioner Brian Hart at 737-5501, if there are any questions. Thank you.
## CHEMUNG COUNTY LAW DEPARTMENT
167 LAKE STREET
ELMIRA, NEW YORK 14902

1/1/2022 - 12/31/2022

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STAMP_ITEMNUMBER
Resolution authorizing agreement with Highland Staffing, LLC on behalf of the Chemung County Nursing Facility

Resolution #: 22-405
Slip Type: CONTRACT
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
The Nursing Facility is requesting approval to enter into agreements with staffing agencies to supplement staffing levels in order to comply with the NYS legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the Facility is attempting to comply with regulations. Previous contract staffing resolution 21-642

ATTACHMENTS:

<table>
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<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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<tr>
<td>Chemung_County_Nursing_Facility.Highland_Staffing.pdf</td>
<td>CCNF Highland Staffing</td>
<td>Cover Memo</td>
<td>6/29/2022</td>
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</table>
CUSTOMER SERVICE AGREEMENT

This Agreement is between Chemung County Nursing Facility (“Customer”) and Highland Staffing LLC (“Highland”) regarding the provision of assigned employees (“Assigned Employees”) and related staffing services by Highland to Customer.

AGREEMENT

1. Placement of Assigned Employees. Customer will place orders with Highland describing the type of work requested, specific duties to be performed, skills required, and any other requirements. Highland will place Assigned Employees to perform services under Customer’s operational supervision at the location and at the rate(s) listed in the attachment “Pricing Exhibit A,” which is made part of this Customer Services Agreement.

2. Employment Relationship with Assigned Employees. As the provider of staffing services, Highland will be the employer of record of Assigned Employees and will be responsible for the staffing services listed below. As the recipient of such staffing services, Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and their work product, and for the business-related responsibilities. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Customer to its direct employees. To the extent that Assigned Employees are required to be provided any benefit under applicable federal, state, or local law, those benefits will be provided to Assigned Employees by Highland.

3. Highland Responsibilities. Highland will:
   a. Recruit, select, and hire Assigned Employees;
   b. Place Assigned Employees according to Customer’s requirements;
   c. Pay Assigned Employees appropriate wages;
   d. Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligation for unemployment compensation (e.g., SUTA, FUTA);
   e. Provide workers compensation benefits and coverage for Assigned Employees;
   f. Provide Customer with a Worker’s Compensation and Liability Insurance Certificate;
   g. Maintain Assigned Employees’ personnel and payroll records related to their employment by Highland;
   h. Comply with laws, rules, and regulations applicable to providers of staffing agencies;
   i. Require Assigned Employees to acknowledge in writing that they will comply with all rules, policies and procedures of the Customer (e.g., those relating to premises security) and all applicable professional standards;
   j. Comply with federal, state, and local labor and employment laws applicable to Assigned Employees; and
   k. Conduct screening as set forth in Section 17.

4. Customer Responsibilities. Customer will:
   a. Provide Assigned Employees with a safe and suitable workplace, in compliance with all state, federal, and local laws protecting individuals in the workplace,
including but not limited to all site-specific training in the workplace, and will promptly notify Highland of any injury suffered to any Assigned Employee;

b. Use Assigned Employees only in assignments that match the job description in which Highland places them;

c. Provide adequate internal controls, supervision, and instructions for Assigned Employees, and be responsible for their conduct when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property;

d. Be responsible for ensuring the safe and proper working condition of all vehicles, powered mobile equipment or Customer issued property used by the Assigned Employees in connection with an order;

e. Be responsible for the conduct of its own officers, employees, and agents;

f. Comply with duties imposed on it by law, rule, regulation, and other professional standards, including providing Highland with adequate information regarding work of any Assigned Employee that is subject to the Service Contract;

g. Ensure that its owner(s), employees, staff, agents, and all other individuals employed by or associated with Customer are in compliance with all local, state, and federal employment laws and regulations prohibiting unlawful employment practices, including but not limited to those concerning unlawful discrimination and retaliation in the workplace; and

h. Provide appropriate training materials as needed.

5. **Billing.** Highland will invoice Customer on a weekly basis for hours worked by Assigned Employees at the agreed upon rates. The rates at which Highland will invoice Customer (including reimbursable expenses) are listed in Pricing Exhibit A, attached hereto. Customer will provide a time keeping system or process compliant with all applicable legal requirements, including but not limited to the accurate recording of the time worked. Any sales or use taxes will be the responsibility of the Customer and may be added to the Customer’s invoice as a separate item. Customer indemnifies and holds Highland harmless from any sales or use tax in connection with Highland’s services hereunder. Customer’s sole recourse in the event Customer disputes any sales tax collected by Highland will be to request a refund from the applicable governmental authorities. Customer agrees that pricing may be adjusted annually, to reflect increases in wages and/ or related taxes, benefits, and other costs as the result of any determinations, orders or actions by or under applicable governmental authorities, insurance or benefit programs, as well as any adjustments to wages and or benefits relating to the work performed under the Service Contract Agreement.

6. **Payment Terms.** Payment for Highland’s services is due upon Customer’s receipt of Highland’s invoice. Highland acknowledges that the Customer processing of the invoice may take up to 5 business days. Payment terms are set forth the Pricing Exhibit attached as Exhibit A. Highland reserves the right to pursue all collection efforts and remedies in the event of nonpayment. If Customer disputes the accuracy or timing of any invoice, Customer shall, within thirty (30) days of receipt, deliver a written notice and detailed explanation of such dispute to Highland. If such notice is not timely disputed by Highland, any errors shall be corrected by a debit or credit to Customer’s next invoice after resolution of the disputed amount, or by refund to Customer if there is no next invoice. Otherwise, the parties agree to use best efforts to resolve the issue.
7. **Conversion and Transition of Assigned Employees.** Customer acknowledges that Highland incurs substantial expenses for recruiting, testing, training and retaining its employees, and Customer Agrees to obtain the services of each Assigned Employee only through an order with Highland. If Customer wishes to obtain the services of an Assigned Employee by hiring them directly (a “conversion”), or by assignment, arrangement, or contract from another source (a “transition”), Customer will compensate Highland at the conversion rates in Pricing Exhibit A.

8. **Issue Resolution.** Highland and Customer expect to resolve issues that arise with respect to performance of this Agreement through business discussion and conciliation. In the unlikely event that resolution efforts are unsuccessful, either party shall have the right to pursue any claims arising out of this Agreement in a court of competent jurisdiction. In addition to all other available relief, the prevailing party in any such action shall also be entitled to recover its costs and reasonable attorneys’ fees.

9. **Hold Harmless/Indemnification.** To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by Highland in this Agreement, Highland agrees to defend, indemnify and hold Customer harmless from any and all claims or losses that Customer actually incurs (including reasonable attorney’s fees) proximately caused by the negligence, gross negligence, recklessness or willful misconduct of Highland, its officers and directors, Assigned Employees, employees or authorized agents, or which arise from Highland’s breach of this Agreement, except to the extent proximately caused by Customer’s negligence, gross negligence, recklessness, or willful misconduct. To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by Customer in this Agreement, Customer agrees to defend, indemnify, and hold Highland harmless from any and all claims, losses, and liabilities that Highland incurs (including reasonable attorneys’ fees) proximately caused by the negligence, gross negligence, recklessness, or willful misconduct of Customer, its officers or directors, and employees or that arise from Customer’s breach of this Agreement, except to the extent proximately caused by Highland’s negligence, gross negligence, recklessness or willful misconduct.

10. **Limitation of Liability.** NEITHER HIGHLAND NOR CUSTOMER WILL BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUES, OR GOODWILL ARISING OUT OF A BREACH OF THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. HIGHLAND’S ENTIRE LIABILITY TO CUSTOMER WILL NOT EXCEED PROVEN DIRECT DAMAGES.

11. **Confidentiality.** Highland acknowledges that it or its Assigned Employees may be given access to and/or acquire information which is proprietary to or confidential to Customer or its affiliated companies or customers. Any and all such information obtained by Highland and Assigned Employees shall be deemed to be confidential and proprietary information. Highland agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than for providing services to Customer. Highland shall use reasonable efforts to ensure that all Assigned Employees comply with this provision.

12. **Independent Contractor.** The services which Highland and its Assigned Employees shall render under this Agreement shall be as an independent contractor. Nothing
contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Highland and its Assigned Employees and Customer. Nothing in this Agreement or the relationship between Customer and Highland or the Assigned Employees shall create a co-employment or joint employer relationship to the extent permitted under applicable laws. Highland is solely responsible to provide any salary or other benefits to Assigned Employees as required by applicable law and will make all appropriate tax, social security, Medicare, unemployment and other withholdings and deductions and payments as well as provide workers’ compensation insurance coverage to Assigned Employees.

13. **Insurance.** Highland shall obtain, maintain, and keep in full force and effect during the life of this Agreement the following minimum scope of insurance coverages with an insurance company approved by Customer: Commercial general liability including product liability with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. The commercial general liability insurance policy shall contain or be endorsed to contain the following provision Additional insureds: “Customer their officers, agents, assignees and employees are additional insureds on a primary non-contributory basis with a waiver of subrogation.”

14. **Medicare and Medicaid Fraud Representation.** Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff (to include Assigned Employees) are not under sanction by a state or federal governmental agency, that they are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the parties that the ability to verify if any Assigned Employee or other staff member are currently debarred is dependent upon the accuracy of the information contained in the OIG list of excluded persons and the representation of each individual staff.

15. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** Highland and its Assigned Employees are not business associates of Customer pursuant to the definition of “business associate” found in 45 CFR 160.103 because Assigned Employees are members of Customer’s workforce (see also, 45 CFR 160.103 definition of “workforce”). Notwithstanding the foregoing, as a business associate of other covered entities, Highland has implemented appropriate safeguards and maintains individually identifiable patient health information (“PHI,” which shall include electronic PHI) as confidential. To that end, Highland will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law. Highland will require third parties to whom it may disclose PHI to agree in writing to similar restrictions and will provide Customer and/or any patient an accounting of disclosures as described in HIPAA. Highland will promptly notify Customer of unauthorized disclosures and will permit patients to request amendment to or correction of PHI. All PHI received from Customer shall remain Customer’s property and will be returned or, if return is infeasible, destroyed, upon termination of this Agreement. Highland agrees to execute a business
associate agreement with Customer to supplement this Agreement if so requested, upon terms and conditions mutually agreeable to the parties.

16. **Availability of Books and Records.** To assist Customer in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, Highland agrees for the time period required by law after furnishing services hereunder to make available to Customer and appropriate governmental authorities at Highland corporate offices such agreements, books, documents, and records as are required by law.

17. **Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification.** As part of the credentialing process, upon Customer request Highland will perform a criminal background check on each Assigned Employee to verify that Assigned Employees have not been convicted of a felony in any county of residence (as provided by the Assigned Employee) in the last seven (7) years. Upon Customer request, Highland will require each Assigned Employee to submit a drug test and will not furnish Assigned Employees who have tested positive for drug use (subject to verification of false positives as required by certain state’s laws). Upon Customer request, Highland shall also require Assigned Employees to provide Highland evidence of immunization and certification that Assigned Employee is free from communicable diseases which are readily translatable.

18. **Termination of Contract.** Either party may terminate this Agreement within 30 days following written notice to the other party of its intent to terminate the Agreement, except that Highland may terminate this Agreement immediately upon Customer’s apparent, claimed, or actual breach of any of its obligations set out herein. This Agreement shall be for an initial term of one (1) year from the effective date of this Agreement. This Agreement shall be automatically renewed for successive one (1) year terms unless modified or terminated in accordance with the provision of this Agreement. Notwithstanding any other provision of this Agreement, in the event a party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement, the other party may terminate this Agreement immediately with written notice. Notwithstanding any other provision of this Agreement, if Customer terminates this Agreement or notifies Highland of its intent to terminate this Agreement, and Customer desires to have all or some of the Assigned Employees continue to work at Customer’s facilities, Customer shall pay Highland its conversion fee.

19. **Choice of Law and Venue.** The parties agree that the substantive and procedural law of the State of New York shall govern any disputes arising under this Agreement. The parties further irrevocably and unconditionally submit to the exclusive jurisdiction of any state or U.S. Federal court sitting in Monroe County, New York and any appellate court therefrom, in any suit, action or proceeding arising out of or relating to this Agreement, and the parties irrevocably and unconditionally agree that all claims in respect of any such suit, action or proceeding may be heard and determined in any such state court or U.S. federal court. The parties agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[signature page follows]
IN WITNESS WHEREOF, the undersigned have executed this Customer Service Agreement as of the date first above written.

HIGHLAND STAFFING, LLC

By: __________________________
Title: _________________________

Chemung County Nursing Facility

By: __________________________
Title: _________________________
Pricing Exhibit A

Highland and the customer, based on fair market value, agree to the following fees/rates of pay for the provision of the services:

Per diem Rates (per hour):

- RNS $120.00
- RN $110.00
- LPN $90.00
- CNA $70.00

- For a nurse assigned to an eight-hour shift, the customer will bill seven and one-half hours to the facility, unless otherwise noted in timesheet.
- For a nurse assigned to a twelve-hour shift, the customer will bill eleven and one-half hours to the facility, unless otherwise noted in timesheet.
- All hours worked beyond 40 hours, within one workweek will be billed for a rate of one and one half the regular rate. A week consists of seven consecutive days beginning at midnight on Saturday.
- Double the regular hourly rate will be billed for each shift worked for each nurse on a holiday. Holiday shifts begin at 11:00pm on the eve of stated holiday and will end at 11:00pm of holiday proper, for the (7a-3p), (3p-11p), (11p-7a), (7a-7p) and (7p-7a) shifts. The following Holidays will be observed: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- Highland will bill orientation time to the customer.
- An Admin fee of 10% will be add to all invoices.
- In the event that the customer has an interest in keeping any Highland Staffing employee permanently, Highland Staffing shall be notified and the customer will be responsible to pay Highland Staffing 25% of the nurse’s annual salary.

These fees/rates will remain in effect until further notice. Any changes to the above rates must be negotiated and agreed upon by both parties in writing.
Resolution authorizing application for and acceptance of Bipartisan Infrastructure Law grant funding from the U.S. Department of Transportation, Federal Highway Administration on behalf of the Chemung County Planning Department and Chemung County Department of Public Works (2022 Bridge Investment Program - Benjamin Road over Newtown Creek)

Resolution #: 22-406
Slip Type: GRANT
SEQRA status State Mandated False

Explain action needed or Position requested (justification):
Section 11118 of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Bridge Investment Program (BIP) which is codified at 23 U.S.C. § 124.

Grant application will be developed for planning the feasibility of a Benjamin Road over Newtown Creek bridge in the Town of Veteran and will be prepared by the Planning Dept. with assistance from the Department of Public Works.

ATTACHMENTS:

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<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
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<tr>
<td>BIP_Kickoff_Slides_2022-06-10_for_release_508.pdf</td>
<td>BIP Kickoff Slides 2022-06-10</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
<tr>
<td>NOFO_693JJ322NF00009_-_RE.pdf</td>
<td>Notice of Funding Opportunities</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
</tbody>
</table>
Disclaimer

• Except for any statutes or regulations cited, the contents of this presentation do not have the force and effect of law and are not meant to bind the public in any way. This presentation is intended only to provide information to the public regarding existing requirements under the law or agency policies.
• FHWA is the source of all images
Today’s Webinar

• What is the BIP?
• Program Eligibility
• Selection Criteria
• Application Format and Templates
• Process Details
What is the BIP?

• The Bipartisan Infrastructure Law (BIL*) established a new program, the Bridge Investment Program (BIP) under 23 U.S.C. 124

• In addition, BIL designated funding for FY22 through FY26 for this program

• BIL established two funding categories within BIP: Large Projects (Large Bridge Projects) and Other than Large Projects (Bridge Projects)

• For FY22-FY26, a third funding category was added: Planning Grants (Division J, Title VIII of BIL)

*BIL - Enacted as the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58, Nov. 15, 2021)
Program Goals (23 U.S.C. 124 (b)(2))

Improve condition by reducing number of and total person miles traveled over bridges:
- In poor condition
- In fair condition and at risk of falling into poor condition
- That do not meet current geometric design standards
- That cannot meet the load and traffic requirements of the regional transportation network

Improve safety, efficiency, and reliability of the movement of people and freight over bridges

Provide financial assistance that leverages and encourages non-Federal contributions
Program Eligibility

• Eligible Applicants
• Eligible Projects
• Eligible Project Costs
• Award Size
• Cost Share
Eligible Applicants (23 U.S.C. 124 (d)(2))

1. A State or a group of States;
2. A metropolitan planning organization that serves an urbanized area (as designated by the Bureau of the Census) with a population over 200,000;
3. A unit of local government or a group of local governments;
4. A political subdivision of a State or local government;
5. A special purpose district or a public authority with a transportation function;
6. A Federal land management agency;
7. A Tribal government or a consortium of Tribal governments; and
8. A multistate or multijurisdictional group of entities as described above in 1-7.
## Eligible Projects

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Projects (Projects with total eligible projects costs of $100 million or less)</th>
<th>Large Bridge Project (Projects with a total eligible project costs of greater than $100 million)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project for planning, feasibility analyses, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for assistance under the BIP (See Division J, Title VIII of BIL)</td>
<td>1. Project to replace, rehabilitate, preserve, or protect one or more bridges on the National Bridge Inventory under 23 U.S.C. § 144(b) (See 23 U.S.C. § 124(a)(1)(A))</td>
<td>1. Project to replace, rehabilitate, preserve, or protect one or more bridges on the National Bridge Inventory under 23 U.S.C. § 144(b) (See 23 U.S.C. § 124(a)(1)(A))</td>
</tr>
</tbody>
</table>
Eligible Projects

• Title 23 Requirements
  • Maintenance Commitment
  • Bike and Pedestrian Accommodation
  • Others
Eligible Project Costs

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Projects and Large Bridge Projects (23 U.S.C. 124 (h) &amp; 124 (i))</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Planning,</td>
<td>1. Development phase activities, including planning, feasibility analyses, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities</td>
</tr>
<tr>
<td>2. Feasibility analyses, and</td>
<td>2. Construction, which includes replacement and preservation, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements directly related to improving system performance</td>
</tr>
<tr>
<td>3. Revenue forecasting.</td>
<td>3. Expenses related to the protection as described in 23 U.S.C. 133(b)(10) of a bridge, including seismic or scour protection</td>
</tr>
<tr>
<td></td>
<td>4. On the request of an eligible entity carrying out an eligible project, amounts awarded to the entity to pay subsidy and administrative costs necessary to provide to the entity Federal credit assistance under 23 U.S.C. chapter 6</td>
</tr>
</tbody>
</table>
Award Size

• Planning Grants
  • No maximum or minimum award size
  • $20 million available for FY22

• Bridge Project Grants
  • Total project costs cannot exceed $100 million
  • Minimum award of $2.5 million
  • Maximum award amount of up to 80% of total project costs

• Large Bridge Project Grants
  • Total project costs of greater than $100 million
  • Minimum award of $50 million
  • Maximum award amount of up to 50% of total project costs
Cost Share

• Maximum Federal Share
  • Cannot exceed Federal share for the project under 23 U.S.C. 120
  • Cannot exceed 90% for off-system bridges

• Federal assistance, other than BIP funds, can be used to satisfy the remaining project costs as long as the maximum federal share is not exceeded

• Federal land management agency, Tribal government, or a consortium of Tribal governments can use federal funds from a source other than BIP to pay the remaining cost
Application Review

- Statutory Evaluation Requirements
- Planning Project Outcome Criteria
- Bridge Project and Large Bridge Project Outcome Criteria
- Economic Analysis Rating
- Project Readiness Rating
- Overall Ratings
- DOT Priorities
- Selection Process
Statutory Evaluation Requirements

• Required items for consideration in project outcome criteria, economic analysis rating, or project readiness rating

Statutory Secretarial Considerations

• Considerations for project selection

Statutory Project Selection Priorities

• Every State awarded at least 1 Large Bridge Project or 2 Bridge Projects between FY22 – FY26
Planning Project Outcome Criteria

BIP Program Goals
• Will lead to a future Large Bridge Project or Bridge Project application

Project Description
• Might support Large Bridge Project or Bridge Project outcome criteria

Project Schedule
• When would an application for a Large Bridge Project or Bridge Project construction grant be submitted

Project Budget
• Would costs meet minimum threshold for a Bridge Project grant
Bridge Project and Large Bridge Project Outcome Criteria

- State of Good Repair
- Safety
- Mobility and Economic Competitiveness
- Climate Change, Resiliency, and the Environment
- Quality of Life
- Innovation
Project Outcome Criteria

• Provide a narrative response for each selection criteria
• Address several key points to satisfy program considerations
• Where possible, provide quantifiable or substantive data
• As needed, provide supporting materials via attachments or an additional narrative
• Quality of narrative and supporting materials determines project rating
• 5-point scale – High, Medium-High, Medium, Medium-Low, Low
## Project Outcome Criteria

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High</strong></td>
<td>5 or more Criteria, including State of Good Repair, are ranked Highly Responsive</td>
</tr>
<tr>
<td><strong>Medium-High</strong></td>
<td>3 or more Criteria, including State of Good Repair, are ranked Highly Responsive</td>
</tr>
<tr>
<td><strong>Medium</strong></td>
<td>1 or more Criteria are ranked Highly Responsive</td>
</tr>
<tr>
<td><strong>Medium-Low</strong></td>
<td>All Criteria are ranked Responsive</td>
</tr>
<tr>
<td><strong>Low</strong></td>
<td>One or more Criteria are ranked non-Responsive</td>
</tr>
</tbody>
</table>
State of Good Repair

• Describe how the project addresses at least one of the following:
  • A bridge in poor condition or at risk of falling into poor condition
  • A bridge that does not meet current geometric design standards
  • A bridge that if not addressed is a threat to future transportation efficiency
  • A bridge protection project that addresses long-term resiliency (such as scour or seismic)

• Describe how the project addresses both of the following:
  • A reduction in maintenance costs to achieve a state of good repair
  • Consistency with objectives of an asset management plan

This slide is an overview of the criteria and more details are in the NOFO
Safety

• Describes how the project improves safety:
  • Number and type of accidents
  • Expected reduction in accidents
  • Expected benefits to protect travelers (motorized and non-motorized)

This slide is an overview of the criteria and more details are in the NOFO
Mobility and Economic Competitiveness

• Describes how the project supports mobility and economic competitiveness:
  • Number of structures and total person miles traveled impacted by the project
  • Expected improvements to mobility, efficiency, and reliability
  • Impact on freight movement and the national and regional impacts
  • Improvements resulting in greater land-use productivity
  • Creation of good-paying jobs

This slide is an overview of the criteria and more details are in the NOFO
Climate Change, Resiliency, and the Environment

• Describes how the project impacts climate change, resiliency and the environment:
  • Reduction in air pollution
  • Improved resiliency of at-risk infrastructure
  • Improved wildlife connectivity for aquatic species
  • Improves conditions for disadvantaged communities

This slide is an overview of the criteria and more details are in the NOFO
Quality of Life

• Describes how the project improves the quality of life:
  • Engages diverse populations from the affected communities
  • Includes activities to limit or mitigate the impact of physical or economic displacement
  • Incorporates nonvehicular or public transportation
  • Improves access to equitable housing and transportation
  • Reduces congestion and improves project corridor reliability
Innovation

• Describe how the project utilized innovation
  • Innovative techniques
  • Innovative technologies
  • Innovative financing
    • Bridge Bundling
    • Transportation Infrastructure Finance and Innovation Act (TIFIA)

This slide is an overview of the criteria and more details are in the NOFO.
Economic Analysis Rating

- Develop a Benefit Cost Analysis for the project
- USDOT/FHWA reviews analysis and rates based on benefit-cost and confidence level
- 5-point scale – High, Medium-High, Medium, Medium-Low, Low
## Economic Analysis Rating

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>The project’s benefits will exceed its costs, with a benefit-cost ratio of at least 1.5</td>
</tr>
<tr>
<td>Medium-High</td>
<td>The project's benefits will exceed its costs</td>
</tr>
<tr>
<td>Medium</td>
<td>The project's benefits are likely to exceed its costs</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>The project's costs are likely to exceed its benefits</td>
</tr>
<tr>
<td>Low</td>
<td>The project’s costs will exceed its benefits</td>
</tr>
</tbody>
</table>
Project Readiness Rating

Technical Assessment
• Confidence of USDOT/FHWA for the applicant to deliver the project

Financial Completeness
• Funding sources are available and committed for the project

Environmental Review and Permitting Risk
• Risk associated with completing NEPA and other permitting requirements
Overall Rating

• Highly Recommended
  • Meets all eligibility requirements
  • Received a highly responsive rating for State of Good Repair and Safety, and for at least 3 out of 4 remaining outcome criteria
  • No less than Medium-high rating for BCA and project readiness

• Recommended
  • Meets all eligibility requirements
  • Received a highly responsive rating for State of Good Repair and Safety, and at least 2 out of 4 remaining outcome criteria
  • No less than a Medium rating for BCA and project readiness

• Not Recommended
DOT Priority Considerations - Planning

• Complete planning process for a Large Bridge Project in poor condition with construction starting within 2 years of completion of the planning process

• Start and complete planning process for a Large Bridge Project in poor condition
DOT Priority Consideration – Large Bridge Projects

• Bridges in poor condition or at risk of falling into poor condition
• And one or more of the following:
  1. Does not meet current geometric design standards
  2. Total future eligible project costs greater than $1 billion
  3. Grant need of greater than $100 million
  4. Project readiness evaluation determines award could be distributed over 4-year period
  5. FLMA bridge that will be divested to a non-Federal entity
  6. Project is ready to proceed to next stage of delivery within 12 months of completing NEPA process
  7. Incorporates transit, such as bus rapid lanes
  8. Demonstrates national or regional economic significance
 DOT Priority Consideration – Bridge Projects

• Bridges in poor condition or at risk of falling into poor condition

• And one or more of the following:
  1. Ready to proceed to final design within 12 months of completing NEPA process
  2. Can accommodate two-phased funding approach, initial obligation to complete final design within 12 months, second obligation for construction within 18 months of initial obligation
  3. Without FY22 grants, construction would not commence before September 30, 2025

STAMP_ITEMNUMBER
Selection Process

• The application Analysis Team will produce the overall project rating and an evaluation of responsiveness to DOT Priority Considerations
• A Second Level Review Team of FHWA Senior Leadership will identify which projects to advance to the FHWA Administrator
• The FHWA Administrator will determine which projects to advance to the Secretary
• The Secretary makes final project selections
Application Format and Templates

• Application Templates
• Planning Format
• Large Bridge Project and Bridge Project Format
Planning Format

• Basic Project Information (Description, Location, and Parties)
• National Bridge Inventory Data
• Project Costs
• Project Outcome Criteria
• Project Priority Considerations
Large Bridge Project and Bridge Project Format

• Basic Project Information
• National Bridge Inventory Data
• Project Costs
• Project Outcome Criteria
• Benefit-Cost Analysis
• Project Readiness and Environmental Risk
• Project Priority Considerations
Application Templates

• Three templates developed, one for each application type
  • Planning
  • Large Bridge Project
  • Bridge Project

• Provides an overall document framework for developing an application

• Expected to be supplemented with additional information
  • Benefit-Cost Analysis Calculations
  • Calculations for determining risk of fair bridges falling into poor within 3 years
  • Additional information to support narrative statements about project outcome criteria and project readiness and environmental risk
Process Details

How are applications submitted?
• All applications must be submitted through grants.gov

When are applications required to be submitted by?
• Planning grants – 45 days from publication or July 25, 2022, at 11:59 PM EDT
• Large Bridge Projects – 60 days from publication or August 9, 2022, at 11:59 PM EDT
• Bridge Projects – 90 days from publication or September 8, 2022, at 11:59 PM EDT
Questions?

BridgInvestmentProgram@dot.gov
2022 BRIDGE INVESTMENT PROGRAM GRANTS

Opening Date: June 10, 2022
Webinar: June 10, 2022
Planning Project Application Due: July 25, 2022, at 11:59 PM EDT
Large Bridge Project Application Due: August 9, 2022, at 11:59 PM EDT
Bridge Project Application Due: September 8, 2022, at 11:59 PM EDT

NOTE: The FHWA uses www.grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. Applicants are encouraged to register in advance of the submission deadline and to register to receive notifications of updates/amendments to this Notice. Approval of user registrations for the site may take multiple weeks. It is the Applicant’s responsibility to monitor for any updates to this Notice.
U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Notice of Funding Opportunity for the 2022 Bridge Investment Program

AGENCY: U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The purpose of this notice is to solicit applications for three categories of Bridge Investment Program (BIP) funding opportunities: (1) Planning; (2) Bridge Projects (projects with eligible costs less than $100 million); and (3) Large Bridge Projects (projects with eligible costs greater than $100 million). Eligible applicants may submit applications for any of the three funding categories, but each category has distinct eligibility and selection criteria and application deadlines.

A total of $20 million in 2022 BIP funds are available for Planning funding opportunities. These funds will be awarded on a competitive basis for planning, feasibility analysis, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for BIP funding under either the Bridge Projects or Large Bridge Projects funding categories.

A total of $2.36 billion in 2022 BIP funds are available for the Bridge Projects and Large Bridge Projects funding opportunities. These funds will be awarded on a competitive basis for bridge replacement, rehabilitation, preservation, and protection projects that: (1) improve the safety, efficiency, and reliability of the movement of people and freight over bridges; and (2) improve the condition of bridges in the United States by reducing (a) the number of bridges, and total person miles traveled over bridges, that are in poor condition or that are in fair condition and at risk of falling into poor condition within the next three years, or (b) the number of bridges, and total person miles traveled over bridges, that do not meet current geometric design standards or cannot meet the load and traffic requirements typical of the regional transportation network. In addition, Large Bridge Projects that receive a BIP award of not less than $100 million are eligible for multiyear grants, in which DOT can award available funds to a project over the course of several years in accordance with an agreement and in alignment with its schedule. In selecting Bridge Projects and Large Bridge Projects, FHWA will consider the extent to which BIP funds leverage non-Federal contributions from sponsors and stakeholders involved in the planning, design, and construction of eligible projects.
This notice describes the application requirements, selection and evaluation criteria, applicable program and Federal requirements, and available technical assistance during the grant solicitation period.

ASSISTANCE LISTING (formerly CATALOG OF FEDERAL DOMESTIC ASSISTANCE) NUMBER: 20.205 Highway Planning and Construction

DATES:

Planning Applications must be submitted by 11:59 p.m. EDT on July 25, 2022.

Bridge Project Applications must be submitted by 11:59 p.m. EDT on September 8, 2022.

Large Bridge Project Applications must be submitted by 11:59 p.m. EDT on August 9, 2022.

The Grants.gov “Apply” function will open by June 10, 2022, for all three funding categories.

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Time, (the “application deadline”)¹. Applicants are encouraged to submit applications in advance of the application deadline; however, applications will not be evaluated, and awards will not be made, until after the application deadline.

WEBINAR: The FHWA plans to conduct outreach regarding the BIP in the form of a Zoom Webinar on June 10, 2022, from 2:00 PM to 2:30 PM, Eastern Time to a closed audience. The Webinar will be recorded and posted on FHWA’s Website at BIP - Funding Programs - Management and Preservation - Bridges & Structures - Federal Highway Administration (dot.gov).

ADDRESSES: Applications must be submitted electronically through https://www.grants.gov/.

FOR FURTHER INFORMATION CONTACT:

Angela Jones
Agreement Specialist
Office of Acquisition and Grants Management

¹ In order to ensure the timely implementation of the BIP, this notice is being issued in advance of receipt of approval of FHWA’s information collection request in accordance with the Paperwork Reduction Act of 1995. The Act applies to the request for information in this notice in order for DOT to evaluate applications for the BIP grant program. Approval of FHWA’s request is anticipated to be received soon but no later than the close of the application deadline and which will be made available at https://www.fhwa.dot.gov/bridge/bip/. Applications should not be submitted until after PRA approval.
Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

The FHWA will not review applications in advance, but FHWA staff are available for technical questions and assistance. In addition, FHWA will post answers to questions and requests for clarifications at Grants.gov under this NOFO’s page. To ensure an applicant receives accurate information about eligibility or the program, the applicant is encouraged to contact FHWA directly, rather than through intermediaries or third parties, with questions.

SUPPLEMENTARY INFORMATION: The organization of this notice is based on an outline set forth in Appendix I to title 2 of the Code of Federal Regulations (CFR) Part 200 to ensure consistency across Federal financial assistance programs. However, that format is designed for locating specific information, not for linear reading. For readers seeking to familiarize themselves with how the BIP multi funding category program application process will work, DOT recommends starting with Section A (Program Description), which describes the goals of the BIP and DOT’s purpose for providing separate selection criteria and application deadlines for each of the three funding categories and Section E (Application Review Information), which describes how DOT will select among eligible applications for each of the three funding categories.

Each section of this notice contains information and instructions relevant to the application process for the three BIP funding categories. The applicant should read this notice in its entirety to submit eligible and competitive applications.
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<td>H. OTHER INFORMATION</td>
<td>67</td>
</tr>
</tbody>
</table>
SECTION A - PROGRAM DESCRIPTION

1. Overview

Section 11118 of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Bridge Investment Program (BIP) which is codified at 23 U.S.C. § 124. The goals of the BIP are: (1) to improve the safety, efficiency, and reliability of the movement of people and freight over bridges; (2) to improve the condition of bridges in the United States by (a) reducing the number of bridges in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years, (b) reducing the total person miles traveled over bridges in poor condition, or in fair condition and at risk of falling into poor condition within the next 3 years, (c) reducing the number of bridges that do not meet current geometric design standards, or cannot meet the load and traffic requirements typical of the regional transportation network, and (d) reducing the total person miles traveled over bridges that do not meet current geometric design standards, or cannot meet the load and traffic requirements typical of the regional transportation network; and (3) to provide financial assistance that leverages and encourages non-Federal contributions from sponsors and stakeholders involved in the planning, design, and construction of eligible projects.

The DOT will provide FY 2022 BIP funds for Planning, Bridge Projects, and Large Bridge Projects consistent with each category’s statutory language and the priorities described in this NOFO. To help streamline the BIP process for applicants, DOT has combined the BIP funding opportunity announcement, selection criteria, and application deadline for each of the three BIP funding categories into one NOFO. Applicants may choose to apply to one, two, or all three of the BIP funding categories as appropriate based on eligible projects under each category. To assist applicants interested in applying for a FY 2022 BIP grant, DOT has developed application templates for each of the BIP funding categories. Applicants are encouraged to use the appropriate template for the specific funding category under which they seek a BIP grant.

Eligible applicants should be aware that the BIP has a statutory requirement only for grants for Bridge Projects or Large Bridge Projects that the projects be reasonably expected to begin construction not later than 18 months after the date on which BIP funds are obligated for the project and preliminary engineering is complete for the project. To the extent an eligible applicant is unsure if their proposed project will meet these statutory requirements for FY 2022, DOT encourages eligible applicants to not be dissuaded. While a project may not be developed to the point where it could meet these conditions, as described in this notice, the project may be a candidate for a Planning grant. Or, the project may be better suited for a Bridge Projects phased grant under which BIP funds would be made available to complete preconstruction activities and also for construction. Under a phase grant agreement, a project would need to meet the statutory requirement that the project be reasonably expected to begin construction within 18 months of the obligation of BIP funds for the preconstruction activities.
Division J of Title VIII of BIL provides $20 million for grants for planning, feasibility analyses, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for assistance under the BIP. Upon successful and timely completion of all FY 2022 Planning grants, project sponsors may apply for a Bridge Project or Large Bridge Project BIP grant under a subsequent BIP notice.

For FY 2022, DOT seeks to fund Bridge Projects and Large Bridge Projects that have completed the environmental review process and are ready to proceed to the next stage of project delivery within 12 months of a Categorial Exclusion Determination, Finding of No Significant Impact or Record of Decision. The DOT encourages applicants of Large Bridge Projects with a demonstrated need for a BIP grant of at least $100 million and with a construction schedule and budget that would benefit from a distribution of a BIP grant over a four-year period to apply for a multiyear grant agreement. Consistent with the selection criteria and evaluation process described in this notice, for FY 2022, DOT seeks to award BIP funds first to Large Bridge Projects for construction only of a bridge(s) in poor condition or in fair condition and at risk of falling into poor condition within the next three years and that will benefit most from a multiyear grant award.

For Bridge Projects, for FY 2022, after selection and announcement of Large Bridge Projects, DOT seeks to support Bridge Projects involving a bridge(s) in poor condition or in fair condition and at risk of falling into poor condition within the next three years and would benefit from a phased BIP award to: (1) complete final design and any right-of-way acquisition within 12 months; and (2) provide BIP funds for construction, which will begin no later than 18 months of obligation of the FY 2022 BIP funds for completion of final design and right-of-way acquisition.

Competitive applications for Large Bridge Projects and Bridge Projects should address how restoring bridges to a state of good repair while doing so within the existing right-of-way and minimizing the need for relocations will achieve the goals of the BIP and ensure the effective use of Federal funding while also improving transportation safety, reducing surface transportation-related greenhouse gas emissions, increasing resilience to climate change, delivering equitable transportation options and access, promoting competitiveness of the U.S. economy, improving job opportunities, and accommodating new and emerging technologies. The DOT expects FY 2022 BIP projects to not only improve the condition of our nation’s bridges but provide equitable

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2 Proper maintenance is an affirmative responsibility of the States as required by 23 U.S.C 116. FHWA’s Building a Better America Policy (BBAM), available at [Bipartisan Infrastructure Law - Building a Better America – Policy Framework | Federal Highway Administration (dot.gov)](https://www.fhwa.dot.gov/bba/policy-framework), will help achieve these important goals. Additionally, the BBAM is consistent with the Bipartisan Infrastructure Law and recently issued Presidential Executive Orders (EOs), including, EO 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619); EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009); and EO 14030 Climate Related Financial Risk (86 FR 27967).
benefits to all users including partnering with stakeholders to modernize utilities within the project right-of-way to meet current standards. The priority considerations DOT will take into account when selecting Large Bridge Projects and Bridge Projects is described in Section E.2.b.iv. The priority considerations for Planning grants is described in Section E.2.a.

The National Roadway Safety Strategy (NRSS) (issued January 27, 2022) commits the DOT and FHWA to respond to the current crisis in traffic fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero highway deaths. The DOT recognizes that zero is the only acceptable number of deaths on our roads and achieving that is our safety goal. The DOT therefore encourages States and other funding recipients to prioritize safety in all Federal highway investments and in all appropriate projects, using relevant Federal-aid funding, including funds from BIP.

The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. To achieve the vision of zero fatalities and Building a Better America, safety should be fully considered in an eligible applicant’s investment decisions, from planning and programming, environmental analysis, project design, and construction, to maintenance and operations. Eligible applicants should use the best available evidence and data-driven safety analyses to ensure that safety is a key input in any decision made in the project development process and fully consider the safety of all road users in project development.

The DOT encourages eligible applicants to consider the use of funds from BIP to address roadway safety for all users and implement the Safe System approach wherever possible. Improvements to safety features, including traffic signs, pavement markings, and multimodal accommodations that are routinely provided as part of a broader Federal-aid highway project can and should be funded from the same source as the broader project as long as the use is eligible under that funding source.

As one approach to ensuring the safety of all roadway users, DOT encourages States and communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction and operations. The BIP applicants are encouraged to consider Complete Street strategies in their BIP application.

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3 Section 11206 of the BIL defines Complete Streets standards or policies as those which “ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.” A Complete Street includes, but is not limited to, sidewalks, bike lanes (or wide paved shoulders), special bus lanes, accessible public transportation stops, safe and accommodating crossing options, median islands, pedestrian signals,
Funds from BIP are available to improve accessibility and upgrade bridge facilities to eliminate physical obstacles and provide for accessibility for individuals with disabilities when addressing these needs. The FHWA will provide oversight to recipients of BIP funds to ensure that each public agency’s project planning, design, and construction programs comply with the Americans with Disabilities Act (ADA) of 1990 and Section 504 of the Rehabilitation Act of 1973 which prohibit discrimination against people with disabilities and ensure equal opportunity and access for persons with disabilities.  

The DOT encourages the submission of projects, consistent with the BIP statutory eligibilities described in Section C of this NOFO, that modernize all streets, highways, and bridges. These objectives are consistent with FHWA’s Building a Better America Policy, available at Bipartisan Infrastructure Law - Building a Better America – Policy Framework | Federal Highway Administration (dot.gov).

Section E of this NOFO, which outlines FY 2022 BIP Grant selection criteria, describes the process for selecting projects that further these goals. Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program’s selection criteria, and the Administration’s goals as appropriate.

2. Additional Information

The DOT is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. The DOT also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities.

The applicant should identify any other DOT programs or opportunities they intend to apply for (or utilize if the Federal funding is already available to the applicant), and what award amounts they will be seeking, in the appropriate sections in the application.

curb extensions, narrower travel lanes, and roundabouts. A Complete Street is safe, and feels safe, for everyone using the street.

4 The DOT’s Section 504 regulations apply to recipients of DOT’s financial assistance (See 49 CFR 27.3(a)). Title II of the ADA applies to public entities regardless of whether they receive Federal financial assistance (See 28 CFR 35.102(a)). The ADA requires that no qualified individual with a disability shall, because a public entity’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity (28 CFR 35.149). A public entity’s pedestrian facilities are considered a “service, program, or activity” of the public entity. As a result, public entities and recipients of Federal financial assistance are required to ensure the accessibility of pedestrian facilities in the public right-of-way, such as curb ramps, sidewalks, crosswalks, pedestrian signals, and transit stops in accordance with applicable regulations.
SECTION B - FEDERAL AWARD INFORMATION

1. Award Amount Available

For Fiscal Year 2022, a total of $2.36 billion is available for BIP awards under this notice. Of this amount, $20 million is available for Planning projects, and $2.34 billion is available for Large Bridge Projects and Bridge Projects. All awards of Fiscal Year 2022 BIP funds are available for obligation through September 30, 2025, however, Highway Infrastructure Program General Funds from the U.S. Treasury must be expended by September 30, 2030, whereas Highway Trust Funds do not have an expenditure deadline.

In addition to the FY 2022 funding, DOT may enter into multiyear grant agreements with Large Bridge Projects that enable awards to those projects using funding available in future fiscal years, based on a potential awarded project’s size, schedule and availability of funding. Any award under this notice will be subject to the availability of funding. Each BIP funding category has specific funding restrictions. Refer to Section D.6 for greater detail on funding restriction for each funding category.

2. Award Size

There is no minimum or maximum award amount size for Planning grants. For Large Bridge Projects, a BIP grant shall be in an amount that is adequate to fully fund the project (in combination with other financial resources identified in the application) and not less than $50 million, with a maximum award amount of not more than 50 percent of the total eligible project costs. For Bridge Projects, a BIP grant shall be in an amount that is adequate to fully fund the project (in combination with other financial resources identified in the application) and not less than $2.5 million, with a maximum award amount not more than 80 percent of the total eligible project costs.

Of the total amount of FY 2022 BIP funding available in this notice, approximately $533 million is authorized contract authority from the Highway Trust Fund (HTF), and $1.827 billion is advanced appropriations from the General Fund. The HTF amount is calculated as $600 million authorized less a set-aside of $16 million for Tribal transportation facility bridges and about $51 million due to the imposition of the annual obligation limitation. The General Fund amount excludes the $20 million set-aside for Tribal transportation facility bridges.

23 U.S.C. § 124(j) authorizes the use of multi-year grant agreements for Large Bridge Projects. Those agreements may include a commitment, contingent on amounts to be specified in law in advance for such commitments, to provide future year funds.

a. Large Bridge Projects

The DOT shall use for Large Bridge Projects at least 50 percent of funds made available to carry out this program out of the Highway Trust Fund. In FY 2022, this amount is $300 million.

A Large Bridge Project that receives a grant under this program of at least $100 million may be carried out through a multi-year grant agreement. A multi-year agreement will be established to describe the terms of participation by the Federal Government in the project, the maximum amount of Federal financial assistance for the project, a payout schedule for the project (providing for disbursement of the full grant amount within four fiscal years after the fiscal year in which the initial amount is provided), and the period of time for completing the project, and to provide timely and efficient management of the project. A multi-year grant award may include a commitment, contingent on amounts to be specified in law, from future available budget authority. Interest and other financing costs of carrying out a project within a reasonable timeframe shall be considered a cost of carrying out the project under a multi-year agreement. Interest and other financing costs shall be of the most favorable financing terms reasonably available, and the applicant shall certify to DOT that the applicant carried out reasonable diligence in seeking favorable financing terms.

b. Culverts

The DOT may award no more than 5 percent of funds made available for each fiscal year for the BIP to projects solely consisting of culvert replacement or rehabilitation. The culverts are required to be on the National Bridge Inventory under 23 U.S.C. § 144(b).

c. Unutilized Amounts

If, in fiscal year 2026, the Secretary determines that grants under the BIP program will not meet the Large Bridge Projects restriction, the Secretary shall use the unutilized amounts to make other grants under the program during FY 2026.

d. Prohibited Use

Grant funds may not be used to support or oppose union organizing.

4. Type of Award

If a grant recipient under the BIP is a State Department of Transportation (State DOT), or if a State DOT serves as a pass-through entity to a non-State DOT recipient, BIP funds will be
awarded upon the execution of a project agreement: a type of grant agreement for administration of funds allocated to a State DOT in the FHWA Fiscal Management Information System (FMIS).

If a grant recipient under the BIP is any other eligible applicant (i.e., not a State DOT), BIP funds will be awarded upon the execution of a grant agreement between FHWA and the recipient. A non-State DOT selected to receive a BIP award may elect to have a State DOT or FHWA Federal Lands Highway Division administer the BIP funds, subject to agreement with the State DOT or FHWA Federal Lands Highway Division.

5. Period of Performance

If a grant recipient is a State DOT or if a State DOT serves as a pass-through to a non-State DOT recipient, the DOT Payment System will be “Current Bill” in FHWA’s FMIS and the start of the period of performance will begin on the date BIP funds are obligated in FMIS and end on the project end date in FMIS.

If a grant recipient is a non-State DOT entity, the FHWA Payment System will be FHWA’s “DELPHI el invoicing” and the start of the period of performance will begin on the date of the grant agreement executed by the FHWA which will obligate the BIP funds and end on the period of performance that is listed in the grant agreement.
SECTION C - ELIGIBILITY INFORMATION

To be selected for a grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project. Applications that do not meet these threshold eligibility requirements will not be evaluated under the statutory selection criteria, project outcome criteria, and priority considerations in Section E.

1. Eligible Applicants

a. Each of the three BIP funding categories have the same statutory rules for what kinds of applicants are eligible to apply.

<table>
<thead>
<tr>
<th>Eligible Applicants</th>
<th>Planning</th>
<th>Bridge Project</th>
<th>Large Bridge Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>(23 U.S.C. § 124(d))</td>
<td>1. A State or a group of States;</td>
<td>1. A metropolitan planning organization that serves an urbanized area (as designated by the Bureau of the Census) with a population over 200,000;</td>
<td>1. A Tribal government or a consortium of Tribal governments; and</td>
</tr>
<tr>
<td></td>
<td>2. A metropolitan planning organization that serves an urbanized area (as designated by the Bureau of the Census) with a population over 200,000;</td>
<td>3. A unit of local government or a group of local governments;</td>
<td>8. A multistate or multijurisdictional group of entities as described above in 1 – 7.</td>
</tr>
<tr>
<td></td>
<td>3. A unit of local government or a group of local governments;</td>
<td>4. A political subdivision of a State or local government;</td>
<td></td>
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<tr>
<td></td>
<td>4. A political subdivision of a State or local government;</td>
<td>5. A special purpose district or a public authority with a transportation function;</td>
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<tr>
<td></td>
<td>5. A special purpose district or a public authority with a transportation function;</td>
<td>6. A Federal land management agency;</td>
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<td></td>
<td>6. A Federal land management agency;</td>
<td>7. A Tribal government or a consortium of Tribal governments; and</td>
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<td></td>
<td>7. A Tribal government or a consortium of Tribal governments; and</td>
<td>8. A multistate or multijurisdictional group of entities as described above in 1 – 7.</td>
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<tr>
<td></td>
<td>8. A multistate or multijurisdictional group of entities as described above in 1 – 7.</td>
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</table>

b. Joint Applications for Any BIP Funding Category

Multiple States or a multijurisdictional group that submits a joint application should identify a lead applicant as the primary point of contact. Joint applications should include a description of the roles and responsibilities of each applicant and should be signed or include a letter of support.

7 The term “State” means any of the 50 States, the District of Columbia, or Puerto Rico (23 U.S.C. § 101(a)(28)).
by each applicant. The applicant that will be responsible for financial administration of the project and the recipient of a BIP award must be an eligible applicant.

2. Award Size and Cost Share

For Large Bridge Project BIP grants, the maximum award amount may not exceed 50 percent of the total eligible project costs (see Section B.2 Award Size). For Bridge Project BIP grants, the maximum award amount may not exceed 80 percent of the total eligible project costs (see Section B.2 Award Size) and 90 percent for off-system bridges. However, the total Federal contributions for Large Bridge Projects or Bridge Projects cannot exceed the share requirements in 23 U.S.C. § 120.

Unless otherwise authorized by statute, non-Federal cost-share may not be counted as non-Federal share for both a BIP grant and another Federal program. An example of a Federal program that may be used for the local match is the TIFIA program. (See 23 U.S.C. § 603(b)(8)). For a project under BIP, DOT cannot consider previously incurred costs or previously expended or encumbered funds towards the matching requirement. Matching funds are subject to the same Federal requirements as BIP funds.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, private funds, or other funding sources of non-Federal origin. For each project that receives a grant under this notice, DOT expects the project to be completed using at least the amount of non-Federal funding that was specified in the application.

Per 23 U.S.C. § 124(c)(4), Federal assistance other than a grant under BIP program may be used to satisfy the non-Federal share of the cost of a project for which a BIP grant is made, except the total Federal assistance provided for a project receiving a grant under the BIP may not exceed the Federal share for the project under 23 U.S.C. § 120.

In the case of an eligible project for an off-system bridge, as defined under 23 U.S.C. § 133(f)(1), Federal assistance other than a BIP grant may be used to satisfy the non-Federal share of the cost of a project, as long as the total Federal assistance provided for such project does not exceed 90 percent of the total eligible project costs.

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8 Although 23 U.S.C. § 133(f)(1) includes low water crossing in the definition of “off-system bridge,” 23 U.S.C. § 124(a)(1)(A) defines an eligible project as a project to replace, rehabilitate, preserve, or protect 1 or more bridges on the National Bridge Inventory under section 23 U.S.C. § 144(b). Because a low water crossing is not considered a bridge under 23 CFR 650.305, such structures are not included in the National Bridge Inventory. Therefore, a low water crossing is not eligible for BIP funding.
For a Federal land management agency, a Tribal government, or a consortium of Tribal
governments only, Federal funds made available under a program other than the BIP program
may be used to pay the remaining share of the cost of a BIP project.

Additional information on non-Federal matching requirements can be found at

3. Other

a. Eligible Projects

The Planning opportunity and the opportunities for Bridge Project and Large Bridge Project
grants have different statutory rules for what kinds of projects are eligible for funding under
these categories.

<table>
<thead>
<tr>
<th>Eligible Projects</th>
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<tbody>
<tr>
<td>Planning</td>
<td>Bridge Projects</td>
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<tr>
<td>(Projects with total eligible projects costs of $100 million or less)</td>
<td>(Projects with a total eligible project costs of greater than $100 million)</td>
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</tbody>
</table>

- Project for planning, feasibility analyses, and revenue forecasting associated with the
development of a project that would subsequently be eligible to apply for assistance under
the BIP (See Division J, Title VIII of BIL⁹)

- 1. Project to replace, rehabilitate, preserve, or protect one or more bridges
   on the National Bridge Inventory under 23 U.S.C. § 144(b)¹⁰ (See 23 U.S.C. § 124(a)(1)(A))

- 2. A project under the BIP program includes bridge bundling¹⁰ and culverts¹¹ (23 U.S.C. § 124(a)(1)(B))

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⁹ BIL provides $20m specifically for these activities.

¹⁰ This includes a bundle of projects, regardless of whether the bundles of projects meets the requirements of 23
U.S.C. § 144(j)(5), which removes the requirement of the bundled projects having similar Federal and local share
matches.
Eligible Projects

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Projects</th>
<th>Large Bridge Project</th>
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<td>(Projects with total eligible projects costs of $100 million or less)</td>
<td>(Projects with a total eligible project costs of greater than $100 million)</td>
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<td>bundling\textsuperscript{10} and culverts\textsuperscript{11} (23 U.S.C. § 124(a)(1)(B))</td>
<td>(See 23 U.S.C. § 124(a)(2))</td>
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</tbody>
</table>

b. Additional Eligibility Requirements – Bridge Projects and Large Bridge Projects

In addition to meeting the BIP statutory project eligibility, applicants for Bridge Project and Large Bridge Project grants must specifically address two title 23, United States Code (U.S.C.) requirements (1) how the bridge will be maintained, and (2) accommodations for bicyclists and pedestrian.

i. Maintenance Commitment

The application must demonstrate how the grant recipient, whether a State DOT or non-State DOT direct recipient, will maintain or cause to be maintained a Bridge Project or Large Bridge Project that receives BIP funds. (23 U.S.C. § 116(b)). Competitive applications will identify which entity will be responsible for maintaining the BIP funded project, estimated maintenance costs over the life of the project, and sources to fund those costs.

ii. Bike and Pedestrian Accommodation

BIP grants are subject to requirements for accommodations for bicycles and pedestrians pursuant to 23 U.S.C. § 217(e). Under this provision, all projects with Federal financial participation (including under BIP) that replace or rehabilitate a highway bridge deck are required to provide safe accommodation of pedestrians or bicyclists, as applicable, on the bridge, when both of the following conditions are met: (1) the bridge is located on a highway on which pedestrians or bicyclists are allowed to operate at each end of the bridge; and (2) FHWA determines that safe accommodation can be provided at reasonable cost\textsuperscript{12}.

\textsuperscript{11} This includes projects to replace or rehabilitate culverts for the purpose of improving flood control and improved habitat connectivity for aquatic species. The culverts are required to be on the National Bridge Inventory under 23 U.S.C. § 144(b).

\textsuperscript{12} The first step in this process is to assess whether the bridge is located on a highway on which pedestrians or bicyclists are allowed to operate at each end of the bridge. If that is the case, in making a determination as to
c. Eligible Project Costs

Planning grants and Bridge Project and Large Bridge Project grants have different statutory rules for what activities are eligible project costs under these categories. The table below restates eligible project costs for each category per the BIP statute.

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<tr>
<th>Planning</th>
<th>Bridge Project</th>
<th>Large Bridge Project</th>
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<tr>
<td>and revenue forecasting.</td>
<td>planning phase</td>
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<td>work, and other</td>
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<td>reconstruction activities</td>
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<td>2. Construction, which includes replacement and preservation, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements directly related to improving system performance</td>
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<td>3. Expenses related to the protection as described in 23 U.S.C. § 133(b)(10) of a bridge, including seismic or scour protection</td>
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<td>4. On the request of an eligible entity carrying out an eligible project, amounts awarded to the entity to pay subsidy and administrative costs necessary</td>
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whether safe accommodation can be provided at a reasonable cost FHWA will rely on its bicycle and pedestrian travel accommodation policy (https://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design.cfm); the FHWA will presume, that safe accommodation for bicyclists and pedestrians can be provided at reasonable cost for all BIP projects absent an affirmative showing by the project sponsor that the cost of such accommodation would exceed twenty percent of the cost of the larger transportation project. For instances where such accommodation exceeds twenty percent, the addition of bicyclist and pedestrian accommodation is not required, but FHWA encourages States to consider providing for such accommodation.
This table summarizes the statutorily defined BIP eligible project costs. The DOT recognizes that there are other eligible project costs, such as community engagement, that may be necessary for performance of a BIP award. Under 23 U.S.C. § 139(j), public entities receiving Federal assistance under title 23, U.S.C., or chapter 53, of title 49, U.S.C., may provide funds to Federal Agencies, State agencies, and Tribes participating in the environmental review process for the project.

If DOT makes a multi-year grant award, interest and other financing costs of carrying out a part of the project within a reasonable time shall be considered a cost of carrying out the project under a multi-year grant agreement.

i. Letters of No Prejudice

Under 23 U.S.C. § 124(k), DOT may pay to an applicant all eligible project costs under the BIP, including costs for an activity for an eligible project incurred prior to the date on which the project receives BIP funding assistance. Reimbursement for the activity is dependent upon the following:

a. Before an applicant carries out the activity, DOT approves through a Letter of No Prejudice the activity, with a finding that it is an eligible BIP activity;

b. The FHWA National Environmental Policy Act project development process (NEPA) is complete for the project with a verifiable Record of Decision, Finding of No Significant Impact of Categorial Exclusion Determination; and

c. The activity is carried out without Federal assistance and in accordance with all applicable procedures and requirements.

Interest and other financing costs in carrying out an eligible activity for an eligible project may also be incurred under the process set forth in 23 U.S.C. § 124(k)(2).

Applicants interested in seeking approval for an eligible activity for an eligible BIP project are advised that an approval (1) does not constitute an obligation of the Federal Government and (2) shall not alter or influence any evaluation for a Bridge Project or Large Bridge Project application or any recommendation by DOT for providing BIP funds to the project. (23 U.S.C. § 142(k)(3)). Applicants interested in seeking a Letter of No Prejudice should do so with the understanding that if approved they are proceeding at risk, as there is no guarantee that costs incurred will be reimbursed by DOT.
d. Limitation on Award of BIP Grants

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Project</th>
<th>Large Bridge Project</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>No limitation.</td>
<td>1. The project is reasonably expected to begin construction not later than 18 months after the date on which BIP funds are obligated for the project. (23 U.S.C. § 124(e)(2))</td>
<td>1. The project is reasonably expected to begin construction not later than 18 months after the date on which BIP funds are obligated for the project. (23 U.S.C. § 124(e)(2))</td>
<td>Please provide expected date of obligation of BIP funds and construction start date(^\text{13}), referencing project budget and schedule as needed. If the project has multiple independent components, or will be obligated and constructed in multiple phases, please provide sufficient information to show that each component meets this requirement. The DOT will base its determination on the project risk rating as assessed according to the Project Readiness consideration. The DOT will base its determination on the project risk as assessed by the Environmental Risk, Financial Completeness, and Technical Capacity evaluators.</td>
</tr>
</tbody>
</table>
| 2. Preliminary engineering is complete for the project\(^\text{14}\). (23 U.S.C. § 124(e)(2)) | 2. Preliminary engineering is complete for the project. (23 U.S.C. § 124(e)(2)) | For a project or independent project component to be based on the results of preliminary engineering, please indicate which of the following activities have been completed as of the date of application submission:  
- Environmental Assessments  
- Topographic Surveys  
- Metes and Bounds Surveys  
- Geotechnical Investigations  
- Hydrologic Analysis  
- Utility Engineering |

\(^{13}\) For BIP, construction start date means the anticipated date of project mobilization for physical construction.  
\(^{14}\) Under 23 U.S.C. § 124(e)(3), the Secretary may make a grant under BIP only to an eligible entity for a project that is based on the results of preliminary engineering. Although a project may be selected to receive a BIP grant for construction, DOT will not make the grant funds available until all applicable Federal requirements have been met, including completion of preliminary engineering. The BIP grant or “Federal award” will be provided pursuant to a grant agreement setting forth the terms and conditions of the award and the Federal award date means the date the grant agreement is signed by the authorized official of the FHWA. (2 CFR 200.1 and 200.201).
During the period of Fiscal years 2022 through 2026, in each State from which an eligible project is submitted, not fewer than 1 Large Bridge Project that is deemed justified or 2 Bridge Projects that are deemed justified, are to be awarded. An award is not required to be made to an eligible project which was determined to not be justified under an evaluation. (23 U.S.C. § 124(c)(5)(B)(ii) and (iii)).

4. Determination of Whether a Large Bridge Project’s Total Eligible Costs Are Not Less Than $100 Million

For Large Bridge Projects, to determine whether total eligible project costs exceed $100 million, DOT will count all future eligible project costs under the award and some related costs incurred before selection for a BIP Large Bridge Project grant.

The DOT will include previously incurred costs in total eligible project costs only if they were eligible project costs under Section C.3.b and were expended as part of the project for which the applicant seeks funds. Although previously incurred costs may be used for meeting the minimum threshold described in this section, they cannot be reimbursed with BIP grant funds unless DOT has approved a Letter of No Prejudice, nor will they count toward the project’s required non-Federal share.

5. Definition of Urban and Rural Communities

In selecting BIP grants, the Secretary shall consider geographic diversity among grant recipients, including the need for a balance between the needs of rural and urban communities. For purpose of this notice, in defining urban and rural communities, DOT will rely on the Census Bureau...
Census 2010 definition of Urbanized Area (UA) as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau Website at [http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/](http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/). For the purposes of the BIP program, Urbanized Areas with populations of less than 50,000 will be considered rural.
SECTION D - APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

All application materials may be found on Grants.gov at [http://www.grants.gov](http://www.grants.gov).

Once at Grants.gov, select the Search Grants tab. Then enter one of the following:

- Opportunity Number: **693JJ322NF00009**
- Opportunity Name: **Bridge Investment Program – Planning, Bridge Projects, and Large Bridge Projects**
- Assistance Listing Number: **20.205 Highway Planning and Construction**

When at one of these pages, select the Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. Select the Application Package tab to download the forms needed to submit an FY 2022 BIP application.

For a Telephone Device for the Deaf (TDD), please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to:

Angela Jones  
Agreement Specialist  
Office of Acquisition and Grants Management  
Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.  
Washington, DC  20590  
Email: BridgeInvestmentProgram@dot.gov (preferred)  
Phone: 202-366-4255

Alternate:

Robin Hobbs  
Agreement Officer/Team Leader  
Office of Acquisition and Grants Management  
Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.  
Washington, DC  20590  
Email: BridgeInvestmentProgram@dot.gov (preferred)  
Phone: 202-366-4004
2. Content and Form of Application Submission

All applications must be submitted electronically through grants.gov.

The application must include the Standard Form 424 (Application for Federal Assistance), Standard Form 424C (Budget Information for Construction Programs) and the respective application template of the BIP funding category with a supplemental Project Narrative as needed. More detailed information about the application templates and Project Narrative follows.

a. Application Templates

Applicants seeking FY 2022 BIP funds should submit an application template for the respective BIP funding category. The Planning Project Application Template, the Bridge Project Application Template, and Large Bridge Project Application Template are attached to this notice.

b. Planning Project Application and Project Narrative

Applicants for a FY 2022 BIP Planning grant are encouraged to use the FY 2022 Planning project application template and may submit a supplemental project narrative to provide any additional information necessary for DOT to determine that the project meets the statutory selection criteria and considerations described in Section E.1 and to assess the project outcome criteria specified in Section E.2. The Planning application template follows the outline below. If a supplemental project narrative is submitted with the application, DOT recommends that the project narrative follow the same outline to provide any additional information an applicant would like to provide regarding BIP program requirements. Following the template will also assist evaluators in locating relevant information.

| I. Basic Project Information – Description, Location, and Parties | See D.2.d.1 |
| II. National Bridge Inventory Data | See D.2.d.II |
| III. Project Costs – Grant Funds, Sources, and Use of all Project Funding | See D.2.d.III |
| IV. Project Outcome Criteria | See E.1 |
| V. Project Priority Considerations | See E.2 |
c. Bridge Project and Large Bridge Project Applications

Applicants for a FY 2022 BIP Bridge Project or Large Bridge Project grant are encouraged to use the respective funding category application template and may submit a supplemental project narrative to provide any additional information necessary for DOT to determine that the project meets the statutory eligibility criteria described in Section E.1 and to assess the project outcome criteria specified in Section E.2. The Bridge Project and Large Bridge Project application templates each follow the outline below. If a supplemental project narrative is submitted with the application, DOT recommends that the project narrative follow the outline below. Following the outline will also assist evaluators in locating relevant information.

d. Bridge Project and Large Bridge Project Narrative

| I. Basic Project Information – Description, Location, and Parties | See D.2.d.I |
| II. National Bridge Inventory Data | See D.2.d.II |
| III. Project Costs – Grant Funds, Sources, and Use of all Project Funding | See D.2.d.III |
| IV. Project Outcome Criteria | See E.1 |
| V. Benefit-Cost Analysis | See D.2.d.V |
| VI. Project Readiness and Environmental Risk | See D.2.d.VI |
| VII. Project Priority Considerations | See D.2.d.VII and Section E.2 |

For all Planning project, Bridge Project and Large Bridge Project applications, the project narrative should augment information provided in the application template necessary for DOT to do two things. First, to determine that the project satisfies project requirements described in Section C and the project outcome criteria in Section E.2 for each of the BIP funding categories from which the applicant is seeking funding. Second, to assess the statutory selection criteria and considerations specified in Section E.1 that are applicable to the BIP funding categories from which the applicant is seeking funding.

To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by DOT. The DOT may, but is not required to, request additional information, including additional data, to clarify an application, but DOT encourages applicants
to submit the most relevant and complete information they can provide. The DOT also encourages applicants, to the extent practicable, to provide data in a form that is publicly available or verifiable.

In addition to the information submitted in an application template, applicants should submit a detailed statement of work, detailed project schedule, and detailed project budget. Applicants may submit a project narrative to support these project elements and should include a table of contents, maps, and graphics, as appropriate, to make the information easier to review.

The DOT recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). The project narrative may not exceed 25 pages in length. Appendices may include documents supporting assertions or conclusions made in the 25-page project narrative and do not count towards the 25-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. At the applicant’s discretion, relevant materials provided previously to a modal administration in support of a different DOT financial assistance program may be referenced and described as unchanged. The DOT recommends using appropriately descriptive final names (e.g., “Project Narrative,” “Maps,” “Memoranda of Understanding and Letters of Support,” etc.) for all attachments. The DOT recommends applications include the following sections:

I. Basic Project Information – Project Description, Location, and Parties

The applicant should provide a concise description of the project, the specific improvement(s) needed for the bridge, how it will address those challenges, and advance one or more goals of the BIP. The project description should discuss the project’s history, including a description of any previously incurred costs. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

The applicant should describe in the application the project location, including a detailed geographical description of the proposed project, a map of the project’s location and connections to existing transportation infrastructure, and geospatial data describing the project location. The application should also identify:
(a) If the project is located within the boundary of a 2010 Census-designated Urbanized Area, the application should identify the Urbanized Area;\(^{15}\) and

(b) whether the project is located in one of four Federally designated community development zones (Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods).

Information under (b) may be used for DOT’s internal data tracking.

To the extent possible, DOT encourages, but it not requiring, applicants to identify the degree to which the project may contribute to the functioning and growth of the economy, including the extent to which the project addresses congestion or freight connectivity, bridges service gaps in rural areas, or promotes greater land-use productivity, including main street revitalization or locally-driven density decisions that support equitable commercial and mixed-income residential development.

This section of the application should provide details about the lead applicant. The details should include the lead applicant’s demonstrated experience with receipt and expenditure of Federal-aid highway program funds under title 23, U.S.C. The DOT will consider the degree of experience as part of the project readiness evaluation. If an application is rated highly under other criteria, but the applicant has no or limited experience with the receipt and expenditure of Federal-aid highway program funds, DOT may contact the applicant prior to final selection of FY 2022 awards to discuss technical resources that may be available to assist the applicant in obtaining the capacity and expertise to ensure compliance with all applicable Federal requirements and timely delivery of the project. The applicant should describe in detail all of the other public and private parties who are involved in delivering the project, including a specific description of the role of each entity in delivering the project.

II. National Bridge Inventory Data

The applicant should provide information from the National Bridge Inventory for each bridge on which the applicant proposes to use BIP funding. A list of recommended National Bridge Inventory data items is included in the application templates for each funding group. Additional items should be added if they support the project application. Data, format and coding information can be downloaded from [Download NBI ASCII files - National Bridge Inventory - Bridge Inspection - Safety Inspection - Bridges & Structures - Federal Highway Administration](dot.gov).

\(^{15}\) Lists of Urbanized Areas are available on the Census Bureau Website at [http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/](http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/) and maps are available at [https://tigerweb.geo.census.gov/tigerweb/](https://tigerweb.geo.census.gov/tigerweb/).
III. Project Costs - Grant Funds, Sources, and Uses of Project Funds

The applicant should describe the project’s budget in detail and the plans for covering the full cost of the project from all sources. The applicant may use this section of a project narrative to elaborate on the information provided in the application template. Whether addressed in the application template or project narrative, the applicant should provide the following:

- Identification of all Federal funds to be used for future eligible costs of the project, including BIP funds, other Federal grants that have been awarded to the project or for which the project intends to apply in the future, and any Federal formula funds that have already been programmed for the project or are planned to be programmed for the project.

- For each category of Federal funds to be used for future eligible project costs, the amount, nature, and source of any required non-Federal match for those funds.

Detailed Budget:

The applicant should show how each funding source will share in each major construction activity and present those data in dollars and percentages. Funding sources should be grouped into three categories: (1) non-Federal; (2) BIP; and (3) other Federal. If the project contains components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget should be detailed enough to demonstrate that the project satisfies the BIP statutory cost-sharing requirements described in Section C.2 and those associated with each category of Federal funding. The application should include information showing that the applicant has budgeted sufficient contingency amounts to cover unanticipated cost increases. In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant’s control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Complete information about project funds will ensure that DOT’s expectations for award execution align with any funding restrictions unrelated to DOT, even if an award differs from the applicant’s request.

Grant Funds and Sources/Uses of Project Funds:

The applicant should include information about the amount of BIP grant funding requested for the project, availability and commitment of funds sources and uses of all project funds, total project costs, percentage of project costs that would be paid for with BIP funds, and the identity and percentage shares of all parties providing funds for the project (including Federal funds provided under other programs).
The application should include the following forms, submitted as individual PDF documents:

- Standard Form 424 (Application for Federal Assistance) (mandatory);
- Grants.gov Lobbying Form (mandatory);
- Disclosure of Lobbying Activities form (SF-LLL) (mandatory); and
- Key Contacts (optional)

and either:

- Standard Form 424A (Budget Information for Non-Construction Programs) (mandatory) and Standard Form 424B (Assurances for Non-Construction Programs) (mandatory);

or

- Standard Form 424C (Budget Information for Construction Programs) (mandatory) and Standard Form 424D (Assurances for Construction Programs) (mandatory)

Applicants proposing non-construction-related projects should submit forms SF 424A and SF 424B with their application. Applicants proposing construction-related projects should submit forms SF 424C and SF 424D with their application.

Forms are available for download at https://www.grants.gov/web/grants/forms/sf-424-mandatory-family.html.

The Standard Form 424B or 424D (as applicable) should be supported by a budget narrative explaining each element of cost.

IV. Project Outcome Criteria

The applicant should describe how the proposal meets the project outcome criteria listed in Section E.1.

V. Benefit Cost Analysis

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the project narrative. The purpose of the BCA is to enable DOT to evaluate the project’s cost effectiveness by comparing its expected benefits to its expected costs. The results of the analysis should be summarized in the project narrative directly. Applicants should also provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by DOT evaluators.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes
of the project, and the values of key input parameters. The analysis should provide present value estimates of a project’s benefits and costs relative to a no-build baseline. To calculate present values, applicants should apply a real discount rate of 7 percent per year to the project’s streams of benefits and costs, which should be stated in constant-dollar terms. The costs and benefits that are compared in the BCA must cover the same project scope.

Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project. Projected benefits may accrue to both users of the facility and those who are affected by its use (such as through changes in emissions of greenhouse gases and other pollutants, or availability of affordable housing or more affordable transportation choices). Usage forecasts applied in estimating future benefits should account for any additional demand induced by the improvements to the facility. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

The BCA should include the full costs of developing, constructing, operating, and maintaining the proposed project, as well as the expected timing or schedule for costs in each of these categories. The BCA may also include the present discounted value of any remaining service life of the asset at the end of the analysis period.

Detailed guidance from the DOT on estimating benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, is available on the program Website (see www.transportation.gov/office-policy/transportation-policy/benefit-cost-analysis-guidance-discretionary-grant-programs-0)

VI. Project Readiness and Environmental Risk

The application should include information that, when considered with the project budget information, is sufficient for DOT to evaluate whether the project is reasonably expected to begin construction in a timely manner. To assist DOT’s project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections. Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators.

Instructions describing how DOT will evaluate a project’s readiness is described in Section E.2.b.iii of this notice. Applicants also should review that section before considering how to organize their application.
a) Technical Feasibility.

The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed. The applicant must demonstrate compliance with Title VI/Civil Rights requirements, to ensure that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability.

b) Project Schedule.

The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the Statewide Transportation Improvement Program); start and completion of NEPA and other Federal environmental reviews and approvals, including permitting, design completion, right-of-way acquisition, approval of plans, specifications and estimates (PS&E); procurement; State and local approvals; project partnership and implementation agreements including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

- all necessary activities will be complete to allow BIP funds to be obligated sufficient in advance of the statutory deadline and that any unexpected delays will not put the funds at risk of expiring before they are obligated;

- the project can proceed to the next stage of project development within 12 months of a Categorical Exclusion Determination, Finding of No Significant Impacts, or a Record of Decision;

- the project can begin construction quickly upon obligation of grant funds, or no later than 18 months after obligation, and that the grant funds will be spent expeditiously once construction starts; and

- all real property and right-of-way acquisition necessary for the project will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other

16 Obligation for a BIP occurs when a selected applicant enters a project agreement with the FHWA and FHWA authorizes the project to proceed. For construction, this is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements.
applicable legal requirements or a statement that no acquisition is necessary. A plan for securing any required right-of-way agreements should be included. If applicable, this section should describe a right-of-way acquisition plan that minimally disrupts communities and maintains community cohesion.

c) Required Approvals

i. Environmental Permits and Reviews

The application should demonstrate receipt (or the schedule for anticipated receipt) of all environmental approvals and permits necessary for the project including each bridge within a bridge bundle to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State, and local requirements and completion of the NEPA process. Specifically, in this section the applicant may elaborate on the NEPA information provided in the cover sheet. If the final agency action with respect to NEPA occurred more than three years before the application date, the applicant should describe a proposed approach for updating this material in accordance with applicable NEPA reconsideration requirements. This section should also provide:

- Any information on reviews, approvals, and permits by other Federal and State agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies, indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a Website link or other reference to copies of any reviews, approvals, and permits prepared.

- Environmental studies or other documents—preferably through a Website link—that describe in detail known project impacts, and possible mitigation for those impacts.

- A description of discussions with FHWA regarding the project’s compliance with NEPA and other applicable Federal environmental reviews and approvals.

- A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

17 Environmental Review Toolkit | FHWA (dot.gov) Provides singular gateway to environmental resources that will help applicants better understand the requirements of NEPA for projects administered by FHWA.
ii. State and Local Approvals

The applicant should demonstrate receipt (or the schedule for anticipated receipt) of State and local approvals on which the project depends, such as State and local environmental and planning approvals, and statewide transportation improvement program (STIP) or transportation improvement program (TIP) funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support, including support from impacted communities.

iii. Federal Transportation Requirements Affecting State and Local Planning

The planning requirements applicable to the Federal-aid highway program apply to all BIP projects. Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. Applicants should provide links or other documentation supporting this consideration. Because projects have different schedules, the construction start date for each grant will be specified in the project-specific agreements signed by FHWA and the grant recipients, will be based on critical path items that applicants identify in the application, and will be consistent with relevant State and local plans.

iv. Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, lack of support from stakeholders or impacted communities, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to

18 In accordance with 23 U.S.C. §§ 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP), and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and metropolitan planning organization (MPO). Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant.
mitigate those risks\textsuperscript{19}. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

To the extent it is unfamiliar with the Federal-aid highway program, the applicant should contact the FHWA Division office in their State as found at Field Offices | Federal Highway Administration (dot.gov) for information on what steps are prerequisite to the obligation of Federal funds to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

**VII. Project Priority Considerations**

The applicant should include a section to highlight any priority considerations (see Section E.2) the project will address. Detailed information demonstrating how the project supports the priority consideration(s) and references to earlier sections of the narrative along with supporting documentation should be included in the application.

**3. Unique Entity Identifier (UEI) and System for Award Management (SAM)**

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal government and will be replaced by the SAM UEI. Applicants will need to use a UEI issued during the SAM.gov registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned and it is currently viewable within SAM.gov; there is no action for registered entities to take at this time to obtain their SAM UEI.

Each applicant is required to:

a. Be registered in SAM before submitting their application;

b. Provide a valid UEI in their application; and

c. Continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding agency.

\textsuperscript{19} The DOT considers an applicant’s lack of experience with receipt and expenditure of Federal-aid highway funds under title 23, U.S.C. a material risk.
Please see https://www.grants.gov/web/grants/applicants/applicant-faqs.html#UEI for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on grants.gov and on application package forms.

The DOT may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

NOTE TO APPLICANTS: The SAM.gov requires the registrant to provide a UEI number to complete the registration. These processes can take several weeks to complete so should be started well before the application deadline.

4. Submission Dates and Times

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Time on the dates identified on the title page of this NOFO (the “application deadline”).

5. Intergovernmental Review

The BIP is not subject to the Intergovernmental Review of Federal programs under E.O. 12372.

6. Funding Restrictions

Pre-BIP award costs will not be reimbursed except as provided under a Letter of No Prejudice as described in Section C.3.c.i.

7. Other Submission Requirements

a. Scalable Project Options

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project or a bundled project at the full requested amount. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. The DOT may award a lesser amount whether or not a scalable option is provided.
b. Submission Location

Applications must be submitted to Grants.gov.

c. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

d. Late Applications

Applicants experiencing technical issues with Grants.gov that are beyond the applicant’s control must contact BridgeInvestmentProgram@dot.gov prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

(1) Details of the technical issue experienced;

(2) Screen capture(s) of the technical issues experienced along with corresponding Grants.gov “Grant tracking number;”

(3) The “Legal Business Name” for the applicant that was provided in the SF-424;

(4) The Point of Contact name submitted in the SF-424;

(5) The UEI associated with the application; and


To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this notice of funding opportunity; and (4) technical issues experienced with the applicant’s computer or information technology environment.

After FHWA reviews all information submitted and contact the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. The FHWA will not accept appeals of FHWA
decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

e. Compliance with Section 508 of the Rehabilitation Act of 1973

The DOT encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at https://www.access-board.gov/ict.
SECTION E - APPLICATION REVIEW INFORMATION

The DOT will award BIP funds based on an evaluation of the Statutory Evaluation Requirements, Statutory Secretarial Considerations, Statutorily Required Project Selection Priorities, and the FY 2022 project outcome criteria for each funding category as described in this Section E.

Statutory Evaluation Requirements

There are no statutory evaluation requirements for Planning Grants. For Bridge Project and Large Bridge Projects, DOT is statutorily required to evaluate specific benefits under 23 U.S.C. § 124. The table below describes each benefit and provides instructions to applicants on how to present information supporting the benefit. To assist applicants, the table identifies the project outcome criteria under which DOT will evaluate the responsiveness of an application to the statutory evaluation requirements.

<table>
<thead>
<tr>
<th>Statutory Evaluation Requirements</th>
<th>Bridge Project</th>
<th>Large Bridge Project</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In this column DOT includes the statutory evaluation requirements for Bridge Projects. The Secretary shall evaluate information on project benefits, including whether the project will generate the benefits specified under 23 U.S.C. § 124(f)(3)(B)(i) and (ii).</td>
<td>In this column DOT includes the statutory evaluation requirements for Large Bridge Projects. The Project is justified by the Secretary under 23 U.S.C. § 124(g)(4)(A) through (E). The project addresses a need to improve the condition of the bridge, as determined by the Secretary, consistent with the goals of the BIP.</td>
<td>In this column, DOT offers instructions to applicants on how to address each of the statutory evaluation requirements.</td>
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<tr>
<td>Costs avoided by the prevention of the closure or reduced use of the bridge to be improved by the project (23 U.S.C. § 124(f)(3)(B)(i)(I))</td>
<td>Costs avoided by the prevention of the closure or reduced use of the bridge to be improved by the project (23 U.S.C. § 124(g)(4)(B)(i))</td>
<td>Summarize the benefits of providing protection activities and benefits to reduced future maintenance costs, and benefits from prevention of the closure or reduced use of the bridge, highlighting the assumptions made about the timing of potential closure and/or reduced use of the bridge in the absence of the project. For Large Bridge Projects,</td>
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<td>Statutory Evaluation Requirements</td>
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<td><strong>Reductions in maintenance costs, including, in the case of a Federally-owned bridge, cost savings to the Federal budget (23 U.S.C. § 24(f)(3)(B)(i)(XI))</strong></td>
<td><strong>Reductions in maintenance costs, including, in the case of a Federally-owned bridge, cost savings to the Federal budget (23 U.S.C. § 124(g)(4)(B)(xi))</strong></td>
<td>describe how the project is alignment with an asset management plan, and for National Highway System structures, how it is sponsored by the State and addressed in the State’s asset management plan. The DOT will base its determination on the assessment of this information during the review of the Project Outcome Criterion for State of Good Repair.</td>
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<td><strong>The requirement under 23 U.S.C. § 124(g)(4)(E) is not required for Bridge Projects</strong></td>
<td>Is consistent with the objectives of an applicable asset management plan of the project sponsor, including a State asset management plan under 23 U.S.C. § 119(e) in the case of a project on the National Highway Systems that is sponsored by a State (23 U.S.C. § 124(g)(4)(E))</td>
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<td><strong>Safety benefits, including the reduction of accidents and related costs (23 U.S.C. § 124(f)(3)(B)(i)(III))</strong></td>
<td><strong>Safety benefits, including the reduction of accidents and related costs (23 U.S.C. § 124(g)(4)(B)(iii))</strong></td>
<td>Summarize the safety benefits of the project and independent project components. The DOT will base its determination on the assessment of this information during the review of the Project Outcome Criterion for Safety.</td>
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<td><strong>Person and freight mobility benefits, including congestion reduction and reliability improvements (23 U.S.C. § 124(f)(3)(B)(i)(IV))</strong></td>
<td><strong>Person and freight mobility benefits, including congestion reduction and reliability improvements (23 U.S.C. § 124(g)(4)(B)(iv))</strong></td>
<td>Summarize the mobility and economic benefits of the project and independent project components and describe the scale of their impact in national or regional terms with a focus on volume and estimated dollar amount of freight movement and the types of goods being moved. The DOT will base its determination on the assessment of this information during the review of the Project Outcome Criterion for National or regional economic benefits (23 U.S.C. § 124(f)(3)(B)(i)(V)).</td>
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<td>Statutory Evaluation Requirements</td>
<td>Mobility and Economic Competitiveness.</td>
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<td>Benefits from long-term resiliency to extreme weather events, flooding, or other natural disasters (23 U.S.C. § 124(f)(3)(B)(i)(VI))</td>
<td>Benefits from long-term resiliency to extreme weather events, flooding, or other natural disasters (23 U.S.C. § 124(g)(4)(B)(vi))</td>
<td>Summarize the benefits of projects to improve resiliency of the bridge to extreme weather events. Also describe anticipated environmental benefits of the project, including how the project will improve wildlife connectivity, especially for aquatic species, and reduce air and other pollutants (such as stormwater runoff pollutants). The DOT will base its determination on the assessment of this information during the review of the Project Outcome Criterion for Climate Change, Resiliency, and the Environment.</td>
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<td>Person and freight mobility benefits, including congestion reduction and reliability improvements (23 U.S.C. § 124(f)(3)(B)(i)(IV))</td>
<td>Person and freight mobility benefits, including congestion reduction and reliability improvements (23 U.S.C. § 124(g)(4)(B)(iv))</td>
<td>Summarize the benefits of the project to nonvehicular and public transportation users, including how impacted communities are engaged in the project planning process and how the project will improve community connectivity upon completion. The DOT will base its determination on the assessment of this information during the review of the Project Outcome Criterion for Quality of Life.</td>
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<td>In the case of a bundle of projects, benefits from executing the projects as a</td>
<td>In the case of a bundle of projects, benefits from executing the projects</td>
<td>Summarize the benefits of the project will earn through the use of innovative design</td>
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<td>Statutory Evaluation Requirements</td>
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<td><strong>bundle compared to as</strong></td>
<td><strong>as a bundle compared to as</strong></td>
<td><strong>and construction techniques, or innovative technologies, and what cost savings the</strong></td>
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<td><strong>individual projects (23 U.S.C. § 124(f)(3)(B)(i)(II))</strong></td>
<td><strong>individual projects (23 U.S.C. § 124(g)(4)(B)(ii)</strong></td>
<td><strong>project may achieve through the use of bundling compared to individual projects. The DOT will base its determination on the assessment of this information during the review of the Project Outcome Criterion for Innovation.</strong></td>
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<td><strong>Benefits of using innovative design and construction techniques or innovative technologies (23 U.S.C. § 124(f)(3)(B)(i)(X)(aa) and (bb))</strong></td>
<td><strong>Benefits of using innovative design and construction techniques or innovative technologies (23 U.S.C. § 124(g)(4)(B)(x)(I) and (II))</strong></td>
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<td><strong>Whether and the extent to which the benefits, including the benefits described in 23 U.S.C. § 124(f)(3)(B)(i), are more likely than not to outweigh the total project costs (23 U.S.C. § 124(f)(3)(B)(ii))</strong></td>
<td><strong>Is cost effective based on an analysis of whether the benefits and avoided costs described in 23 U.S.C. § 124(g)(B), are expected to outweigh the project costs (23 U.S.C. § 124(g)(C))</strong></td>
<td><strong>Summarize the results of the benefit-cost analysis, including estimates for the categories of benefits described in 23 U.S.C. § 124(f)(3)(B)(i) or 23 U.S.C. § 124(g)(B). The DOT will base its determination on the assessment of this information during the review of the Economic Analysis Rating.</strong></td>
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<tr>
<td><strong>The requirement under 23 U.S.C. § 124(g)(D) is not required for Bridge Projects</strong></td>
<td><strong>Is supported by other Federal or non-Federal financial commitments or revenues adequate to fund ongoing maintenance and preservation (23 U.S.C. § 124(g)(D))</strong></td>
<td><strong>Indicate funding source(s) and amounts that will account for ongoing maintenance and preservation upon completion of the project. Demonstrate the funding is stable and dependable by referencing a letter of commitment, a local government resolution, memorandum of understanding, or similar documentation. The DOT will base its determination on the assessment of this</strong></td>
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Statutory Evaluation Requirements

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<th>Information during the review of the Project Readiness Rating.</th>
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**Statutory Secretarial Considerations**

In selecting projects to receive a BIP grant, for FY 2022 BIP awards in accordance with 23 U.S.C. § 124(c)(5) the Secretary shall give consideration to:

a. the average daily person and freight throughput supported by the eligible project;

b. the number and percentage of bridges within the same State as the eligible project that are in poor condition;

c. the extent to which the eligible project demonstrates cost savings by bundling multiple bridge projects;

d. in the case of an eligible project of a Federal land management agency, the extent to which the grant would reduce a Federal liability or Federal infrastructure maintenance backlog;

e. geographic diversity among grant recipients, including the need for a balance between the needs of rural and urban communities; and

f. the extent to which a bridge that would be assisted with a grant: (i) is, without that assistance at risk of falling into or remaining in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years; (ii) does not meet current geometric design standards based on the current use of the bridge, or load and traffic requirements typical of the regional corridor or local network in which the bridge is located; or (iii) does not meet current seismic design standards.

**Statutory Required Project Selection Priorities**

In selecting a Bridge Project or Large Bridge Project for a FY 2022 BIP grant, the Secretary shall:

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20 23 U.S.C. § 124(c)(5)(B)(i)(1) requires the Secretary to give priority consideration for an eligible project that is located within a State for which 2 or more applications for eligible projects within the State were submitted for the current fiscal year and an average of 2 or more applications for eligible projects within the State were submitted in prior fiscal years of the program. For the first fiscal year of the BIP, DOT is unable to take into account eligible projects submitted in a prior fiscal year of the program. The DOT will apply this part of the priority consideration during the FY 2023-2026 BIP funds competitions.
a. give priority to an application for an eligible project that is located within a State for which 2 or more applications for eligible projects within the State were submitted for the current fiscal year;

b. fewer than 2 grants have been awarded BIP funds for eligible projects within the State; and

c. not be required to award a grant for an eligible project that the Secretary does not determine is justified under an evaluation. (23 U.S.C. § 124(c)(5)(B)).

1. Criteria

The DOT will evaluate projects using the following project outcome criteria FY 2022 BIP applications.

a. Planning Projects

i. BIP Program Goals: The DOT will assess how the proposed planning project is envisioned to lead to a Bridge Project or Large Bridge Project that would achieve one or more of the BIP program goals (see Section A.1 Overview). If the project will achieve more than one goal, identify each goal by name and its subsection listed below, and address the respective goal definition. Please include data (qualitative or quantitative) or evidence (newspaper articles, public meetings, etc.) that supports how the ultimate project will meet each identified goal(s).

The DOT will separately rate each goal addressed in the application, as follows:

**Highly Qualified:** The application describes in detail how the proposed project will advance a BIP goal. Data provided in the application directly supports how the proposed BIP Bridge Project or Large Bridge Project would advance a BIP program goal.

**Qualified:** The application generally describes with little detail how the proposed project will advance a BIP goal. The data provided in the application is limited or does not directly demonstrate how the proposed Bridge Project or Large Bridge Project would advance a BIP program goal.

**Not Qualified:** The application does not clearly describe how the proposed project will advance the goal, the data provided in the application does not demonstrate how the project will advance a BIP goal or no data is included in the application.

ii. Project Description: The DOT will assess whether the application describes the Bridge Project or Large Bridge Project the planning process will evaluate. This should include a discussion about the condition of the bridge(s) supported by documented information
available at the time of submission of the application. The application should demonstrate how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project.

The DOT will rate the project description included in the application, as follows:

**Highly Qualified:** The application describes the Bridge Project or Large Bridge Project in detail and provides comprehensive information about the condition of the bridge(s) along with extensive data or other evidence that demonstrates how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project.

**Qualified:** The application generally describes the Bridge Project or Large Bridge Project. Information provided about the condition of the bridge is not comprehensive and that data submitted to demonstrate how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project is incomplete.

**Not Qualified:** The application does not describe a Bridge Project or Large Bridge Project. The application contains little or no information about the condition of the bridge or how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project.

**iii. Project Schedule:** The DOT will assess the current status of the planning process, including all activities either completed or under way at the time of the submission of the BIP Planning grant application. All major activities intended to be funded under a BIP Planning project should be described in detail with anticipated start and ends dates for each activity. Applications should also include a post-Planning grant schedule with the planned start and end dates of all major activities that will need to be completed from the end of the BIP Planning grant through the completion of a BIP Bridge Project or Large Bridge Project.

The DOT will rate the project schedule included in the application, as follows:

**Highly Qualified:** Application provides detailed information on the project schedule, including already completed activities and activities currently underway. The project schedule presented in the application includes the anticipated start and end dates for each activity, as well as a detailed post-Planning schedule. The information provided is sufficient for reviewers to evaluate with certainty the feasibility of the project schedule.

**Qualified:** Application provides information on the project schedule, but it is not detailed. Information provided is vague and reviewers are not able to evaluate the feasibility of the project schedule with certainty.

**Not Qualified:** Application does not include a project schedule, or it is incomplete. Reviewers are unable to assess the feasibility of the project schedule.
iv. Project Budget. The DOT will assess the proposed project budget. The description should include a detailed description of the start and end dates for major project activities, milestones, and deliverables. The description should also include a detailed project budget with the total project cost. The budget should identify all funding sources and amounts, including an estimated BIP grant request amount. Other funding sources, as appropriate, include Other Federal funds; State funds; Tribal funds; Local funds; and other funds such as private funds. Competitive applications should include information about all sources of Federal funds that have been requested for the project, information about the amount requested, and whether or not the requested funding was received. If the funding request was not granted, please include a discussion of any documented basis for the denial of the funding. If the funding was received, please provide the date of award and how the funds have been or are expected to be used on the project.

The DOT will rate the project budget included in the application, as follows:

**Highly Qualified:** Application presents a detailed budget including the source of funds and amount for each major project activity, milestones, and deliverables. The application includes a detailed budget that shows the total project cost, all funding sources and amounts, and percentage of total project costs. The application is fully responsive and provides detailed information about all Federal funding requests particularly those that would leverage other Federal funding opportunities.

**Qualified:** Application includes a cursory budget. The budget includes each major project activity, milestone and deliverable but does not specify the source of funds and amount for each. The budget lacks detail on the total project cost, funding sources and amounts, and percentage of total project costs. The application is not fully responsive or provides limited information about all Federal funding requests.

**Not Qualified:** No budget is included in the application. Information contained in the budget is incomplete.

b. Bridge Projects and Large Bridge Projects

For FY 2022, DOT has designated six project outcome criteria which will be used to evaluate and rate the responsiveness of an application to the Statutory Required Evaluation Requirements and Statutory Secretarial Considerations. The DOT will also use the project outcome criteria to assess how a project will advance DOT policy areas of safety, reduction in surface transportation greenhouse emissions, increased resilience to climate change, equitable transportation options and access, promoting competitiveness of the U.S. economy, improving job opportunities, and accommodating new emerging technologies.
**Criterion #1: State of Good Repair**

The DOT will assess how the project will contribute to a state of good repair by: (1) improving the condition of a bridge in poor condition or in fair condition and at risk of falling into poor condition within the next three years\(^{21}\); (2) improving protection, such as seismic or scour protection, to provide long-term resiliency to extreme weather events, flooding, or other natural disasters; and (3) reducing maintenance costs. The application should include a detailed plan of the major activities that will be undertaken to address (1) or (2), and (3), with each supported by quantifiable data that supports the anticipated benefits of the project. The data should show how the project will improve the condition of the bridge(s) by reducing the total person miles traveled over the bridge(s): (1) in poor condition or in fair condition and at risk of falling into poor condition within the next three years; (2) that do not meet current geometric design standards; and (3) that cannot meet the load and traffic requirements typical of the regional transportation network. The application should contain data that classifies each bridge with a condition rating of good, fair, or poor, along with supporting data for the condition classification\(^{22}\). For bridges in fair condition, the application should include quantifiable data that demonstrates the risk of the bridge falling into poor condition within the next three years from the date of the application deadline, if applicable. The proposed project should be consistent with relevant plans to maintain transportation facilities or systems in a state of good repair, including how the project is consistent with the objectives of an asset management plan of the project sponsor, including a State asset management plan under 23 U.S.C. § 119(e) in the case of a project on the National Highway System that is sponsored by a State. The DOT will consider whether the project includes a maintenance plan that demonstrates the project funded with BIP grant funds will be maintained in a state of good repair.

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<th>Selection Criteria</th>
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<tr>
<td>State of Good Repair</td>
<td>The application contains insufficient information to allow reviewers to assess one of the following: (1.a) the condition of the bridge to support a finding that the bridge is in poor condition or in fair condition and at risk of falling into poor</td>
<td>The application describes: (1.a) a bridge that is in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years, but the data included in the application is not quantifiable to fully demonstrate current condition of the bridge or the risk of falling into poor</td>
<td>The application includes quantifiable data that demonstrates: (1.a) the bridge is in poor condition or in fair condition and at risk of falling into poor condition within the next three years from the date of the Bridge Project or Large Bridge Project application deadline; (1.b) that the bridge does not meet</td>
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\(^{21}\) 23 CFR 490.409 provides definition and methodology for classifying bridges in fair and poor condition.

\(^{22}\) 23 CFR 490.409 provides definition and methodology for classifying bridges in fair and poor condition.
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<td>condition within the next 3 years; (1.b) whether the bridge does not meet current geometric design standards or cannot meet the load and traffic requirements typical of the regional network; (1.c) whether if the bridge is not improved, there is a threat to the future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth due to a closure or reduction in use; (1.d) how the project will improve protection, such as seismic or scour protection, to improve the bridge’s long-term resiliency; OR contains insufficient information to allow the reviewers to assess one or more of the following: (2) how the project will reduce maintenance costs; or (3) whether the project is in an asset management plan or consistent with an asset management plan.</td>
<td>condition within the next 3 years; or (1.b) a bridge does not meet current geometric design standards or cannot meet the load and traffic requirements typical of the regional transportation network, but this is not supported with appropriate geometric requirements established by the State; or (1.c) The application mentions but does not demonstrate that if the bridge is not improved, there is a threat to the future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth due to a closure or reduction in use; or (1.d) The application mentions but does not demonstrate how the project will improve protection, such as seismic or scour protection, to improve the bridge’s long-term resiliency.</td>
<td>current geometric design standards; or cannot meet the load and traffic requirements typical of the regional transportation network; (1.c) the application demonstrates that if the bridge is not improved, there is a threat to the future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth due to a closure or reduction in use; or (1.d) the project will improve protection, such as seismic or scour protection, to improve the bridge’s long-term resiliency. The major activities proposed to improve the condition of the bridge are feasible and the application provides a detailed description of the project plan, supported by data, that shows how the project will address one or more of the items listed above, including the number of bridges to be improved and the total person miles traveled that would be impacted by the improvement; AND (2) The application provides verifiable data that the project will reduce maintenance costs.</td>
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<td><strong>Safety</strong></td>
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<td>(3) The application indicates that the project is in an asset management plan but does not demonstrate how it is consistent with the plan.</td>
<td>project will be maintained in a state of good repair; AND (3) The application demonstrates that the project is consistent with the objectives of an asset management plan.</td>
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**Criterion #2: Safety**

The DOT will assess how the project will improve the safety of the bridge and associated sections of roadway. The application should include verifiable data on: (1) the number and type of crashes including serious injuries, and fatalities on or near the bridge; (2) how the project will target known and documented, if any safety problems with the bridge, within the project area or wider transportation network; and (3) how the project will protect motorized and non-motorized travelers or communities from health and safety risks. The application should provide a narrative describing how the project will improve the bridge and associated sections of roadway. The application should address the inclusion of improvements to safety features such as but not limited to traffic signs, pavement markings, multimodal accommodations, and physical bicycle and pedestrian barrier separations. The application should address whether and, if so how, the project has been or could be designed and operated to maximize the existing right-of-way for accommodation of non-motorized modes and transit options that increase safety and connectivity. The application should provide evidence to support the claimed level of effectiveness of the project in improving all safety concerns and proposed improvements for the bridge.

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<td>Safety</td>
<td>The application contains insufficient information to assess one or more of the following: (1) new and continued safety benefits that will be achieved in reducing accidents, injuries, or fatalities; (2) safety problems with the bridge, within the project area or wider transportation network if any and how the project will</td>
<td>The application describes: (1) new and continued safety benefits that will be achieved in reducing crashes, injuries, or fatalities; (2) safety problems with the bridge, within the project area or wider transportation network, if any; or (3) how the</td>
<td>The application provides verifiable data on: (1) the number and type of accidents including serious injuries, and fatalities on or affected by the bridge; (2) how the project will target known, documented, if any, safety problems with the bridge, within the project area or wider transportation network, if any; or (3) how the</td>
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<td>address these problems; or (3) how the project will protect motorize and non-motorized travelers or communities from health and safety risks including improvements to, the addition of, or continuation of safety features.</td>
<td>project will protect motorize and non-motorized travelers or communities from health and safety risks including improvements to, the addition of, or continuation of safety features. The application generally describes whether, and if so how, the project will improve the safety of the bridge and associated sections of roadway. The application generally describes whether and how, the project has been or could be designed and operated to maximize the existing right-of-way for accommodation of non-motorized modes and transit options that increase safety and connectivity. But the application lacks sufficient data to allow reviewers to determine the claimed level of effectives of the project in improving the described safety concern, if any, for the bridge.</td>
<td>network; and (3) demonstrate how the project will protect motorized and non-motorized travelers or communities from health and safety risks including improvements to, the addition of, or continuation of, safety features. The application provides detailed information about whether and, if so how, the project will improve the safety of the bridge and associated sections of roadway. The application provides detailed information about whether and, if so how, the project has been or could be designed and operated to maximize the existing right-of-way for accommodation of non-motorized modes and transit options that increase safety and connectivity. The application provides evidence to support the claimed level of effectiveness of the project in improving all documented safety concerns, if any, for the bridge.</td>
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Criterion #3: Mobility and Economic Competitiveness

The DOT will assess the number of bridges and the total person miles traveled expected to be impacted by the project or how the project will improve the mobility, efficiency, and reliability of the movement of people and freight, accounting for current traffic demands and estimated future demands. In addressing this criterion, competitive applications will use the information provided under the state of good repair criterion to support how improvements will improve the flow of a regional network by addressing current geometric conditions of the bridge, whether those conditions are sufficient for load and traffic requirements of the regional networks or will improve mobility of people and freight by reducing the person miles traveled impacted by these conditions. Projects that increase mobility for freight movement and improve supply chains should describe the improvements in detail, with verifiable estimates of anticipated improvements, including the anticipated impacts to congestion reduction and reliability improvements.

The application should describe in detail how the project is expected to support a strong economy and labor market and thereby contribute to national or regional significance and benefits. This includes the creation of good-paying jobs with the free and fair choice to join a union, and the incorporation of strong labor standards including project labor agreements, use of local and economic hiring preferences, workforce development programs and registered apprenticeships, and labor management partnerships. The application should also describe in detail how the project is expected to support the hiring and retention of historically underrepresented groups of workers, including through use of local and economic hiring preferences, investments in high-quality workforce development programs with supportive services, and other policies.

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<td>Mobility and Economic Competitiveness</td>
<td>The application contains insufficient information to allow reviewers to assess one or more of the following: (1) Improvements to the efficiency or reliability of the movement of people and freight</td>
<td>The application describes: (1) the number of structures and the total person miles traveled expected to be impacted by the project and improvements to the efficiency or reliability of the movement of people and freight through the project corridor, but does not provide data to</td>
<td>The application provides a detailed description of the number of structures and the total person miles traveled expected to be impacted by the project and how the project will improve the mobility, efficiency, and reliability of the movement of people and freight, accounting for current traffic demands and</td>
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<td>through the project corridor, including congestion reduction;</td>
<td>support claims or projections for long-term benefits;</td>
<td>estimated future demands. The application uses the information provided under the state of good repair criterion to support how improvements will improve the flow of a regional network by addressing current geometric conditions of the bridge, whether those conditions are sufficient for load and traffic requirements of the regional networks or will improve mobility of people and freight by reducing the person miles traveled impacted by these conditions. The application demonstrates that the project will increase mobility for freight movement and improve supply chains by reducing congestion and improving reliability. The application includes verifiable estimates of the anticipated improvements including improvements that may result in greater land-use productivity. OR</td>
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<tr>
<td>(2) Current geometric design features of the bridge;</td>
<td>(2) current geometric design features of the bridge without context for required geometric tolerances for the load and traffic requirements of the regional networks; (3) an increase in mobility for freight movement and improve supply chains by reducing congestion and improving reliability; (4) National or regional economic benefits are anticipated by the project, but data to support these benefits are not substantiated; (5) The project sponsor demonstrates significant creation of good-paying jobs with a free and fair choice to join a union and the incorporation of strong labor standards. and includes strategies for bring underrepresented workers into the workforce. OR (6) the applicant describes how the project will result in hiring and retention of historically underrepresented group into good-paying jobs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) National or regional economic benefits.</td>
<td>(3) an increase in mobility for freight movement and improve supply chains by reducing congestion and improving reliability; (4) National or regional economic benefits are anticipated by the project, but data to support these benefits are not substantiated; (5) The project sponsor demonstrates significant creation of good-paying jobs with a free and fair choice to join a union and the incorporation of strong labor standards. and includes strategies for bring underrepresented workers into the workforce. OR (6) the applicant describes how the project will result in hiring and retention of historically underrepresented group into good-paying jobs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Criterion #4: Climate Change, Resiliency, and the Environment

The DOT will assess whether the project will address climate change, improve resiliency, support environmental sustainability, and address environmental justice based on data submitted with the application that demonstrates the benefits to each of these areas of consideration. The application should include a detailed discussion of how the project will reduce air pollution and greenhouse gas emissions from motor vehicles, including increasing use of lower-carbon travel modes such as transit and active transportation; incorporate lower-carbon pavement and construction materials; improve resiliency of at-risk infrastructure by improving disaster preparedness and resilience to all hazards, including long-term resiliency to extreme weather events, flooding, or other natural disasters, and the risks associated with climate change; improve wildlife connectivity, especially for aquatic species; or address the disproportionate negative environmental impacts of transportation on disadvantaged communities.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Non-Responsive</th>
<th>Responsive</th>
<th>Highly Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Climate Change, Resiliency, and the Environment</td>
<td>The application contains insufficient information to assess one or more of the following: (1) reduction of air pollution or greenhouse gas emissions (including increasing use of lower carbon travel modes such as transit</td>
<td>The application describes: (1) a reduction of air pollution or greenhouse gas emissions, but does not provide data to support a reduction (including increasing use of lower carbon travel modes such as transit and active transportation); (2) improved resiliency of at-risk infrastructure without providing data that the</td>
<td>The application includes quantifiable data that demonstrates: (1) a reduction of air pollution or greenhouse gases (including increasing use of lower carbon travel modes such as transit and active transportation); (2) improved resiliency of at-risk infrastructure; (3) improve wildlife</td>
</tr>
</tbody>
</table>
and active transportation; (2) improve resiliency of at-risk infrastructure; (3) improvement to wildlife connectivity, especially for aquatic species; or (4) address negative environmental impacts on disadvantaged communities.

The DOT will consider the extent to which a project will improve the quality of life for local, regional, or national users of the facility based on the location of the project. Applicants should provide information about public engagement during the project’s planning, consideration of quality of life benefits to all affected by the project, and how these contributed to the design of the project. At a minimum, applicants should describe (1) the consideration of benefits to nonvehicular and public transportation users, and (2) the extent to which the project will provide person mobility benefits including congestion reduction and reliability. Competitive applications will demonstrate partnerships with State, local, community-based, and private entities in the planning and designing of the project to provide the most benefits to all affected by the project, and the roles of these entities in the planning, design, construction, and operation of the project.

The DOT will consider how the project will proactively address equity and barriers to opportunity, improve quality of life in rural areas or urbanized areas, and benefit Historically Disadvantaged Communities or populations, or Areas of Persistent Poverty. This may include increasing affordable transportation choices, especially for transportation disadvantaged communities. It should also describe how the project has or will meaningfully engage communities affected by the project, with effective public participation that is accessible to all persons regardless of race, color, national origin, disability, age, and sex. Equity considerations should be integrated into planning, development, and implementation of transportation investments, including utilization of Disadvantaged Business Enterprises (DBE). The application should describe any public involvement plan or targeted outreach, demonstrating engagement of diverse input such as community-based organizations during project planning and consideration of such input in the decision-making. The project application should describe planning and engagement in the project design phase to mitigate and, to the greatest extent possible, prevent, physical and economic displacement. The project application should also describe how the
The project is expected to support the hiring and retention of historically underrepresented groups of workers, including through use of local and economic hiring preferences, investments in high-quality workforce development programs with supportive services, and other policies.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Non-Responsive</th>
<th>Responsive</th>
<th>Highly Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of Life</td>
<td>The application contains insufficient information to assess one or more of the following: (1) how the project has or will engage communities affected by the project; (2) what considerations for nonvehicular and public transportation were included in the project; (3) how the project will provide congestion reduction or reliability benefits to person mobility.</td>
<td>The application describes: (1) a plan to engage affected communities, but does not provide details on who will be engaged or how engagement will occur or has occurred; (2) incorporation of nonvehicular and/or public transportation on the project but does not describe benefits realized; (3) an expected reduction in congestion and improved reliability but fails to quantify the benefits.</td>
<td>The application includes (1) verifiable evidence that demonstrates the project has or will engage diverse people and communities, particularly Historically Disadvantaged Communities or populations, or Areas of Persistent Poverty with effective public participation that is accessible to all persons regardless of race, color, national origin, disability, age, and sex and taking into account consideration of such input in the planning, development, and implementation of the project decision-making process; (2) the application describes how the planning and engagement in the project design phase will mitigate and, to the greatest extent possible, prevent, physical and economic displacement, as may</td>
</tr>
</tbody>
</table>
Criterion #6: Innovation

The DOT will assess whether and to what extent the applicant describes and documents how the project will deploy innovative financing, innovative project designs or construction techniques, and innovative technology and the benefits of those methods. The DOT will consider the extent to which innovative financing is utilized on the project, including the use of bundling of projects and benefits of executing the project as a bundle compared to individual projects.24

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Non-Responsive</th>
<th>Responsive</th>
<th>Highly Responsive</th>
</tr>
</thead>
</table>

24 For innovative safety proposals, DOT will evaluate safety benefits that those approaches could produce and the broader applicability of the potential results. The DOT will also assess the extent to which the project uses innovative technology that supports surface transportation to significantly enhance the operational performance of the transportation system. Please note that all innovative technology must be in compliance with 2 CFR 200.216.
| Innovation | The application contains insufficient information to assess innovation benefits. | The application describes the use of an innovative technique, technology, or financing methodology, but does not provide sufficient information on the innovation or quantitative benefits from using the innovation. | The application includes quantitative benefits for the use of an innovative technique, technology, or financing. |

2. Review and Selection Process

a. Planning Projects

The DOT will evaluate BIP Planning project applications in accordance with the evaluation process discussed below.

The DOT will conduct an application intake and eligibility review by providing an initial eligibility screening based on the statutory eligibility criteria in Section C. Only eligible projects will be evaluated against the project outcome criteria in Section E.

The DOT will establish a Technical Review Team to review each eligible application. The team will be composed of individuals from FHWA. The team will review each application against the project outcome criteria in each of the categories and assign a rating of “Highly Recommended,” “Recommended,” or “Not Recommended,” to each application.

A **Highly Recommended** project is one that meets all Highly Qualified project criteria.

A **Recommended** project is one that receives one Qualified rating on a project selection criterion and then Qualified or Highly Qualified on the remaining project selection criteria.

A **Not Recommended** project is one that does not meet one or more of the statutory eligibility criteria or an eligible application that receives at least one Not Qualified on a project selection criterion.

**DOT Planning Priority Considerations**

The DOT will give priority consideration to Highly Recommended Planning Project applications that (1) demonstrate that in the absence of a BIP Planning grant the project sponsor(s) will be unable to begin or complete the planning process for a BIP Large Bridge Project, and (2) are for one of the following:

1. To complete the planning process for a Large Bridge Project that will replace, rehabilitate, preserve, or protect a bridge in poor condition on the National Bridge Inventory and an anticipated construction start date within two years of completion of the planning process; or
2. To begin and complete the planning process for a Large Bridge Project that will replace, rehabilitate, preserve, or protect a bridge in poor condition on the National Bridge Inventory.

The Technical Review Team will also evaluate each application’s responsiveness to the DOT Planning Priority Considerations.

The rating for each Planning project and evaluation of responsiveness to the DOT Planning Priority Considerations will be sent to a Second Level Review Team. The Second Level Review Team is comprised of FHWA Senior Leadership. The Second Level Review Team will consider the applications and the technical evaluations, and determine which projects to advance to the FHWA Administrator. After consideration of the ratings, the FHWA Administrator may take into account the application’s responsiveness to the DOT Planning Priority Considerations and determine which projects to advance to the Secretary. The final Planning Project funding decisions will be made by the Secretary.

b. Review and Selection Process for Bridge Projects and Large Bridge Projects

The DOT will conduct an application intake and eligibility review by providing an initial eligibility screening based on the statutory eligibility criteria in Section C. Only eligible projects will be evaluated against the project outcome criteria in Section E.2.b.

The BIP evaluation process consists of an Analysis Phase and Senior Review Phase. In the Analysis Phase, teams will, for each project, rate how well it addresses the project outcome criteria using the rating system in Section E.2 as follows:

i. Project Outcome Selection Criteria Responsiveness Ratings.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>All 6 Criteria, including State of Good Repair and Safety, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium-High</td>
<td>5 or more Criteria, including State of Good Repair and Safety, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium</td>
<td>4 or more Criteria, including State of Good Repair and Safety, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>State of Good Repair or Safety are ranked Responsive or 3 or fewer Criteria are ranked Highly Responsive</td>
</tr>
<tr>
<td>Low</td>
<td>One or more Criteria are ranked non-Responsive</td>
</tr>
</tbody>
</table>
ii. Economic Analysis Rating

The DOT will consider a project’s benefits as compared to its costs to determine whether a project is cost effective and assign an economic analysis rating. To the extent possible, DOT will rely on quantitative, evidence-based, and data-supported analysis in this assessment. Based on the DOT’s assessment, DOT will assign an economic analysis rating of high, medium-high, medium, medium-low, or low according to the following table:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>The project’s benefits will exceed its costs, with a benefit-cost ratio of at least 1.5</td>
</tr>
<tr>
<td>Medium-High</td>
<td>The project's benefits will exceed its costs</td>
</tr>
<tr>
<td>Medium</td>
<td>The project's benefits are likely to exceed its costs</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>The project's costs are likely to exceed its benefits</td>
</tr>
<tr>
<td>Low</td>
<td>The project’s costs will exceed its benefits</td>
</tr>
</tbody>
</table>

iii. Project Readiness Rating

The DOT will consider project readiness to assess the likelihood of a successful project. In that project readiness analysis, DOT will consider three evaluation ratings: Environmental Risk, Technical Assessment, and Financial Completeness Assessment. The application should contain a section that explicitly addresses Environmental Risk, but the Technical Assessment and Financial Completeness Assessment will be based on information contained throughout the application.

Environmental Risk assessment analyzes the project’s environmental approvals and likelihood of the necessary approval affecting project obligation, and results in a rating of “high risk,” “moderate risk,” or “low risk.” The Technical Assessment will be reviewed for all eligible applications and will assess the applicant’s capacity to successfully deliver the project in compliance with applicable Federal requirements based on factors including the recipient’s experience working with Federal Agencies, civil rights compliance (including compliance with Title VI of the Civil Rights Act of 1964 and accompanying DOT regulations, the Americans with Disability Act, and Section 504 of the Rehabilitation Act), previous experience with DOT discretionary grant awards and the technical experience and resources dedicated to the project.
Technical Assessment ratings will be one of the following: “certain,” “somewhat certain or unknown,” or “uncertain.” Lack of previous project delivery according to Federal requirements is not sufficient justification for a rating of “uncertain,” but may result in a rating of “unknown.”

The Financial Completeness Assessment reviews the availability of matching funds and whether the applicant presented a complete funding package, and will receive a rating of “complete, partially complete,” or “incomplete.” For projects that receive a rating of “complete” and include funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates, without specified contingency, evaluators may add a comment to note the potential for uncertainty in the estimated project costs. All applicants should describe a plan to address potential cost overruns and future maintenance and preservation costs and how those costs will be funded.

The Project Readiness Ratings described above will be translated to a high, medium-high, medium, medium-low, or low rating, using the table below:

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Assessment</td>
<td>Uncertain: The team is not confident in the applicant’s capacity to deliver this project in a manner that satisfies Federal requirements</td>
<td>Somewhat Certain/Unknown: The team is moderately confident in the applicant’s capacity to deliver the project in a manner that satisfies Federal requirements</td>
<td>Certain: The team is confident in the applicant’s capacity to deliver the project in a manner that satisfies Federal requirements</td>
</tr>
<tr>
<td>Financial Completeness</td>
<td>Incomplete Funding: The project lacks full funding, or one or more Federal or non-Federal match sources are still uncertain as to whether they will be secured in time to meet the project’s construction schedule</td>
<td>Partially Complete/Appear Stable and Highly Likely to be Available: Project funding is not fully committed but appears highly likely to be secured in time to meet the project’s construction schedule</td>
<td>Complete, Stable and Committed: The Project’s Federal and non-Federal sources are fully committed and there is demonstrated funding available to cover contingency/cost increases.</td>
</tr>
<tr>
<td>Environmental Review and Permitting Risk</td>
<td>High Risk: The project has not completed or begun NEPA and there are known</td>
<td>Moderate Risk: The project has not completed NEPA or secured necessary Federal permits, and</td>
<td>Low Risk: The Project has completed NEPA, or it is highly likely that they will be able to complete</td>
</tr>
</tbody>
</table>
environmental, or litigation concerns associated with the project. it is uncertain whether they will be able to complete NEPA or secure necessary Federal permits in the time necessary to meet their project schedule. NEPA and other environmental reviews in the time necessary to meet their project schedule.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>All 3’s</td>
</tr>
<tr>
<td>Medium-High</td>
<td>Two 3’s, one 2</td>
</tr>
<tr>
<td>Medium</td>
<td>One 3, two 2’s</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>All 2’s</td>
</tr>
<tr>
<td>Low</td>
<td>Any 1’s</td>
</tr>
</tbody>
</table>

iv. Overall Application Rating; DOT Priority Considerations; and Project Selection Process

Bridge Project and Large Bridge Project Overall Rating

The DOT will assign each eligible project a rating of Highly Recommended, Recommended, or Not Recommended for Bridge Project and Large Bridge Project grant requests. The rating will be assigned by DOT on the following basis:

A rating of “Highly Recommended” will be assigned to a project that:
- Meets all of the eligibility requirements;
- Received a Highly Responsive rating for State of Good Repair and Safety, and at least three out of the four remaining project outcome criteria received a Highly Responsive rating; and
- Received no less than a Medium-High for both economic analysis and project readiness.

A rating of “Recommended” will be assigned to a project that:
- Meets all of the eligibility requirements;
- Received a Highly Responsive rating for State of Good Repair and Safety, and at least two out of the four remaining criteria received a Highly Responsive rating; and
- Received no less than a Medium for both economic analysis and project readiness.

A rating of “Not Recommended” will be assigned to a project that:
- Does not meet one or more of eligibility requirements;
- Received a Non-Responsive on any of the criteria;
• Is not otherwise assigned a “Highly Recommended” or “Recommended” rating.

DOT Priority Considerations – Large Bridge Projects

For FY 2022, DOT will give priority consideration to funding Large Bridge Projects of bridges in poor condition or in fair condition and at risk of falling into poor condition within the next three years and that demonstrate but for a BIP grant the project sponsor(s) will be unable to complete the Large Bridge Project, and the project has one or more of the following characteristics:

1. The geometric design standards used for the construction of the bridge met the applicable standards at that time but no longer meets the current geometric design standards;

2. The total future eligible project costs are no less than $1 billion;

3. The application demonstrated a need for a BIP grant of not less than $100 million;

4. The project readiness evaluation demonstrates that the project can distribute a BIP grant of not less than $100 million over a four-year period if a multi-year grant is awarded to the project;

5. The applicants are a Federal Land Management Agency who owns the bridge and a State, and Large Bridge Project application provides evidence that upon completion of the project, the bridge will be divested; and

6. The project is or will be ready to proceed to the next stage of project delivery within 12 months of a Categorical Exclusion Determination, Finding of No Significant Impact, or Record of Decision.

7. The project includes accommodation for transit such as the inclusion of bus rapid lanes on the bridge25.

8. The project has national or regional economic significance.

9. Without a FY 2022 BIP grant, construction of the project is unlikely to commence before September 30, 2025.

25This priority consideration does not mean that transit only bridges are eligible for BIP assistance. Transit only bridges are not highway bridges nor are they included in the NBI and therefore do not meet the BIP eligibility criteria.
DOT Priority Considerations – Bridge Projects

For FY 2022, DOT will give priority consideration to funding Bridge Projects for bridges in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years that demonstrate but for a BIP grant the project sponsor(s) will be unable to complete final design and any necessary right-of-way acquisition and construction, and the project:

1. Is or will be ready to proceed to final design, and right-of-way acquisition if necessary, within 12 months of a Categorical Exclusion Determination, Finding of No Significant Impact, or Record of Decision; and

2. The project schedule and budget demonstrate that a two-phased BIP funding approach is feasible with an initial obligation of BIP funds to complete final design, and any right-of-way acquisition, and proceed to the construction phase within 12 months of the initial award of FY 2022 BIP funds. The second obligation of BIP funds for construction will be, based upon the results of preliminary engineering and FHWA approval of the plans, specifications, and estimate for the project or request for proposals, which is reasonably expected to begin construction within 18 months of the first obligation of BIP funds.26

3. Without a FY 2022 BIP grant, construction of the project is unlikely to commence before September 30, 2025.

The Analysis Team will also evaluate each application’s responsiveness to the DOT Priority Considerations.

v. Selection Process

The Analysis Team will send the overall project rating for each Bridge Project and Large Bridge Project and evaluation of responsiveness to the DOT Priority Considerations to a Second Level Review Team. The Second Level Review Team is comprised of FHWA Senior Leadership. The Second Level Review Team will determine which Highly Recommended projects to advance to the FHWA Administrator. The Second Level Review team may also recommend for selection Recommended projects that meet one or more of the priority considerations. When recommending a Recommended project over a Highly Recommended project, the Second Level Review Team will select Recommended projects by considering how well the project addressed the project outcome criteria and number of criteria rated High as well as the project’s High ratings under project readiness. The FHWA Administrator will determine which Highly

26 If selected for a FY 2022 BIP award, the funds will be obligated on a phased basis. The funds for completion of preliminary engineering will be obligated first. The remainder of the BIP award will be obligated upon completion of preliminary engineering and FHWA approval of PS&E, subject to the availability of BIP funds.
Recommended projects, and any Recommended projects to advance to the Secretary after considering the Second Level Review Team recommendations including the responsiveness to the DOT Priority Considerations.

In addition, the FHWA Administrator may advise the Secretary on options for reduced awards, awards under a different funding category than identified in the application, and in the case of a bridge bundle, options for funding certain bridges of the bundle that are immediately ready to proceed to construction upon award, providing separate grants for bridges in the bundle that may need to complete NEPA, or to remove bridges from the bundle altogether from consideration.

The Secretary makes final project selections. The Secretary will prioritize selections among the projects advanced by the Administrator. The Secretary’s selections identify the applications that best address the BIP program goals, statutory selection criteria and DOT Priority Considerations, and ensure the effective use of Federal funding while also improving transportation safety, reducing surface transportation-related greenhouse gas emissions, delivering equitable transportation options and access, and accommodating new and emerging technologies.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206. The FHWA must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS). An applicant may review information in FAPIIS and comment on any information about itself. The FHWA will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.
SECTION F - FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notice

The FHWA will announce the awarded projects by posting a list of selected projects at BIP - Funding Programs - Management and Preservation - Bridges & Structures - Federal Highway Administration (dot.gov). Following the announcement, successful applicants and unsuccessful applicants will be notified separately.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR part 1201. Applicable Federal laws, rules, and regulations set forth in title 23, U.S.C., and title 23 of the CFR, shall apply to awards provided under this program.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The Bridge Investment Program is an infrastructure program subject to the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). As well as 23 U.S.C. § 313. The Department expects all recipients to be able to complete their project without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

Recipients of Federal transportation funding will be required to comply fully with the ADA, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements. The
Department’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded projects to ensure full compliance with Federal civil rights requirements.

Recipients of an award under this program are also required to comply fully with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by an award made available under this program, be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor.

Each applicant selected for an award under this notice must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the type and scale of the bridge project or projects involved. Projects that have not considered and addressed physical and cyber security risks relevant to the type and scale of the bridge project or projects involved, and resilience, as determined by DOT and the Department of Homeland Security, may be required to do so before receiving funds for construction, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems.

3. Reporting

a. Progress Reporting on Grant Activities

Required reporting follows the requirements for regular Federal-aid projects. Each applicant selected for BIP grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the BIP grant program. State DOTs and other recipients within the State should submit progress reports to the FHWA Division office, which will report to FHWA Headquarters (HQ). Tribes and FLMA should submit progress reports to the FHWA Office of Federal Lands Highway which will report to FHWA HQ.

To the extent possible, each applicant selected for discretionary grant funding must demonstrate effort to consider climate change and sustainability impacts, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619), as well as efforts to improve racial equity and reduce barriers to opportunity, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009). To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds for construction, consistent with Executive Order 14025, *Worker Organizing and Empowerment* (86 FR 22829), and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act* (86 FR 64335).
The project sponsor will work with DOT to identify actions that achieve these goals, are appropriate for their project, and can be carried out by the project sponsor. If a project sponsor is unable to identify any such actions, the sponsor may be asked to submit a report to DOT describing the actions that were considered.

b. Program Evaluation

As a condition of grant award, BIP grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

The BIP grant recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For BIP grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR part 200).
SECTION G - FEDERAL AWARDING AGENCY CONTACT(S)

For questions concerning this NOFO and the BIP program, please contact:

Angela Jones
Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Ave., SE.,
Washington, DC  20590
Email: BridgeInvestmentProgram@dot.gov (preferred)
Phone: 202-466-4255

Alternate:

Robin Hobbs
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Ave., SE.,
Washington, DC  20590
Email: BridgeInvestmentProgram@dot.gov (preferred)
Phone: 202-366-4004
SECTION H – OTHER INFORMATION

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) State on the cover of that document that it “Contains Confidential Business Information (CBI)”; (2) mark each page that contains confidential information with “CBI”; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. The DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information.

Following the completion of the selection process and announcement of awards, DOT intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H.1, DOT may make application narratives publicly available or share application information within DOT or with other Federal Agencies if DOT determines that sharing is relevant to the respective program’s objectives.

3. DOT Feedback on Applications

Debriefs by BIP staff are available to applicants not selected for award to receive information about the BIP project’s evaluation.
Resolution authorizing application for and acceptance of Bipartisan Infrastructure Law grant funding from the U.S. Department of Transportation, Federal Highway Administration on behalf of the Chemung County Planning Department and Chemung County Department of Public Works (2022 Bridge Investment Program) (Kahler Road Bridge)

Resolution #: 22-407
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
Section 11118 of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Bridge Investment Program (BIP) which is codified at 23 U.S.C. § 124.

Grant application will be developed for planning the feasibility of a Kahler Road bridge in Big Flats and will be prepared by the Planning Dept. with assistance from the Department of Public Works.

ATTACHMENTS:

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<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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<tr>
<td>BIP_Kickoff_Slides_2022-06-10_for_release_508.pdf</td>
<td>BIP Kickoff Slides 2022-06-10</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
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<tr>
<td>NOFO_693JJ322NF00009_-_RE.pdf</td>
<td>Notice of Funding Opportunities</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
</tbody>
</table>
Bridge Investment Program

BridgeInvestmentProgram@dot.gov
Disclaimer

• Except for any statutes or regulations cited, the contents of this presentation do not have the force and effect of law and are not meant to bind the public in any way. This presentation is intended only to provide information to the public regarding existing requirements under the law or agency policies.

• FHWA is the source of all images
Today’s Webinar

• What is the BIP?
• Program Eligibility
• Selection Criteria
• Application Format and Templates
• Process Details
What is the BIP?

• The Bipartisan Infrastructure Law (BIL*) established a new program, the Bridge Investment Program (BIP) under 23 U.S.C. 124
• In addition, BIL designated funding for FY22 through FY26 for this program
• BIL established two funding categories within BIP: Large Projects (Large Bridge Projects) and Other than Large Projects (Bridge Projects)
• For FY22-FY26, a third funding category was added: Planning Grants (Division J, Title VIII of BIL)

*BIL - Enacted as the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58, Nov. 15, 2021)
Program Goals (23 U.S.C. 124 (b)(2))

Improve condition by reducing number of and total person miles traveled over bridges:

- In poor condition
- In fair condition and at risk of falling into poor condition
- That do not meet current geometric design standards
- That cannot meet the load and traffic requirements of the regional transportation network

Improve safety, efficiency, and reliability of the movement of people and freight over bridges

Provide financial assistance that leverages and encourages non-Federal contributions
Program Eligibility

• Eligible Applicants
• Eligible Projects
• Eligible Project Costs
• Award Size
• Cost Share
Eligible Applicants (23 U.S.C. 124 (d)(2))

1. A State or a group of States;
2. A metropolitan planning organization that serves an urbanized area (as designated by the Bureau of the Census) with a population over 200,000;
3. A unit of local government or a group of local governments;
4. A political subdivision of a State or local government;
5. A special purpose district or a public authority with a transportation function;
6. A Federal land management agency;
7. A Tribal government or a consortium of Tribal governments; and
8. A multistate or multijurisdictional group of entities as described above in 1-7.
# Eligible Projects

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Projects (Projects with total eligible projects costs of $100 million or less)</th>
<th>Large Bridge Project (Projects with a total eligible project costs of greater than $100 million)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project for planning, feasibility analyses, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for assistance under the BIP (See Division J, Title VIII of BIL)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Project to replace, rehabilitate, preserve, or protect one or more bridges on the National Bridge Inventory under 23 U.S.C. § 144(b) (See 23 U.S.C. § 124(a)(1)(A))</td>
<td>1. Project to replace, rehabilitate, preserve, or protect one or more bridges on the National Bridge Inventory under 23 U.S.C. § 144(b) (See 23 U.S.C. § 124(a)(1)(A))</td>
</tr>
</tbody>
</table>
Eligible Projects

• Title 23 Requirements
  • Maintenance Commitment
  • Bike and Pedestrian Accommodation
  • Others
## Eligible Project Costs

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Projects and Large Bridge Projects (23 U.S.C. 124 (h) &amp; 124 (i))</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Planning,</td>
<td>1. Development phase activities, including planning, feasibility analyses,</td>
</tr>
<tr>
<td>2. Feasibility analyses,</td>
<td>revenue forecasting, environmental review, preliminary engineering and</td>
</tr>
<tr>
<td>and</td>
<td>design work, and other preconstruction activities</td>
</tr>
<tr>
<td>3. Revenue forecasting.</td>
<td>2. Construction, which includes replacement and preservation, reconstruction,</td>
</tr>
<tr>
<td></td>
<td>rehabilitation, acquisition of real property (including land related to the</td>
</tr>
<tr>
<td></td>
<td>project and improvements to the land), environmental mitigation, construction</td>
</tr>
<tr>
<td></td>
<td>contingencies, acquisition of equipment, and operational improvements</td>
</tr>
<tr>
<td></td>
<td>directly related to improving system performance</td>
</tr>
<tr>
<td></td>
<td>3. Expenses related to the protection as described in 23 U.S.C. 133(b)(10)</td>
</tr>
<tr>
<td></td>
<td>of a bridge, including seismic or scour protection</td>
</tr>
<tr>
<td></td>
<td>4. On the request of an eligible entity carrying out an eligible project,</td>
</tr>
<tr>
<td></td>
<td>amounts awarded to the entity to pay subsidy and administrative costs</td>
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<tr>
<td></td>
<td>necessary to provide to the entity Federal credit assistance under 23 U.S.</td>
</tr>
<tr>
<td></td>
<td>C. chapter 6</td>
</tr>
</tbody>
</table>

STAMP_ITEMNUMBER
Award Size

• Planning Grants
  • No maximum or minimum award size
  • $20 million available for FY22

• Bridge Project Grants
  • Total project costs cannot exceed $100 million
  • Minimum award of $2.5 million
  • Maximum award amount of up to 80% of total project costs

• Large Bridge Project Grants
  • Total project costs of greater than $100 million
  • Minimum award of $50 million
  • Maximum award amount of up to 50% of total project costs
Cost Share

• Maximum Federal Share
  • Cannot exceed Federal share for the project under 23 U.S.C. 120
  • Cannot exceed 90% for off-system bridges

• Federal assistance, other than BIP funds, can be used to satisfy the remaining project costs as long as the maximum federal share is not exceeded

• Federal land management agency, Tribal government, or a consortium of Tribal governments can use federal funds from a source other than BIP to pay the remaining cost
Application Review

• Statutory Evaluation Requirements
• Planning Project Outcome Criteria
• Bridge Project and Large Bridge Project Outcome Criteria
• Economic Analysis Rating
• Project Readiness Rating
• Overall Ratings
• DOT Priorities
• Selection Process
Statutory Evaluation Requirements

• Required items for consideration in project outcome criteria, economic analysis rating, or project readiness rating

Statutory Secretarial Considerations

• Considerations for project selection

Statutory Project Selection Priorities

• Every State awarded at least 1 Large Bridge Project or 2 Bridge Projects between FY22 – FY26
Planning Project Outcome Criteria

BIP Program Goals
• Will lead to a future Large Bridge Project or Bridge Project application

Project Description
• Might support Large Bridge Project or Bridge Project outcome criteria

Project Schedule
• When would an application for a Large Bridge Project or Bridge Project construction grant be submitted

Project Budget
• Would costs meet minimum threshold for a Bridge Project grant
Bridge Project and Large Bridge Project Outcome Criteria

• State of Good Repair
• Safety
• Mobility and Economic Competitiveness
• Climate Change, Resiliency, and the Environment
• Quality of Life
• Innovation
Project Outcome Criteria

• Provide a narrative response for each selection criteria
• Address several key points to satisfy program considerations
• Where possible, provide quantifiable or substantive data
• As needed, provide supporting materials via attachments or an additional narrative
• Quality of narrative and supporting materials determines project rating
• 5-point scale – High, Medium-High, Medium, Medium-Low, Low
# Project Outcome Criteria

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>5 or more Criteria, including State of Good Repair, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium-High</td>
<td>3 or more Criteria, including State of Good Repair, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium</td>
<td>1 or more Criteria are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>All Criteria are ranked Responsive</td>
</tr>
<tr>
<td>Low</td>
<td>One or more Criteria are ranked non-Responsive</td>
</tr>
</tbody>
</table>
State of Good Repair

- Describe how the project addresses at least one of the following:
  - A bridge in poor condition or at risk of falling into poor condition
  - A bridge that does not meet current geometric design standards
  - A bridge that if not addressed is a threat to future transportation efficiency
  - A bridge protection project that addresses long-term resiliency (such as scour or seismic)

- Describe how the project addresses both of the following:
  - A reduction in maintenance costs to achieve a state of good repair
  - Consistency with objectives of an asset management plan

This slide is an overview of the criteria and more details are in the NOFO
Safety

• Describes how the project improves safety:
  • Number and type of accidents
  • Expected reduction in accidents
  • Expected benefits to protect travelers (motorized and non-motorized)
Mobility and Economic Competitiveness

• Describes how the project supports mobility and economic competitiveness:
  • Number of structures and total person miles traveled impacted by the project
  • Expected improvements to mobility, efficiency, and reliability
  • Impact on freight movement and the national and regional impacts
  • Improvements resulting in greater land-use productivity
  • Creation of good-paying jobs

This slide is an overview of the criteria and more details are in the NOFO
Climate Change, Resiliency, and the Environment

- Describes how the project impacts climate change, resiliency and the environment:
  - Reduction in air pollution
  - Improved resiliency of at-risk infrastructure
  - Improved wildlife connectivity for aquatic species
  - Improves conditions for disadvantaged communities

This slide is an overview of the criteria and more details are in the NOFO
Quality of Life

• Describes how the project improves the quality of life:
  • Engages diverse populations from the affected communities
  • Includes activities to limit or mitigate the impact of physical or economic displacement
  • Incorporates nonvehicular or public transportation
  • Improves access to equitable housing and transportation
  • Reduces congestion and improves project corridor reliability
Innovation

• Describe how the project utilized innovation
  • Innovative techniques
  • Innovative technologies
  • Innovative financing
    • Bridge Bundling
    • Transportation Infrastructure Finance and Innovation Act (TIFIA)

This slide is an overview of the criteria and more details are in the NOFO
Economic Analysis Rating

- Develop a Benefit Cost Analysis for the project
- USDOT/FHWA reviews analysis and rates based on benefit-cost and confidence level
- 5-point scale – High, Medium-High, Medium, Medium-Low, Low
# Economic Analysis Rating

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>The project’s benefits will exceed its costs, with a benefit-cost ratio of at least 1.5</td>
</tr>
<tr>
<td>Medium-High</td>
<td>The project's benefits will exceed its costs</td>
</tr>
<tr>
<td>Medium</td>
<td>The project's benefits are likely to exceed its costs</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>The project's costs are likely to exceed its benefits</td>
</tr>
<tr>
<td>Low</td>
<td>The project’s costs will exceed its benefits</td>
</tr>
</tbody>
</table>
Project Readiness Rating

Technical Assessment
• Confidence of USDOT/FHWA for the applicant to deliver the project

Financial Completeness
• Funding sources are available and committed for the project

Environmental Review and Permitting Risk
• Risk associated with completing NEPA and other permitting requirements
Overall Rating

• Highly Recommended
  • Meets all eligibility requirements
  • Received a highly responsive rating for State of Good Repair and Safety, and for at least 3 out of 4 remaining outcome criteria
  • No less than Medium-high rating for BCA and project readiness

• Recommended
  • Meets all eligibility requirements
  • Received a highly responsive rating for State of Good Repair and Safety, and at least 2 out of 4 remaining outcome criteria
  • No less than a Medium rating for BCA and project readiness

• Not Recommended
DOT Priority Considerations - Planning

• Complete planning process for a Large Bridge Project in poor condition with construction starting within 2 years of completion of the planning process

• Start and complete planning process for a Large Bridge Project in poor condition
DOT Priority Consideration – Large Bridge Projects

- Bridges in poor condition or at risk of falling into poor condition
- And one or more of the following:
  1. Does not meet current geometric design standards
  2. Total future eligible project costs greater than $1 billion
  3. Grant need of greater than $100 million
  4. Project readiness evaluation determines award could be distributed over 4-year period
  5. FLMA bridge that will be divested to a non-Federal entity
  6. Project is ready to proceed to next stage of delivery within 12 months of completing NEPA process
  7. Incorporates transit, such as bus rapid lanes
  8. Demonstrates national or regional economic significance
DOT Priority Consideration – Bridge Projects

• Bridges in poor condition or at risk of falling into poor condition

• And one or more of the following:
  1. Ready to proceed to final design within 12 months of completing NEPA process
  2. Can accommodate two-phased funding approach, initial obligation to complete final design within 12 months, second obligation for construction within 18 months of initial obligation
  3. Without FY22 grants, construction would not commence before September 30, 2025
Selection Process

• The application Analysis Team will produce the overall project rating and an evaluation of responsiveness to DOT Priority Considerations
• A Second Level Review Team of FHWA Senior Leadership will identify which projects to advance to the FHWA Administrator
• The FHWA Administrator will determine which projects to advance to the Secretary
• The Secretary makes final project selections
Application Format and Templates

• Application Templates
• Planning Format
• Large Bridge Project and Bridge Project Format
Planning Format

• Basic Project Information (Description, Location, and Parties)
• National Bridge Inventory Data
• Project Costs
• Project Outcome Criteria
• Project Priority Considerations
Large Bridge Project and Bridge Project Format

• Basic Project Information
• National Bridge Inventory Data
• Project Costs
• Project Outcome Criteria
• Benefit-Cost Analysis
• Project Readiness and Environmental Risk
• Project Priority Considerations
Application Templates

• Three templates developed, one for each application type
  • Planning
  • Large Bridge Project
  • Bridge Project

• Provides an overall document framework for developing an application

• Expected to be supplemented with additional information
  • Benefit-Cost Analysis Calculations
  • Calculations for determining risk of fair bridges falling into poor within 3 years
  • Additional information to support narrative statements about project outcome criteria and project readiness and environmental risk
Process Details

How are applications submitted?
- All applications must be submitted through grants.gov

When are applications required to be submitted by?
- Planning grants – 45 days from publication or July 25, 2022, at 11:59 PM EDT
- Large Bridge Projects – 60 days from publication or August 9, 2022, at 11:59 PM EDT
- Bridge Projects – 90 days from publication or September 8, 2022, at 11:59 PM EDT
Questions?

BridgelInvestmentProgram@dot.gov
2022 BRIDGE INVESTMENT PROGRAM GRANTS

Opening Date: June 10, 2022
Webinar: June 10, 2022
Planning Project Application Due: July 25, 2022, at 11:59 PM EDT
Large Bridge Project Application Due: August 9, 2022, at 11:59 PM EDT
Bridge Project Application Due: September 8, 2022, at 11:59 PM EDT

NOTE: The FHWA uses www.grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. Applicants are encouraged to register in advance of the submission deadline and to register to receive notifications of updates/amendments to this Notice. Approval of user registrations for the site may take multiple weeks. It is the Applicant’s responsibility to monitor for any updates to this Notice.
U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Notice of Funding Opportunity for the 2022 Bridge Investment Program

AGENCY: U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The purpose of this notice is to solicit applications for three categories of Bridge Investment Program (BIP) funding opportunities: (1) Planning; (2) Bridge Projects (projects with eligible costs less than $100 million); and (3) Large Bridge Projects (projects with eligible costs greater than $100 million). Eligible applicants may submit applications for any of the three funding categories, but each category has distinct eligibility and selection criteria and application deadlines.

A total of $20 million in 2022 BIP funds are available for Planning funding opportunities. These funds will be awarded on a competitive basis for planning, feasibility analysis, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for BIP funding under either the Bridge Projects or Large Bridge Projects funding categories.

A total of $2.36 billion in 2022 BIP funds are available for the Bridge Projects and Large Bridge Projects funding opportunities. These funds will be awarded on a competitive basis for bridge replacement, rehabilitation, preservation, and protection projects that: (1) improve the safety, efficiency, and reliability of the movement of people and freight over bridges; and (2) improve the condition of bridges in the United States by reducing (a) the number of bridges, and total person miles traveled over bridges, that are in poor condition or that are in fair condition and at risk of falling into poor condition within the next three years, or (b) the number of bridges, and total person miles traveled over bridges, that do not meet current geometric design standards or cannot meet the load and traffic requirements typical of the regional transportation network. In addition, Large Bridge Projects that receive a BIP award of not less than $100 million are eligible for multiyear grants, in which DOT can award available funds to a project over the course of several years in accordance with an agreement and in alignment with its schedule. In selecting Bridge Projects and Large Bridge Projects, FHWA will consider the extent to which BIP funds leverage non-Federal contributions from sponsors and stakeholders involved in the planning, design, and construction of eligible projects.
This notice describes the application requirements, selection and evaluation criteria, applicable program and Federal requirements, and available technical assistance during the grant solicitation period.

ASSISTANCE LISTING (formerly CATALOG OF FEDERAL DOMESTIC ASSISTANCE) NUMBER: 20.205 Highway Planning and Construction

DATES:

Planning Applications must be submitted by 11:59 p.m. EDT on July 25, 2022.

Bridge Project Applications must be submitted by 11:59 p.m. EDT on September 8, 2022.

Large Bridge Project Applications must be submitted by 11:59 p.m. EDT on August 9, 2022.

The Grants.gov “Apply” function will open by June 10, 2022, for all three funding categories.

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Time, (the “application deadline”)1. Applicants are encouraged to submit applications in advance of the application deadline; however, applications will not be evaluated, and awards will not be made, until after the application deadline.

WEBINAR: The FHWA plans to conduct outreach regarding the BIP in the form of a Zoom Webinar on June 10, 2022, from 2:00 PM to 2:30 PM, Eastern Time to a closed audience. The Webinar will be recorded and posted on FHWA’s Website at BIP - Funding Programs - Management and Preservation - Bridges & Structures - Federal Highway Administration (dot.gov).

ADDRESSES: Applications must be submitted electronically through https://www.grants.gov/.

FOR FURTHER INFORMATION CONTACT:

Angela Jones
Agreement Specialist
Office of Acquisition and Grants Management

1 In order to ensure the timely implementation of the BIP, this notice is being issued in advance of receipt of approval of FHWA’s information collection request in accordance with the Paperwork Reduction Act of 1995. The Act applies to the request for information in this notice in order for DOT to evaluate applications for the BIP grant program. Approval of FHWA’s request is anticipated to be received soon but no later than the close of the application deadline and which will be made available at https://www.fhwa.dot.gov/bridge/bip/. Applications should not be submitted until after PRA approval.
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC  20590
Email:  BridgeInvestmentProgram@dot.gov (preferred)
Phone:  202-366-4255

Alternate:

Robin Hobbs
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC  20590
Email:  BridgeInvestmentProgram@dot.gov (preferred)
Phone:  202-366-4004

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

The FHWA will not review applications in advance, but FHWA staff are available for technical questions and assistance. In addition, FHWA will post answers to questions and requests for clarifications at Grants.gov under this NOFO’s page. To ensure an applicant receives accurate information about eligibility or the program, the applicant is encouraged to contact FHWA directly, rather than through intermediaries or third parties, with questions.

SUPPLEMENTARY INFORMATION: The organization of this notice is based on an outline set forth in Appendix I to title 2 of the Code of Federal Regulations (CFR) Part 200 to ensure consistency across Federal financial assistance programs. However, that format is designed for locating specific information, not for linear reading. For readers seeking to familiarize themselves with how the BIP multi funding category program application process will work, DOT recommends starting with Section A (Program Description), which describes the goals of the BIP and DOT’s purpose for providing separate selection criteria and application deadlines for each of the three funding categories and Section E (Application Review Information), which describes how DOT will select among eligible applications for each of the three funding categories.

Each section of this notice contains information and instructions relevant to the application process for the three BIP funding categories. The applicant should read this notice in its entirety to submit eligible and competitive applications.
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<td>67</td>
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</table>
SECTION A - PROGRAM DESCRIPTION

1. Overview

Section 11118 of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Bridge Investment Program (BIP) which is codified at 23 U.S.C. § 124. The goals of the BIP are: (1) to improve the safety, efficiency, and reliability of the movement of people and freight over bridges; (2) to improve the condition of bridges in the United States by (a) reducing the number of bridges in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years, (b) reducing the total person miles traveled over bridges in poor condition, or in fair condition and at risk of falling into poor condition within the next 3 years, (c) reducing the number of bridges that do not meet current geometric design standards, or cannot meet the load and traffic requirements typical of the regional transportation network, and (d) reducing the total person miles traveled over bridges that do not meet current geometric design standards, or cannot meet the load and traffic requirements typical of the regional transportation network; and (3) to provide financial assistance that leverages and encourages non-Federal contributions from sponsors and stakeholders involved in the planning, design, and construction of eligible projects.

The DOT will provide FY 2022 BIP funds for Planning, Bridge Projects, and Large Bridge Projects consistent with each category’s statutory language and the priorities described in this NOFO. To help streamline the BIP process for applicants, DOT has combined the BIP funding opportunity announcement, selection criteria, and application deadline for each of the three BIP funding categories into one NOFO. Applicants may choose to apply to one, two, or all three of the BIP funding categories as appropriate based on eligible projects under each category. To assist applicants interested in applying for a FY 2022 BIP grant, DOT has developed application templates for each of the BIP funding categories. Applicants are encouraged to use the appropriate template for the specific funding category under which they seek a BIP grant.

Eligible applicants should be aware that the BIP has a statutory requirement only for grants for Bridge Projects or Large Bridge Projects that the projects be reasonably expected to begin construction not later than 18 months after the date on which BIP funds are obligated for the project and preliminary engineering is complete for the project. To the extent an eligible applicant is unsure if their proposed project will meet these statutory requirements for FY 2022, DOT encourages eligible applicants to not be dissuaded. While a project may not be developed to the point where it could meet these conditions, as described in this notice, the project may be a candidate for a Planning grant. Or, the project may be better suited for a Bridge Projects phased grant under which BIP funds would be made available to complete preconstruction activities and also for construction. Under a phase grant agreement, a project would need to meet the statutory requirement that the project be reasonably expected to begin construction within 18 months of the obligation of BIP funds for the preconstruction activities.
Division J of Title VIII of BIL provides $20 million for grants for planning, feasibility analyses, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for assistance under the BIP. Upon successful and timely completion of all FY 2022 Planning grants, project sponsors may apply for a Bridge Project or Large Bridge Project BIP grant under a subsequent BIP notice.

For FY 2022, DOT seeks to fund Bridge Projects and Large Bridge Projects that have completed the environmental review process and are ready to proceed to the next stage of project delivery within 12 months of a Categorial Exclusion Determination, Finding of No Significant Impact or Record of Decision. The DOT encourages applicants of Large Bridge Projects with a demonstrated need for a BIP grant of at least $100 million and with a construction schedule and budget that would benefit from a distribution of a BIP grant over a four-year period to apply for a multiyear grant agreement. Consistent with the selection criteria and evaluation process described in this notice, for FY 2022, DOT seeks to award BIP funds first to Large Bridge Projects for construction only of a bridge(s) in poor condition or in fair condition and at risk of falling into poor condition within the next three years and that will benefit most from a multiyear grant award.

For Bridge Projects, for FY 2022, after selection and announcement of Large Bridge Projects, DOT seeks to support Bridge Projects involving a bridge(s) in poor condition or in fair condition and at risk of falling into poor condition within the next three years and would benefit from a phased BIP award to: (1) complete final design and any right-of-way acquisition within 12 months; and (2) provide BIP funds for construction, which will begin no later than 18 months of obligation of the FY 2022 BIP funds for completion of final design and right-of-way acquisition.

Competitive applications for Large Bridge Projects and Bridge Projects should address how restoring bridges to a state of good repair while doing so within the existing right-of-way and minimizing the need for relocations will achieve the goals of the BIP and ensure the effective use of Federal funding while also improving transportation safety, reducing surface transportation-related greenhouse gas emissions, increasing resilience to climate change, delivering equitable transportation options and access, promoting competitiveness of the U.S. economy, improving job opportunities, and accommodating new and emerging technologies\(^2\). The DOT expects FY 2022 BIP projects to not only improve the condition of our nation’s bridges but provide equitable

\(^2\) Proper maintenance is an affirmative responsibility of the States as required by 23 U.S.C 116. FHWA’s Building a Better America Policy (BBAM), available at Bipartisan Infrastructure Law - Building a Better America – Policy Framework | Federal Highway Administration (dot.gov), will help achieve these important goals. Additionally, the BBAM is consistent with the Bipartisan Infrastructure Law and recently issued Presidential Executive Orders (EOs), including, EO 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619); EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009); and EO 14030 Climate Related Financial Risk (86 FR 27967).
benefits to all users including partnering with stakeholders to modernize utilities within the project right-of-way to meet current standards. The priority considerations DOT will take into account when selecting Large Bridge Projects and Bridge Projects is described in Section E.2.b.iv. The priority considerations for Planning grants is described in Section E.2.a.

The National Roadway Safety Strategy (NRSS) (issued January 27, 2022) commits the DOT and FHWA to respond to the current crisis in traffic fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero highway deaths. The DOT recognizes that zero is the only acceptable number of deaths on our roads and achieving that is our safety goal. The DOT therefore encourages States and other funding recipients to prioritize safety in all Federal highway investments and in all appropriate projects, using relevant Federal-aid funding, including funds from BIP.

The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. To achieve the vision of zero fatalities and Building a Better America, safety should be fully considered in an eligible applicant’s investment decisions, from planning and programming, environmental analysis, project design, and construction, to maintenance and operations. Eligible applicants should use the best available evidence and data-driven safety analyses to ensure that safety is a key input in any decision made in the project development process and fully consider the safety of all road users in project development.

The DOT encourages eligible applicants to consider the use of funds from BIP to address roadway safety for all users and implement the Safe System approach wherever possible. Improvements to safety features, including traffic signs, pavement markings, and multimodal accommodations that are routinely provided as part of a broader Federal-aid highway project can and should be funded from the same source as the broader project as long as the use is eligible under that funding source.

As one approach to ensuring the safety of all roadway users, DOT encourages States and communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction and operations. The BIP applicants are encouraged to consider Complete Street strategies in their BIP application.

Section 11206 of the BIL defines Complete Streets standards or policies as those which “ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.” A Complete Street includes, but is not limited to, sidewalks, bike lanes (or wide paved shoulders), special bus lanes, accessible public transportation stops, safe and accommodating crossing options, median islands, pedestrian signals,
Funds from BIP are available to improve accessibility and upgrade bridge facilities to eliminate physical obstacles and provide for accessibility for individuals with disabilities when addressing these needs. The FHWA will provide oversight to recipients of BIP funds to ensure that each public agency’s project planning, design, and construction programs comply with the Americans with Disabilities Act (ADA) of 1990 and Section 504 of the Rehabilitation Act of 1973 which prohibit discrimination against people with disabilities and ensure equal opportunity and access for persons with disabilities.\(^4\)

The DOT encourages the submission of projects, consistent with the BIP statutory eligibilities described in Section C of this NOFO, that modernize all streets, highways, and bridges. These objectives are consistent with FHWA’s Building a Better America Policy, available at Bipartisan Infrastructure Law - Building a Better America – Policy Framework | Federal Highway Administration (dot.gov).

Section E of this NOFO, which outlines FY 2022 BIP Grant selection criteria, describes the process for selecting projects that further these goals. Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program’s selection criteria, and the Administration’s goals as appropriate.

2. Additional Information

The DOT is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. The DOT also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities.

The applicant should identify any other DOT programs or opportunities they intend to apply for (or utilize if the Federal funding is already available to the applicant), and what award amounts they will be seeking, in the appropriate sections in the application.

\(^4\) The DOT’s Section 504 regulations apply to recipients of DOT’s financial assistance (See 49 CFR 27.3(a)). Title II of the ADA applies to public entities regardless of whether they receive Federal financial assistance (See 28 CFR 35.102(a)). The ADA requires that no qualified individual with a disability shall, because a public entity’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity (28 CFR 35.149). A public entity’s pedestrian facilities are considered a “service, program, or activity” of the public entity. As a result, public entities and recipients of Federal financial assistance are required to ensure the accessibility of pedestrian facilities in the public right-of-way, such as curb ramps, sidewalks, crosswalks, pedestrian signals, and transit stops in accordance with applicable regulations.
SECTION B - FEDERAL AWARD INFORMATION

1. Award Amount Available

For Fiscal Year 2022, a total of $2.36 billion is available for BIP awards under this notice. Of this amount, $20 million is available for Planning projects, and $2.34 billion is available for Large Bridge Projects and Bridge Projects. All awards of Fiscal Year 2022 BIP funds are available for obligation through September 30, 2025, however, Highway Infrastructure Program General Funds from the U.S. Treasury must be expended by September 30, 2030, whereas Highway Trust Funds do not have an expenditure deadline.

In addition to the FY 2022 funding, DOT may enter into multiyear grant agreements with Large Bridge Projects that enable awards to those projects using funding available in future fiscal years, based on a potential awarded project’s size, schedule and availability of funding. Any award under this notice will be subject to the availability of funding. Each BIP funding category has specific funding restrictions. Refer to Section D.6 for greater detail on funding restriction for each funding category.

2. Award Size

There is no minimum or maximum award amount size for Planning grants. For Large Bridge Projects, a BIP grant shall be in an amount that is adequate to fully fund the project (in combination with other financial resources identified in the application) and not less than $50 million, with a maximum award amount of not more than 50 percent of the total eligible project costs. For Bridge Projects, a BIP grant shall be in an amount that is adequate to fully fund the project (in combination with other financial resources identified in the application) and not less than $2.5 million, with a maximum award amount not more than 80 percent of the total eligible project costs.

5 Of the total amount of FY 2022 BIP funding available in this notice, approximately $533 million is authorized contract authority from the Highway Trust Fund (HTF), and $1.827 billion is advanced appropriations from the General Fund. The HTF amount is calculated as $600 million authorized less a set-aside of $16 million for Tribal transportation facility bridges and about $51 million due to the imposition of the annual obligation limitation. The General Fund amount excludes the $20 million set-aside for Tribal transportation facility bridges.

6 23 U.S.C. § 124(j) authorizes the use of multi-year grant agreements for Large Bridge Projects. Those agreements may include a commitment, contingent on amounts to be specified in law in advance for such commitments, to provide future year funds.

a. Large Bridge Projects

The DOT shall use for Large Bridge Projects at least 50 percent of funds made available to carry out this program out of the Highway Trust Fund. In FY 2022, this amount is $300 million.

A Large Bridge Project that receives a grant under this program of at least $100 million may be carried out through a multi-year grant agreement. A multi-year agreement will be established to describe the terms of participation by the Federal Government in the project, the maximum amount of Federal financial assistance for the project, a payout schedule for the project (providing for disbursement of the full grant amount within four fiscal years after the fiscal year in which the initial amount is provided), and the period of time for completing the project, and to provide timely and efficient management of the project. A multi-year grant award may include a commitment, contingent on amounts to be specified in law, from future available budget authority. Interest and other financing costs of carrying out a project within a reasonable timeframe shall be considered a cost of carrying out the project under a multi-year agreement. Interest and other financing costs shall be of the most favorable financing terms reasonably available, and the applicant shall certify to DOT that the applicant carried out reasonable diligence in seeking favorable financing terms.

b. Culverts

The DOT may award no more than 5 percent of funds made available for each fiscal year for the BIP to projects solely consisting of culvert replacement or rehabilitation. The culverts are required to be on the National Bridge Inventory under 23 U.S.C. § 144(b).

c. Unutilized Amounts

If, in fiscal year 2026, the Secretary determines that grants under the BIP program will not meet the Large Bridge Projects restriction, the Secretary shall use the unutilized amounts to make other grants under the program during FY 2026.

d. Prohibited Use

Grant funds may not be used to support or oppose union organizing.

4. Type of Award

If a grant recipient under the BIP is a State Department of Transportation (State DOT), or if a State DOT serves as a pass-through entity to a non-State DOT recipient, BIP funds will be
awarded upon the execution of a project agreement: a type of grant agreement for administration of funds allocated to a State DOT in the FHWA Fiscal Management Information System (FMIS).

If a grant recipient under the BIP is any other eligible applicant (i.e., not a State DOT), BIP funds will be awarded upon the execution of a grant agreement between FHWA and the recipient. A non-State DOT selected to receive a BIP award may elect to have a State DOT or FHWA Federal Lands Highway Division administer the BIP funds, subject to agreement with the State DOT or FHWA Federal Lands Highway Division.

5. Period of Performance

If a grant recipient is a State DOT or if a State DOT serves as a pass-through to a non-State DOT recipient, the DOT Payment System will be “Current Bill” in FHWA’s FMIS and the start of the period of performance will begin on the date BIP funds are obligated in FMIS and end on the project end date in FMIS.

If a grant recipient is a non-State DOT entity, the FHWA Payment System will be FHWA’s “DELPHI eInvoicing” and the start of the period of performance will begin on the date of the grant agreement executed by the FHWA which will obligate the BIP funds and end on the period of performance that is listed in the grant agreement.
SECTION C - ELIGIBILITY INFORMATION

To be selected for a grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project. Applications that do not meet these threshold eligibility requirements will not be evaluated under the statutory selection criteria, project outcome criteria, and priority considerations in Section E.

1. Eligible Applicants

a. Each of the three BIP funding categories have the same statutory rules for what kinds of applicants are eligible to apply.

<table>
<thead>
<tr>
<th>Eligible Applicants (23 U.S.C. § 124(d))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
</tr>
<tr>
<td>1. A State or a group of States;</td>
</tr>
<tr>
<td>2. A metropolitan planning organization that serves an urbanized area (as designated by the Bureau of the Census) with a population over 200,000;</td>
</tr>
<tr>
<td>3. A unit of local government or a group of local governments;</td>
</tr>
<tr>
<td>4. A political subdivision of a State or local government;</td>
</tr>
<tr>
<td>5. A special purpose district or a public authority with a transportation function;</td>
</tr>
<tr>
<td>6. A Federal land management agency;</td>
</tr>
<tr>
<td>7. A Tribal government or a consortium of Tribal governments; and</td>
</tr>
<tr>
<td>8. A multistate or multijurisdictional group of entities as described above in 1 – 7.</td>
</tr>
</tbody>
</table>

b. Joint Applications for Any BIP Funding Category

Multiple States or a multijurisdictional group that submits a joint application should identify a lead applicant as the primary point of contact. Joint applications should include a description of the roles and responsibilities of each applicant and should be signed or include a letter of support.

7 The term “State” means any of the 50 States, the District of Columbia, or Puerto Rico (23 U.S.C. § 101(a)(28)).
by each applicant. The applicant that will be responsible for financial administration of the project and the recipient of a BIP award must be an eligible applicant.

2. Award Size and Cost Share

For Large Bridge Project BIP grants, the maximum award amount may not exceed 50 percent of the total eligible project costs (see Section B.2 Award Size). For Bridge Project BIP grants, the maximum award amount may not exceed 80 percent of the total eligible project costs (see Section B.2 Award Size) and 90 percent for off-system bridges. However, the total Federal contributions for Large Bridge Projects or Bridge Projects cannot exceed the share requirements in 23 U.S.C. § 120.

Unless otherwise authorized by statute, non-Federal cost-share may not be counted as non-Federal share for both a BIP grant and another Federal program. An example of a Federal program that may be used for the local match is the TIFIA program. (See 23 U.S.C. § 603(b)(8)). For a project under BIP, DOT cannot consider previously incurred costs or previously expended or encumbered funds towards the matching requirement. Matching funds are subject to the same Federal requirements as BIP funds.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, private funds, or other funding sources of non-Federal origin. For each project that receives a grant under this notice, DOT expects the project to be completed using at least the amount of non-Federal funding that was specified in the application.

Per 23 U.S.C. § 124(c)(4), Federal assistance other than a grant under BIP program may be used to satisfy the non-Federal share of the cost of a project for which a BIP grant is made, except the total Federal assistance provided for a project receiving a grant under the BIP may not exceed the Federal share for the project under 23 U.S.C. § 120.

In the case of an eligible project for an off-system bridge, as defined under 23 U.S.C. § 133(f)(1)\(^8\), Federal assistance other than a BIP grant may be used to satisfy the non-Federal share of the cost of a project, as long as the total Federal assistance provided for such project does not exceed 90 percent of the total eligible project costs.

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\(^8\) Although 23 U.S.C. § 133(f)(1) includes low water crossing in the definition of “off-system bridge,” 23 U.S.C. § 124(a)(1)(A) defines an eligible project as a project to replace, rehabilitate, preserve, or protect 1 or more bridges on the National Bridge Inventory under section 23 U.S.C. § 144(b). Because a low water crossing is not considered a bridge under 23 CFR 650.305, such structures are not included in the National Bridge Inventory. Therefore, a low water crossing is not eligible for BIP funding.
For a Federal land management agency, a Tribal government, or a consortium of Tribal governments only, Federal funds made available under a program other than the BIP program may be used to pay the remaining share of the cost of a BIP project.

Additional information on non-Federal matching requirements can be found at https://www.fhwa.dot.gov/legsregs/directives/policy/memonfmr_tapered20190515.htm

3. Other

a. Eligible Projects

The Planning opportunity and the opportunities for Bridge Project and Large Bridge Project grants have different statutory rules for what kinds of projects are eligible for funding under these categories.

<table>
<thead>
<tr>
<th>Eligible Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planning</strong></td>
</tr>
<tr>
<td>(Project for planning, feasibility analyses, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for assistance under the BIP (See Division J, Title VIII of BIL(^9))</td>
</tr>
<tr>
<td><strong>Bridge Projects</strong> (Projects with total eligible project costs of $100 million or less)</td>
</tr>
<tr>
<td>1. Project to replace, rehabilitate, preserve, or protect one or more bridges on the National Bridge Inventory under 23 U.S.C. § 144(b)(^10) (See 23 U.S.C. § 124(a)(1)(A))</td>
</tr>
<tr>
<td>2. A project under the BIP program includes bridge bundling(^10) and culverts(^11) (23 U.S.C. § 124(a)(1)(B))</td>
</tr>
<tr>
<td><strong>Large Bridge Project</strong> (Projects with a total eligible project costs of greater than $100 million) (See 23 U.S.C. § 124(a)(2))</td>
</tr>
<tr>
<td>1. Project to replace, rehabilitate, preserve, or protect one or more bridges on the National Bridge Inventory under 23 U.S.C. § 144(b)(^10) (See 23 U.S.C. § 124(a)(1)(A))</td>
</tr>
<tr>
<td>2. A project under the BIP program includes bridge bundling(^10) and culverts(^11) (23 U.S.C. § 124(a)(1)(B))</td>
</tr>
</tbody>
</table>

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\(^9\) BIL provides $20m specifically for these activities.

\(^10\) This includes a bundle of projects, regardless of whether the bundles of projects meets the requirements of 23 U.S.C. § 144(j)(5), which removes the requirement of the bundled projects having similar Federal and local share matches.
b. Additional Eligibility Requirements – Bridge Projects and Large Bridge Projects

In addition to meeting the BIP statutory project eligibility, applicants for Bridge Project and Large Bridge Project grants must specifically address two title 23, United States Code (U.S.C.) requirements (1) how the bridge will be maintained, and (2) accommodations for bicyclists and pedestrian.

i. Maintenance Commitment

The application must demonstrate how the grant recipient, whether a State DOT or non-State DOT direct recipient, will maintain or cause to be maintained a Bridge Project or Large Bridge Project that receives BIP funds. (23 U.S.C. § 116(b)). Competitive applications will identify which entity will be responsible for maintaining the BIP funded project, estimated maintenance costs over the life of the project, and sources to fund those costs.

ii. Bike and Pedestrian Accommodation

BIP grants are subject to requirements for accommodations for bicycles and pedestrians pursuant to 23 U.S.C. § 217(e). Under this provision, all projects with Federal financial participation (including under BIP) that replace or rehabilitate a highway bridge deck are required to provide safe accommodation of pedestrians or bicyclists, as applicable, on the bridge, when both of the following conditions are met: (1) the bridge is located on a highway on which pedestrians or bicyclists are allowed to operate at each end of the bridge; and (2) FHWA determines that safe accommodation can be provided at reasonable cost.  

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11 This includes projects to replace or rehabilitate culverts for the purpose of improving flood control and improved habitat connectivity for aquatic species. The culverts are required to be on the National Bridge Inventory under 23 U.S.C. § 144(b).

12 The first step in this process is to assess whether the bridge is located on a highway on which pedestrians or bicyclists are allowed to operate at each end of the bridge. If that is the case, in making a determination as to
c. Eligible Project Costs

Planning grants and Bridge Project and Large Bridge Project grants have different statutory rules for what activities are eligible project costs under these categories. The table below restates eligible project costs for each category per the BIP statute.

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Project</th>
<th>Large Bridge Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division J, Title VIII (BIL, Pub. L. 117-58); 23 CFR 636.103</td>
<td>23 U.S.C. § 124(h)</td>
<td></td>
</tr>
<tr>
<td>Planning, feasibility analyses, and revenue forecasting.</td>
<td>1. Development phase activities, including planning, feasibility analyses, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Construction, which includes replacement and preservation, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements directly related to improving system performance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Expenses related to the protection as described in 23 U.S.C. § 133(b)(10) of a bridge, including seismic or scour protection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. On the request of an eligible entity carrying out an eligible project, amounts awarded to the entity to pay subsidy and administrative costs necessary</td>
<td></td>
</tr>
</tbody>
</table>

whether safe accommodation can be provided at a reasonable cost FHWA will rely on its bicycle and pedestrian travel accommodation policy (https://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design.cfm); the FHWA will presume, that safe accommodation for bicyclists and pedestrians can be provided at reasonable cost for all BIP projects absent an affirmative showing by the project sponsor that the cost of such accommodation would exceed twenty percent of the cost of the larger transportation project. For instances where such accommodation exceeds twenty percent, the addition of bicyclist and pedestrian accommodation is not required, but FHWA encourages States to consider providing for such accommodation.
This table summarizes the statutorily defined BIP eligible project costs. The DOT recognizes that there are other eligible project costs, such as community engagement, that may be necessary for performance of a BIP award. Under 23 U.S.C. § 139(j), public entities receiving Federal assistance under title 23, U.S.C., or chapter 53, of title 49, U.S.C., may provide funds to Federal Agencies, State agencies, and Tribes participating in the environmental review process for the project.

If DOT makes a multi-year grant award, interest and other financing costs of carrying out a part of the project within a reasonable time shall be considered a cost of carrying out the project under a multi-year grant agreement.

i. Letters of No Prejudice

Under 23 U.S.C. § 124(k), DOT may pay to an applicant all eligible project costs under the BIP, including costs for an activity for an eligible project incurred prior to the date on which the project receives BIP funding assistance. Reimbursement for the activity is dependent upon the following:

a. Before an applicant carries out the activity, DOT approves through a Letter of No Prejudice the activity, with a finding that it is an eligible BIP activity;

b. The FHWA National Environmental Policy Act project development process (NEPA) is complete for the project with a verifiable Record of Decision, Finding of No Significant Impact of Categorial Exclusion Determination; and

c. The activity is carried out without Federal assistance and in accordance with all applicable procedures and requirements.

Interest and other financing costs in carrying out an eligible activity for an eligible project may also be incurred under the process set forth in 23 U.S.C. § 124(k)(2).

Applicants interested in seeking approval for an eligible activity for an eligible BIP project are advised that an approval (1) does not constitute an obligation of the Federal Government and (2) shall not alter or influence any evaluation for a Bridge Project or Large Bridge Project application or any recommendation by DOT for providing BIP funds to the project. (23 U.S.C. § 142(k)(3)). Applicants interested in seeking a Letter of No Prejudice should do so with the understanding that if approved they are proceeding at risk, as there is no guarantee that costs incurred will be reimbursed by DOT.
### Limitation on Award of BIP Grants

<table>
<thead>
<tr>
<th>Planning</th>
<th>Bridge Project</th>
<th>Large Bridge Project</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>No limitation.</td>
<td>1. The project is reasonably expected to begin construction not later than 18 months after the date on which BIP funds are obligated for the project. (23 U.S.C. § 124(e)(2))</td>
<td>1. The project is reasonably expected to begin construction not later than 18 months after the date on which BIP funds are obligated for the project. (23 U.S.C. § 124(e)(2))</td>
<td>Please provide expected date of obligation of BIP funds and construction start date, referencing project budget and schedule as needed. If the project has multiple independent components, or will be obligated and constructed in multiple phases, please provide sufficient information to show that each component meets this requirement. The DOT will base its determination on the project risk rating as assessed according to the Project Readiness consideration. The DOT will base its determination on the project risk as assessed by the Environmental Risk, Financial Completeness, and Technical Capacity evaluators.</td>
</tr>
</tbody>
</table>

2. Preliminary engineering is complete for the project. (23 U.S.C. § 124(e)(2))

2. Preliminary engineering is complete for the project. (23 U.S.C. § 124(e)(2))

For a project or independent project component to be based on the results of preliminary engineering, please indicate which of the following activities have been completed as of the date of application submission:
- Environmental Assessments
- Topographic Surveys
- Metes and Bounds Surveys
- Geotechnical Investigations
- Hydrologic Analysis
- Utility Engineering

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13 For BIP, construction start date means the anticipated date of project mobilization for physical construction.

14 Under 23 U.S.C. § 124(e)(3), the Secretary may make a grant under BIP only to an eligible entity for a project that is based on the results of preliminary engineering. Although a project may be selected to receive a BIP grant for construction, DOT will not make the grant funds available until all applicable Federal requirements have been met, including completion of preliminary engineering. The BIP grant or “Federal award” will be provided pursuant to a grant agreement setting forth the terms and conditions of the award and the Federal award date means the date the grant agreement is signed by the authorized official of the FHWA. (2 CFR 200.1 and 200.201).
During the period of Fiscal years 2022 through 2026, in each State from which an eligible project is submitted, not fewer than 1 Large Bridge Project that is deemed justified or 2 Bridge Projects that are deemed justified, are to be awarded. An award is not required to be made to an eligible project which was determined to not be justified under an evaluation. (23 U.S.C. § 124(c)(5)(B)(ii) and (iii)).

4. Determination of Whether a Large Bridge Project’s Total Eligible Costs Are Not Less Than $100 Million

For Large Bridge Projects, to determine whether total eligible project costs exceed $100 million, DOT will count all future eligible project costs under the award and some related costs incurred before selection for a BIP Large Bridge Project grant. The DOT will include previously incurred costs in total eligible project costs only if they were eligible project costs under Section C.3.b and were expended as part of the project for which the applicant seeks funds. Although previously incurred costs may be used for meeting the minimum threshold described in this section, they cannot be reimbursed with BIP grant funds unless DOT has approved a Letter of No Prejudice, nor will they count toward the project’s required non-Federal share.

5. Definition of Urban and Rural Communities

In selecting BIP grants, the Secretary shall consider geographic diversity among grant recipients, including the need for a balance between the needs of rural and urban communities. For purpose of this notice, in defining urban and rural communities, DOT will rely on the Census Bureau
Census 2010 definition of Urbanized Area (UA) as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau Website at http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/. For the purposes of the BIP program, Urbanized Areas with populations of less than 50,000 will be considered rural.
SECTION D - APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

All application materials may be found on Grants.gov at http://www.grants.gov.

Once at Grants.gov, select the Search Grants tab. Then enter one of the following:

- Opportunity Number: 693JJ322NF00009
- Opportunity Name: Bridge Investment Program – Planning, Bridge Projects, and Large Bridge Projects
- Assistance Listing Number: 20.205 Highway Planning and Construction

When at one of these pages, select the Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. Select the Application Package tab to download the forms needed to submit an FY 2022 BIP application.

For a Telephone Device for the Deaf (TDD), please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to:

Angela Jones
Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590
Email: BridgeInvestmentProgram@dot.gov (preferred)
Phone: 202-366-4255

Alternate:

Robin Hobbs
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590
Email: BridgeInvestmentProgram@dot.gov (preferred)
Phone: 202-366-4004
2. Content and Form of Application Submission

All applications must be submitted electronically through grants.gov.

The application must include the Standard Form 424 (Application for Federal Assistance), Standard Form 424C (Budget Information for Construction Programs) and the respective application template of the BIP funding category with a supplemental Project Narrative as needed. More detailed information about the application templates and Project Narrative follows.

a. Application Templates

Applicants seeking FY 2022 BIP funds should submit an application template for the respective BIP funding category. The Planning Project Application Template, the Bridge Project Application Template, and Large Bridge Project Application Template are attached to this notice.

b. Planning Project Application and Project Narrative

Applicants for a FY 2022 BIP Planning grant are encouraged to use the FY 2022 Planning project application template and may submit a supplemental project narrative to provide any additional information necessary for DOT to determine that the project meets the statutory selection criteria and considerations described in Section E.1 and to assess the project outcome criteria specified in Section E.2. The Planning application template follows the outline below. If a supplemental project narrative is submitted with the application, DOT recommends that the project narrative follow the same outline to provide any additional information an applicant would like to provide regarding BIP program requirements. Following the template will also assist evaluators in locating relevant information.

| I. Basic Project Information – Description, Location, and Parties | See D.2.d.1 |
| II. National Bridge Inventory Data | See D.2.d.II |
| III. Project Costs – Grant Funds, Sources, and Use of all Project Funding | See D.2.d.III |
| IV. Project Outcome Criteria | See E.1 |
| V. Project Priority Considerations | See E.2 |
c. Bridge Project and Large Bridge Project Applications

Applicants for a FY 2022 BIP Bridge Project or Large Bridge Project grant are encouraged to use the respective funding category application template and may submit a supplemental project narrative to provide any additional information necessary for DOT to determine that the project meets the statutory eligibility criteria described in Section E.1 and to assess the project outcome criteria specified in Section E.2. The Bridge Project and Large Bridge Project application templates each follow the outline below. If a supplemental project narrative is submitted with the application, DOT recommends that the project narrative follow the outline below. Following the outline will also assist evaluators in locating relevant information.

d. Bridge Project and Large Bridge Project Narrative

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Basic Project Information – Description, Location, and Parties</td>
<td>See D.2.d.I</td>
</tr>
<tr>
<td>II. National Bridge Inventory Data</td>
<td>See D.2.d.II</td>
</tr>
<tr>
<td>III. Project Costs – Grant Funds, Sources, and Use of all Project Funding</td>
<td>See D.2.d.III</td>
</tr>
<tr>
<td>IV. Project Outcome Criteria</td>
<td>See E.1</td>
</tr>
<tr>
<td>V. Benefit-Cost Analysis</td>
<td>See D.2.d.V</td>
</tr>
<tr>
<td>VI. Project Readiness and Environmental Risk</td>
<td>See D.2.d.VI</td>
</tr>
<tr>
<td>VII. Project Priority Considerations</td>
<td>See D.2.d.VII and Section E.2</td>
</tr>
</tbody>
</table>

For all Planning project, Bridge Project and Large Bridge Project applications, the project narrative should augment information provided in the application template necessary for DOT to do two things. First, to determine that the project satisfies project requirements described in Section C and the project outcome criteria in Section E.2 for each of the BIP funding categories from which the applicant is seeking funding. Second, to assess the statutory selection criteria and considerations specified in Section E.1 that are applicable to the BIP funding categories from which the applicant is seeking funding.

To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by DOT. The DOT may, but is not required to, request additional information, including additional data, to clarify an application, but DOT encourages applicants
to submit the most relevant and complete information they can provide. The DOT also encourages applicants, to the extent practicable, to provide data in a form that is publicly available or verifiable.

In addition to the information submitted in an application template, applicants should submit a detailed statement of work, detailed project schedule, and detailed project budget. Applicants may submit a project narrative to support these project elements and should include a table of contents, maps, and graphics, as appropriate, to make the information easier to review.

The DOT recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). The project narrative may not exceed 25 pages in length. Appendices may include documents supporting assertions or conclusions made in the 25-page project narrative and do not count towards the 25-page limit. If possible, Website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. At the applicant’s discretion, relevant materials provided previously to a modal administration in support of a different DOT financial assistance program may be referenced and described as unchanged. The DOT recommends using appropriately descriptive final names (e.g., “Project Narrative,” “Maps,” “Memoranda of Understanding and Letters of Support,” etc.) for all attachments. The DOT recommends applications include the following sections:

I. Basic Project Information – Project Description, Location, and Parties

The applicant should provide a concise description of the project, the specific improvement(s) needed for the bridge, how it will address those challenges, and advance one or more goals of the BIP. The project description should discuss the project’s history, including a description of any previously incurred costs. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

The applicant should describe in the application the project location, including a detailed geographical description of the proposed project, a map of the project’s location and connections to existing transportation infrastructure, and geospatial data describing the project location. The application should also identify:
(a) If the project is located within the boundary of a 2010 Census-designated Urbanized Area, the application should identify the Urbanized Area;\(^\text{15}\) and

(b) whether the project is located in one of four Federally designated community development zones (Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods).

Information under (b) may be used for DOT’s internal data tracking.

To the extent possible, DOT encourages, but it not requiring, applicants to identify the degree to which the project may contribute to the functioning and growth of the economy, including the extent to which the project addresses congestion or freight connectivity, bridges service gaps in rural areas, or promotes greater land-use productivity, including main street revitalization or locally-driven density decisions that support equitable commercial and mixed-income residential development.

This section of the application should provide details about the lead applicant. The details should include the lead applicant’s demonstrated experience with receipt and expenditure of Federal-aid highway program funds under title 23, U.S.C. The DOT will consider the degree of experience as part of the project readiness evaluation. If an application is rated highly under other criteria, but the applicant has no or limited experience with the receipt and expenditure of Federal-aid highway program funds, DOT may contact the applicant prior to final selection of FY 2022 awards to discuss technical resources that may be available to assist the applicant in obtaining the capacity and expertise to ensure compliance with all applicable Federal requirements and timely delivery of the project. The applicant should describe in detail all of the other public and private parties who are involved in delivering the project, including a specific description of the role of each entity in delivering the project.

II. National Bridge Inventory Data

The applicant should provide information from the National Bridge Inventory for each bridge on which the applicant proposes to use BIP funding. A list of recommended National Bridge Inventory data items is included in the application templates for each funding group. Additional items should be added if they support the project application. Data, format and coding information can be downloaded from [Download NBI ASCII files - National Bridge Inventory - Bridge Inspection - Safety Inspection - Bridges & Structures - Federal Highway Administration (dot.gov)](http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/).

\(^{15}\) Lists of Urbanized Areas are available on the Census Bureau Website at [http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/](http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/) and maps are available at [https://tigerweb.geo.census.gov/tigerweb/](https://tigerweb.geo.census.gov/tigerweb/).
III. Project Costs - Grant Funds, Sources, and Uses of Project Funds

The applicant should describe the project’s budget in detail and the plans for covering the full cost of the project from all sources. The applicant may use this section of a project narrative to elaborate on the information provided in the application template. Whether addressed in the application template or project narrative, the applicant should provide the following:

- Identification of all Federal funds to be used for future eligible costs of the project, including BIP funds, other Federal grants that have been awarded to the project or for which the project intends to apply in the future, and any Federal formula funds that have already been programmed for the project or are planned to be programmed for the project.

- For each category of Federal funds to be used for future eligible project costs, the amount, nature, and source of any required non-Federal match for those funds.

Detailed Budget:

The applicant should show how each funding source will share in each major construction activity and present those data in dollars and percentages. Funding sources should be grouped into three categories: (1) non-Federal; (2) BIP; and (3) other Federal. If the project contains components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget should be detailed enough to demonstrate that the project satisfies the BIP statutory cost-sharing requirements described in Section C.2 and those associated with each category of Federal funding. The application should include information showing that the applicant has budgeted sufficient contingency amounts to cover unanticipated cost increases. In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant’s control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Complete information about project funds will ensure that DOT’s expectations for award execution align with any funding restrictions unrelated to DOT, even if an award differs from the applicant’s request.

Grant Funds and Sources/Uses of Project Funds:

The applicant should include information about the amount of BIP grant funding requested for the project, availability and commitment of funds sources and uses of all project funds, total project costs, percentage of project costs that would be paid for with BIP funds, and the identity and percentage shares of all parties providing funds for the project (including Federal funds provided under other programs).
The application should include the following forms, submitted as individual PDF documents:

- Standard Form 424 (Application for Federal Assistance) (mandatory);
- Grants.gov Lobbying Form (mandatory);
- Disclosure of Lobbying Activities form (SF-LLL) (mandatory); and
- Key Contacts (optional)

and either:

- Standard Form 424A (Budget Information for Non-Construction Programs) (mandatory)
  and Standard Form 424B (Assurances for Non-Construction Programs) (mandatory);

or

- Standard Form 424C (Budget Information for Construction Programs) (mandatory)
  and Standard Form 424D (Assurances for Construction Programs) (mandatory)

Applicants proposing non-construction-related projects should submit forms SF 424A and SF 424B with their application. Applicants proposing construction-related projects should submit forms SF 424C and SF 424D with their application.

Forms are available for download at https://www.grants.gov/web/grants/forms/sf-424-mandatory-family.html.

The Standard Form 424B or 424D (as applicable) should be supported by a budget narrative explaining each element of cost.

IV. Project Outcome Criteria

The applicant should describe how the proposal meets the project outcome criteria listed in Section E.1.

V. Benefit Cost Analysis

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the project narrative. The purpose of the BCA is to enable DOT to evaluate the project’s cost effectiveness by comparing its expected benefits to its expected costs. The results of the analysis should be summarized in the project narrative directly. Applicants should also provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by DOT evaluators.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes
of the project, and the values of key input parameters. The analysis should provide present value estimates of a project’s benefits and costs relative to a no-build baseline. To calculate present values, applicants should apply a real discount rate of 7 percent per year to the project’s streams of benefits and costs, which should be stated in constant-dollar terms. The costs and benefits that are compared in the BCA must cover the same project scope.

Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project. Projected benefits may accrue to both users of the facility and those who are affected by its use (such as through changes in emissions of greenhouse gases and other pollutants, or availability of affordable housing or more affordable transportation choices). Usage forecasts applied in estimating future benefits should account for any additional demand induced by the improvements to the facility. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

The BCA should include the full costs of developing, constructing, operating, and maintaining the proposed project, as well as the expected timing or schedule for costs in each of these categories. The BCA may also include the present discounted value of any remaining service life of the asset at the end of the analysis period.

Detailed guidance from the DOT on estimating benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, is available on the program Website (see www.transportation.gov/office-policy/transportation-policy/benefit-cost-analysis-guidance-discretionary-grant-programs-0)

VI. Project Readiness and Environmental Risk

The application should include information that, when considered with the project budget information, is sufficient for DOT to evaluate whether the project is reasonably expected to begin construction in a timely manner. To assist DOT’s project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections. Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators.

Instructions describing how DOT will evaluate a project’s readiness is described in Section E.2.b.iii of this notice. Applicants also should review that section before considering how to organize their application.
a) Technical Feasibility.

The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed. The applicant must demonstrate compliance with Title VI/Civil Rights requirements, to ensure that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability.

b) Project Schedule.

The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the Statewide Transportation Improvement Program); start and completion of NEPA and other Federal environmental reviews and approvals, including permitting, design completion, right-of-way acquisition, approval of plans, specifications and estimates (PS&E); procurement; State and local approvals; project partnership and implementation agreements including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

- all necessary activities will be complete to allow BIP funds to be obligated sufficiently in advance of the statutory deadline and that any unexpected delays will not put the funds at risk of expiring before they are obligated;
- the project can proceed to the next stage of project development within 12 months of a Categorical Exclusion Determination, Finding of No Significant Impacts, or a Record of Decision;
- the project can begin construction quickly upon obligation of grant funds, or no later than 18 months after obligation, and that the grant funds will be spent expeditiously once construction starts; and
- all real property and right-of-way acquisition necessary for the project will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other

16 Obligation for a BIP occurs when a selected applicant enters a project agreement with the FHWA and FHWA authorizes the project to proceed. For construction, this is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements.
applicable legal requirements or a statement that no acquisition is necessary. A plan for securing any required right-of-way agreements should be included. If applicable, this section should describe a right-of-way acquisition plan that minimally disrupts communities and maintains community cohesion.

c) Required Approvals

i. Environmental Permits and Reviews

The application should demonstrate receipt (or the schedule for anticipated receipt) of all environmental approvals and permits necessary for the project including each bridge within a bridge bundle to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State, and local requirements and completion of the NEPA process. Specifically, in this section the applicant may elaborate on the NEPA information provided in the cover sheet. If the final agency action with respect to NEPA occurred more than three years before the application date, the applicant should describe a proposed approach for updating this material in accordance with applicable NEPA reconsideration requirements. This section should also provide:

- Any information on reviews, approvals, and permits by other Federal and State agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies, indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a Website link or other reference to copies of any reviews, approvals, and permits prepared.

- Environmental studies or other documents—preferably through a Website link—that describe in detail known project impacts, and possible mitigation for those impacts.

- A description of discussions with FHWA regarding the project’s compliance with NEPA and other applicable Federal environmental reviews and approvals.

- A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

17 Environmental Review Toolkit | FHWA (dot.gov) Provides singular gateway to environmental resources that will help applicants better understand the requirements of NEPA for projects administered by FHWA.
ii. State and Local Approvals

The applicant should demonstrate receipt (or the schedule for anticipated receipt) of State and local approvals on which the project depends, such as State and local environmental and planning approvals, and statewide transportation improvement program (STIP) or transportation improvement program (TIP) funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support, including support from impacted communities.

iii. Federal Transportation Requirements Affecting State and Local Planning

The planning requirements applicable to the Federal-aid highway program apply to all BIP projects. Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. Applicants should provide links or other documentation supporting this consideration. Because projects have different schedules, the construction start date for each grant will be specified in the project-specific agreements signed by FHWA and the grant recipients, will be based on critical path items that applicants identify in the application, and will be consistent with relevant State and local plans.

iv. Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, lack of support from stakeholders or impacted communities, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to

18 In accordance with 23 U.S.C. §§ 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP), and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and metropolitan planning organization (MPO). Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant.
mitigate those risks\textsuperscript{19}. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

To the extent it is unfamiliar with the Federal-aid highway program, the applicant should contact the FHWA Division office in their State as found at Field Offices | Federal Highway Administration (dot.gov) for information on what steps are prerequisite to the obligation of Federal funds to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

VII. Project Priority Considerations

The applicant should include a section to highlight any priority considerations (see Section E.2) the project will address. Detailed information demonstrating how the project supports the priority consideration(s) and references to earlier sections of the narrative along with supporting documentation should be included in the application.

3. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal government and will be replaced by the SAM UEI. Applicants will need to use a UEI issued during the SAM.gov registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned and it is currently viewable within SAM.gov; there is no action for registered entities to take at this time to obtain their SAM UEI.

Each applicant is required to:

a. Be registered in SAM before submitting their application;

b. Provide a valid UEI in their application; and

c. Continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding agency.

\textsuperscript{19} The DOT considers an applicant’s lack of experience with receipt and expenditure of Federal-aid highway funds under title 23, U.S.C. a material risk.
Please see https://www.grants.gov/web/grants/applicants/applicant-faqs.html#UEI for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on grants.gov and on application package forms.

The DOT may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

NOTE TO APPLICANTS: The SAM.gov requires the registrant to provide a UEI number to complete the registration. These processes can take several weeks to complete so should be started well before the application deadline.

4. Submission Dates and Times

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Time on the dates identified on the title page of this NOFO (the “application deadline”).

5. Intergovernmental Review

The BIP is not subject to the Intergovernmental Review of Federal programs under E.O. 12372.

6. Funding Restrictions

Pre-BIP award costs will not be reimbursed except as provided under a Letter of No Prejudice as described in Section C.3.c.i.

7. Other Submission Requirements

a. Scalable Project Options

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project or a bundled project at the full requested amount. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. The DOT may award a lesser amount whether or not a scalable option is provided.
b. Submission Location

Applications must be submitted to Grants.gov.

c. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

d. Late Applications

Applicants experiencing technical issues with Grants.gov that are beyond the applicant’s control must contact BridgeInvestmentProgram@dot.gov prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

(1) Details of the technical issue experienced;
(2) Screen capture(s) of the technical issues experienced along with corresponding Grants.gov “Grant tracking number;”
(3) The “Legal Business Name” for the applicant that was provided in the SF-424;
(4) The Point of Contact name submitted in the SF-424;
(5) The UEI associated with the application; and

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this notice of funding opportunity; and (4) technical issues experienced with the applicant’s computer or information technology environment.

After FHWA reviews all information submitted and contact the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. The FHWA will not accept appeals of FHWA
decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

e. **Compliance with Section 508 of the Rehabilitation Act of 1973**

The DOT encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at https://www.access-board.gov/ict.
SECTION E - APPLICATION REVIEW INFORMATION

The DOT will award BIP funds based on an evaluation of the Statutory Evaluation Requirements, Statutory Secretarial Considerations, Statutorily Required Project Selection Priorities, and the FY 2022 project outcome criteria for each funding category as described in this Section E.

Statutory Evaluation Requirements

There are no statutory evaluation requirements for Planning Grants. For Bridge Project and Large Bridge Projects, DOT is statutorily required to evaluate specific benefits under 23 U.S.C. § 124. The table below describes each benefit and provides instructions to applicants on how to present information supporting the benefit. To assist applicants, the table identifies the project outcome criteria under which DOT will evaluate the responsiveness of an application to the statutory evaluation requirements.

<table>
<thead>
<tr>
<th>Statutory Evaluation Requirements</th>
<th>Bridge Project</th>
<th>Large Bridge Project</th>
<th>Instructions</th>
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</thead>
<tbody>
<tr>
<td>Costs avoided by the prevention of the closure or reduced use of the bridge to be improved by the project (23 U.S.C. § 124(f)(3)(B)(i)(I))</td>
<td>In this column DOT includes the statutory evaluation requirements for Bridge Projects. The Secretary shall evaluate information on project benefits, including whether the project will generate the benefits specified under 23 U.S.C. § 124(f)(3)(B)(i) and (ii).</td>
<td>Costs avoided by the prevention of the closure or reduced use of the bridge to be improved by the project (23 U.S.C. § 124(g)(4)(B)(i))</td>
<td>In this column, DOT offers instructions to applicants on how to address each of the statutory evaluation requirements.</td>
</tr>
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</table>

Summarize the benefits of providing protection activities and benefits to reduced future maintenance costs, and benefits from prevention of the closure or reduced use of the bridge, highlighting the assumptions made about the timing of potential closure and/or reduced use of the bridge in the absence of the project. For Large Bridge Projects,
<table>
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<th>Statutory Evaluation Requirements</th>
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<tr>
<td>Reductions in maintenance costs, including, in the case of a Federally-owned bridge, cost savings to the Federal budget (23 U.S.C. § 24(f)(3)(B)(i)(XI))</td>
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<tr>
<td>The requirement under 23 U.S.C. § 124(g)(4)(E) is not required for Bridge Projects</td>
</tr>
<tr>
<td>Safety benefits, including the reduction of accidents and related costs (23 U.S.C. § 124(f)(3)(B)(i)(III))</td>
</tr>
<tr>
<td>Person and freight mobility benefits, including congestion reduction and reliability improvements (23 U.S.C. § 124(f)(3)(B)(i)(IV))</td>
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<tr>
<td>Statutory Evaluation Requirements</td>
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<tr>
<td>Benefits from long-term resiliency to extreme weather events, flooding, or other natural disasters (23 U.S.C. § 124(f)(3)(B)(i)(VI))</td>
</tr>
<tr>
<td>Environmental benefits, including wildlife connectivity (23 U.S.C. § 124(f)(3)(B)(i)(VIII))</td>
</tr>
<tr>
<td>Person and freight mobility benefits, including congestion reduction and reliability improvements (23 U.S.C. § 124(f)(3)(B)(i)(IV))</td>
</tr>
<tr>
<td>Benefits to nonvehicular and public transportation users (23 U.S.C. § 124(f)(3)(B)(i)(IX))</td>
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<tr>
<td>In the case of a bundle of projects, benefits from executing the projects as a</td>
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<table>
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<tr>
<th>Statutory Evaluation Requirements</th>
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<tr>
<td><strong>bundle compared to as individual projects (23 U.S.C. § 124(f)(3)(B)(i)(II))</strong></td>
</tr>
<tr>
<td><strong>Whether and the extent to which the benefits, including the benefits described in 23 U.S.C. § 124(f)(3)(B)(i), are more likely than not to outweigh the total project costs (23 U.S.C. § 124(f)(3)(B)(ii))</strong></td>
</tr>
<tr>
<td><strong>The requirement under 23 U.S.C. § 124(g)(D) is not required for Bridge Projects</strong></td>
</tr>
<tr>
<td>Statutory Evaluation Requirements</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
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<td>information during the review of the Project Readiness Rating.</td>
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Statutory Secretarial Considerations

In selecting projects to receive a BIP grant, for FY 2022 BIP awards in accordance with 23 U.S.C. § 124(c)(5) the Secretary shall give consideration to:

a. the average daily person and freight throughput supported by the eligible project;

b. the number and percentage of bridges within the same State as the eligible project that are in poor condition;

c. the extent to which the eligible project demonstrates cost savings by bundling multiple bridge projects;

d. in the case of an eligible project of a Federal land management agency, the extent to which the grant would reduce a Federal liability or Federal infrastructure maintenance backlog;

e. geographic diversity among grant recipients, including the need for a balance between the needs of rural and urban communities; and

f. the extent to which a bridge that would be assisted with a grant: (i) is, without that assistance at risk of falling into or remaining in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years; (ii) does not meet current geometric design standards based on the current use of the bridge, or load and traffic requirements typical of the regional corridor or local network in which the bridge is located; or (iii) does not meet current seismic design standards.

Statutory Required Project Selection Priorities

In selecting a Bridge Project or Large Bridge Project for a FY 2022 BIP grant, the Secretary shall:

20 23 U.S.C. § 124(c)(5)(B)(i)(1) requires the Secretary to give priority consideration for an eligible project that is located within a State for which 2 or more applications for eligible projects within the State were submitted for the current fiscal year and an average of 2 or more applications for eligible projects within the State were submitted in prior fiscal years of the program. For the first fiscal year of the BIP, DOT is unable to take into account eligible projects submitted in a prior fiscal year of the program. The DOT will apply this part of the priority consideration during the FY 2023-2026 BIP funds competitions.
a. give priority to an application for an eligible project that is located within a State for which 2 or more applications for eligible projects within the State were submitted for the current fiscal year;

b. fewer than 2 grants have been awarded BIP funds for eligible projects within the State; and

c. not be required to award a grant for an eligible project that the Secretary does not determine is justified under an evaluation. (23 U.S.C. § 124(c)(5)(B)).

1. Criteria

The DOT will evaluate projects using the following project outcome criteria FY 2022 BIP applications.

a. Planning Projects

   i. BIP Program Goals: The DOT will assess how the proposed planning project is envisioned to lead to a Bridge Project or Large Bridge Project that would achieve one or more of the BIP program goals (see Section A.1 Overview). If the project will achieve more than one goal, identify each goal by name and its subsection listed below, and address the respective goal definition. Please include data (qualitative or quantitative) or evidence (newspaper articles, public meetings, etc.) that supports how the ultimate project will meet each identified goal(s).

   The DOT will separately rate each goal addressed in the application, as follows:

   **Highly Qualified:** The application describes in detail how the proposed project will advance a BIP goal. Data provided in the application directly supports how the proposed BIP Bridge Project or Large Bridge Project would advance a BIP program goal.

   **Qualified:** The application generally describes with little detail how the proposed project will advance a BIP goal. The data provided in the application is limited or does not directly demonstrate how the proposed Bridge Project or Large Bridge Project would advance a BIP program goal.

   **Not Qualified:** The application does not clearly describe how the proposed project will advance the goal, the data provided in the application does not demonstrate how the project will advance a BIP goal or no data is included in the application.

   ii. Project Description: The DOT will assess whether the application describes the Bridge Project or Large Bridge Project the planning process will evaluate. This should include a discussion about the condition of the bridge(s) supported by documented information.
available at the time of submission of the application. The application should demonstrate how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project.

The DOT will rate the project description included in the application, as follows:

**Highly Qualified:** The application describes the Bridge Project or Large Bridge Project in detail and provides comprehensive information about the condition of the bridge(s) along with extensive data or other evidence that demonstrates how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project.

**Qualified:** The application generally describes the Bridge Project or Large Bridge Project. Information provided about the condition of the bridge is not comprehensive and that data submitted to demonstrate how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project is incomplete.

**Not Qualified:** The application does not describe a Bridge Project or Large Bridge Project. The application contains little or no information about the condition of the bridge or how the proposed project would meet the evaluation criteria for a Bridge Project or Large Bridge Project.

**iii. Project Schedule:** The DOT will assess the current status of the planning process, including all activities either completed or under way at the time of the submission of the BIP Planning grant application. All major activities intended to be funded under a BIP Planning project should be described in detail with anticipated start and ends dates for each activity. Applications should also include a post-Planning grant schedule with the planned start and end dates of all major activities that will need to be completed from the end of the BIP Planning grant through the completion of a BIP Bridge Project or Large Bridge Project.

The DOT will rate the project schedule included in the application, as follows:

**Highly Qualified:** Application provides detailed information on the project schedule, including already completed activities and activities currently underway. The project schedule presented in the application includes the anticipated start and end dates for each activity, as well as a detailed post-Planning schedule. The information provided is sufficient for reviewers to evaluate with certainty the feasibility of the project schedule.

**Qualified:** Application provides information on the project schedule, but it is not detailed. Information provided is vague and reviewers are not able to evaluate the feasibility of the project schedule with certainty.

**Not Qualified:** Application does not include a project schedule, or it is incomplete. Reviewers are unable to assess the feasibility of the project schedule.
iv. Project Budget. The DOT will assess the proposed project budget. The description should include a detailed description of the start and end dates for major project activities, milestones, and deliverables. The description should also include a detailed project budget with the total project cost. The budget should identify all funding sources and amounts, including an estimated BIP grant request amount. Other funding sources, as appropriate, include Other Federal funds; State funds; Tribal funds; Local funds; and other funds such as private funds. Competitive applications should include information about all sources of Federal funds that have been requested for the project, information about the amount requested, and whether or not the requested funding was received. If the funding request was not granted, please include a discussion of any documented basis for the denial of the funding. If the funding was received, please provide the date of award and how the funds have been or are expected to be used on the project.

The DOT will rate the project budget included in the application, as follows:

**Highly Qualified:** Application presents a detailed budget including the source of funds and amount for each major project activity, milestones, and deliverables. The application includes a detailed budget that shows the total project cost, all funding sources and amounts, and percentage of total project costs. The application is fully responsive and provides detailed information about all Federal funding requests particularly those that would leverage other Federal funding opportunities.

**Qualified:** Application includes a cursory budget. The budget includes each major project activity, milestone and deliverable but does not specify the source of funds and amount for each. The budget lacks detail on the total project cost, funding sources and amounts, and percentage of total project costs. The application is not fully responsive or provides limited information about all Federal funding requests.

**Not Qualified:** No budget is included in the application. Information contained in the budget is incomplete.

b. Bridge Projects and Large Bridge Projects

For FY 2022, DOT has designated six project outcome criteria which will be used to evaluate and rate the responsiveness of an application to the Statutory Required Evaluation Requirements and Statutory Secretarial Considerations. The DOT will also use the project outcome criteria to assess how a project will advance DOT policy areas of safety, reduction in surface transportation greenhouse emissions, increased resilience to climate change, equitable transportation options and access, promoting competitiveness of the U.S. economy, improving job opportunities, and accommodating new emerging technologies.
Criterion #1: State of Good Repair

The DOT will assess how the project will contribute to a state of good repair by: (1) improving the condition of a bridge in poor condition or in fair condition and at risk of falling into poor condition within the next three years; (2) improving protection, such as seismic or scour protection, to provide long-term resiliency to extreme weather events, flooding, or other natural disasters; and (3) reducing maintenance costs. The application should include a detailed plan of the major activities that will be undertaken to address (1) or (2), and (3), with each supported by quantifiable data that supports the anticipated benefits of the project. The data should show how the project will improve the condition of the bridge(s) by reducing the total person miles traveled over the bridge(s): (1) in poor condition or in fair condition and at risk of falling into poor condition within in the next three years; (2) that do not meet current geometric design standards; and (3) that cannot meet the load and traffic requirements typical of the regional transportation network. The application should contain data that classifies each bridge with a condition rating of good, fair, or poor, along with supporting data for the condition classification. For bridges in fair condition, the application should include quantifiable data that demonstrates the risk of the bridge falling into poor condition within the next three years from the date of the application deadline, if applicable. The proposed project should be consistent with relevant plans to maintain transportation facilities or systems in a state of good repair, including how the project is consistent with the objectives of an asset management plan of the project sponsor, including a State asset management plan under 23 U.S.C. § 119(e) in the case of a project on the National Highway System that is sponsored by a State. The DOT will consider whether the project includes a maintenance plan that demonstrates the project funded with BIP grant funds will be maintained in a state of good repair.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Non-Responsive</th>
<th>Responsive</th>
<th>Highly Responsive</th>
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<tbody>
<tr>
<td>State of Good Repair</td>
<td>The application contains insufficient information to allow reviewers to assess one of the following: (1.a) the condition of the bridge to support a finding that the bridge is in poor condition or in fair condition and at risk of falling into poor</td>
<td>The application describes: (1.a) a bridge that is in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years, but the data included in the application is not quantifiable to fully demonstrate current condition of the bridge or the risk of falling into poor</td>
<td>The application includes quantifiable data that demonstrates: (1.a) the bridge is in poor condition or in fair condition and at risk of falling into poor condition within the next three years from the date of the Bridge Project or Large Bridge Project application deadline; (1.b) that the bridge does not meet</td>
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<td>Selection Criteria</td>
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<td>condition within the next 3 years; (1.b) whether the bridge does not meet current geometric design standards or cannot meet the load and traffic requirements typical of the regional network; (1.c) whether if the bridge is not improved, there is a threat to the future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth due to a closure or reduction in use; (1.d) how the project will improve protection, such as seismic or scour protection, to improve the bridge’s long-term resiliency; OR contains insufficient information to allow the reviewers to assess one or more of the following: (2) how the project will reduce maintenance costs; or (3) whether the project is in an asset management plan or consistent with an asset management plan.</td>
<td>condition within the next 3 years; or (1.b) a bridge does not meet current geometric design standards or cannot meet the load and traffic requirements typical of the regional transportation network, but this is not supported with appropriate geometric requirements established by the State; or (1.c) The application mentions but does not demonstrate that if the bridge is not improved, there is a threat to the future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth due to a closure or reduction in use; or (1.d) The application mentions but does not demonstrate how the project will improve protection, such as seismic or scour protection, to improve the bridge’s long-term resiliency.</td>
<td>current geometric design standards; or cannot meet the load and traffic requirements typical of the regional transportation network; (1.c) the application demonstrates that if the bridge is not improved, there is a threat to the future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth due to a closure or reduction in use; or (1.d) the project will improve protection, such as seismic or scour protection, to improve the bridge’s long-term resiliency. The major activities proposed to improve the condition of the bridge are feasible and the application provides a detailed description of the project plan, supported by data, that shows how the project will address one or more of the items listed above, including the number of bridges to be improved and the total person miles traveled that would be impacted by the improvement; AND (2) The application provides verifiable data that the project will reduce maintenance costs and the</td>
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### Selection Criteria #2: Safety

The DOT will assess how the project will improve the safety of the bridge and associated sections of roadway. The application should include verifiable data on: (1) the number and type of crashes including serious injuries, and fatalities on or near the bridge; (2) how the project will target known and documented, if any, safety problems with the bridge, within the project area or wider transportation network; and (3) how the project will protect motorized and non-motorized travelers or communities from health and safety risks. The application should provide a narrative describing how the project will improve the bridge and associated sections of roadway. The application should address the inclusion of improvements to safety features such as but not limited to traffic signs, pavement markings, multimodal accommodations, and physical bicycle and pedestrian barrier separations. The application should address whether and, if so how, the project has been or could be designed and operated to maximize the existing right-of-way for accommodation of non-motorized modes and transit options that increase safety and connectivity. The application should provide evidence to support the claimed level of effectiveness of the project in improving all safety concerns and proposed improvements for the bridge.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
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<tbody>
<tr>
<td>Safety</td>
<td>The application contains insufficient information to assess one or more of the following: (1) new and continued safety benefits that will be achieved in reducing accidents, injuries, or fatalities; (2) safety problems with the bridge, within the project area or wider transportation network if any and how the project will</td>
<td>The application describes: (1) new and continued safety benefits that will be achieved in reducing crashes, injuries, or fatalities; (2) safety problems with the bridge, within the project area or wider transportation network, if any; or (3) how the project will</td>
<td>The application provides verifiable data on: (1) the number and type of accidents including serious injuries, and fatalities on or affected by the bridge; (2) how the project will target known, documented, if any, safety problems with the bridge, within the project area or wider transportation network, if any; or (3) how the project will be maintained in a state of good repair; AND (3) The application demonstrates that the project is consistent with the objectives of an asset management plan.</td>
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<td>Selection Criteria</td>
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<td>address these problems; or (3) how the project will protect motorize and non-motorized travelers or communities from health and safety risks including improvements to, the addition of, or continuation of safety features.</td>
<td>project will protect motorize and non-motorized travelers or communities from health and safety risks including improvements to, the addition of, or continuation of safety features. The application generally describes whether, and if so how, the project will improve the safety of the bridge and associated sections of roadway. The application generally describes whether and how, the project has been or could be designed and operated to maximize the existing right-of-way for accommodation of non-motorized modes and transit options that increase safety and connectivity. But the application lacks sufficient data to allow reviewers to determine the claimed level of effectives of the project in improving the described safety concern, if any, for the bridge.</td>
<td>network; and (3) demonstrate how the project will protect motorized and non-motorized travelers or communities from health and safety risks including improvements to, the addition of, or continuation of safety features. The application provides detailed information about whether and, if so how, the project will improve the safety of the bridge and associated sections of roadway. The application provides detailed information about whether and, if so how, the project has been or could be designed and operated to maximize the existing right-of-way for accommodation of non-motorized modes and transit options that increase safety and connectivity. The application provides evidence to support the claimed level of effectiveness of the project in improving all documented safety concerns, if any, for the bridge.</td>
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**Criterion #3: Mobility and Economic Competitiveness**

The DOT will assess the number of bridges and the total person miles traveled expected to be impacted by the project or how the project will improve the mobility, efficiency, and reliability of the movement of people and freight, accounting for current traffic demands and estimated future demands. In addressing this criterion, competitive applications will use the information provided under the state of good repair criterion to support how improvements will improve the flow of a regional network by addressing current geometric conditions of the bridge, whether those conditions are sufficient for load and traffic requirements of the regional networks or will improve mobility of people and freight by reducing the person miles traveled impacted by these conditions. Projects that increase mobility for freight movement and improve supply chains should describe the improvements in detail, with verifiable estimates of anticipated improvements, including the anticipated impacts to congestion reduction and reliability improvements.

The application should describe in detail how the project is expected to support a strong economy and labor market and thereby contribute to national or regional significance and benefits. This includes the creation of good-paying jobs with the free and fair choice to join a union, and the incorporation of strong labor standards including project labor agreements, use of local and economic hiring preferences, workforce development programs and registered apprenticeships, and labor management partnerships. The application should also describe in detail how the project is expected to support the hiring and retention of historically underrepresented groups of workers, including through use of local and economic hiring preferences, investments in high-quality workforce development programs with supportive services, and other policies.

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<tr>
<td>Mobility and Economic Competitiveness</td>
<td>The application contains insufficient information to allow reviewers to assess one or more of the following: (1) Improvements to the efficiency or reliability of the movement of people and freight</td>
<td>The application describes: (1) the number of structures and the total person miles traveled expected to be impacted by the project and improvements to the efficiency or reliability of the movement of people and freight through the project corridor, but does not provide data to</td>
<td>The application provides a detailed description of the number of structures and the total person miles traveled expected to be impacted by the project and how the project will improve the mobility, efficiency, and reliability of the movement of people and freight, accounting for current traffic demands and</td>
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<td>Selection Criteria</td>
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<td>through the project corridor, including congestion reduction; (2) Current geometric design features of the bridge; (3) National or regional economic benefits.</td>
<td>support claims or projections for long-term benefits; (2) current geometric design features of the bridge without context for required geometric tolerances for the load and traffic requirements of the regional networks; (3) an increase in mobility for freight movement and improve supply chains by reducing congestion and improving reliability; (4) National or regional economic benefits are anticipated by the project, but data to support these benefits are not substantiated; (5) The project sponsor demonstrates significant creation of good-paying jobs with a free and fair choice to join a union and the incorporation of strong labor standards. and includes strategies for bring underrepresented workers into the workforce. OR (6) the applicant describes how the project will result in hiring and retention of historically underrepresented group into good-paying jobs.</td>
<td>estimated future demands. The application uses the information provided under the state of good repair criterion to support how improvements will improve the flow of a regional network by addressing current geometric conditions of the bridge, whether those conditions are sufficient for load and traffic requirements of the regional networks or will improve mobility of people and freight by reducing the person miles traveled impacted by these conditions. The application demonstrates that the project will increase mobility for freight movement and improve supply chains by reducing congestion and improving reliability. The application includes verifiable estimates of the anticipated improvements including improvements that may result in greater land-use productivity. OR The project sponsor demonstrates creation of good-paying jobs, that may result in equitable access to those jobs, with a free and fair choice to join a union and the incorporation of...</td>
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Criterion #4: Climate Change, Resiliency, and the Environment

The DOT will assess whether the project will address climate change, improve resiliency, support environmental sustainability, and address environmental justice based on data submitted with the application that demonstrates the benefits to each of these areas of consideration. The application should include a detailed discussion of how the project will reduce air pollution and greenhouse gas emissions from motor vehicles, including increasing use of lower-carbon travel modes such as transit and active transportation; incorporate lower-carbon pavement and construction materials; improve resiliency of at-risk infrastructure by improving disaster preparedness and resilience to all hazards, including long-term resiliency to extreme weather events, flooding, or other natural disasters, and the risks associated with climate change; improve wildlife connectivity, especially for aquatic species; or address the disproportionate negative environmental impacts of transportation on disadvantaged communities.

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<tbody>
<tr>
<td>Climate Change, Resiliency, and the Environment</td>
<td>The application contains insufficient information to assess one or more of the following: (1) reduction of air pollution or greenhouse gas emissions (including increasing use of lower carbon travel modes such as transit</td>
<td>The application describes: (1) a reduction of air pollution or greenhouse gas emissions, but does not provide data to support a reduction (including increasing use of lower carbon travel modes such as transit and active transportation); (2) improved resiliency of at-risk infrastructure without providing data that the</td>
<td>The application includes quantifiable data that demonstrates: (1) a reduction of air pollution or greenhouse gases (including increasing use of lower carbon travel modes such as transit and active transportation); (2) improved resiliency of at-risk infrastructure; (3) improve wildlife</td>
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</table>
and active transportation); (2) improve resiliency of at-risk infrastructure; (3) improvement to wildlife connectivity, especially for aquatic species; or (4) address negative environmental impacts on disadvantaged communities. The project would withstand the likelihood of an event or risk; (3) indicates an improvement in wildlife connectivity, but does not support current or projected connectivity with data; or (4) describes how disadvantaged communities will not be impacted without supporting data. Connectivity especially for aquatic species; or (4) addresses the disproportionate negative environmental impacts on disadvantaged communities.

Criterion #5: Quality of Life

The DOT will consider the extent to which a project will improve the quality of life for local, regional, or national users of the facility based on the location of the project. Applicants should provide information about public engagement during the project’s planning, consideration of quality of life benefits to all affected by the project, and how these contributed to the design of the project. At a minimum, applicants should describe (1) the consideration of benefits to nonvehicular and public transportation users, and (2) the extent to which the project will provide person mobility benefits including congestion reduction and reliability. Competitive applications will demonstrate partnerships with State, local, community-based, and private entities in the planning and designing of the project to provide the most benefits to all affected by the project, and the roles of these entities in the planning, design, construction, and operation of the project.

The DOT will consider how the project will proactively address equity and barriers to opportunity, improve quality of life in rural areas or urbanized areas, and benefit Historically Disadvantaged Communities or populations, or Areas of Persistent Poverty. This may include increasing affordable transportation choices, especially for transportation disadvantaged communities. It should also describe how the project has or will meaningfully engage communities affected by the project, with effective public participation that is accessible to all persons regardless of race, color, national origin, disability, age, and sex. Equity considerations should be integrated into planning, development, and implementation of transportation investments, including utilization of Disadvantaged Business Enterprises (DBE). The application should describe any public involvement plan or targeted outreach, demonstrating engagement of diverse input such as community-based organizations during project planning and consideration of such input in the decision-making. The project application should describe planning and engagement in the project design phase to mitigate and, to the greatest extent possible, prevent, physical and economic displacement. The project application should also describe how the
The project is expected to support the hiring and retention of historically underrepresented groups of workers, including through use of local and economic hiring preferences, investments in high-quality workforce development programs with supportive services, and other policies.

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<tr>
<td>Quality of Life</td>
<td>The application contains insufficient information to assess one or more of the following: (1) how the project has or will engage communities affected by the project; (2) what considerations for nonvehicular and public transportation were included in the project; (3) how the project will provide congestion reduction or reliability benefits to person mobility.</td>
<td>The application describes: (1) a plan to engage affected communities, but does not provide details on who will be engaged or how engagement will occur or has occurred; (2) incorporation of nonvehicular and/or public transportation on the project but does not describe benefits realized; (3) an expected reduction in congestion and improved reliability but fails to quantify the benefits.</td>
<td>The application includes (1) verifiable evidence that demonstrates the project has or will engage diverse people and communities, particularly Historically Disadvantaged Communities or populations, or Areas of Persistent Poverty with effective public participation that is accessible to all persons regardless of race, color, national origin, disability, age, and sex and taking into account consideration of such input in the planning, development, and implementation of the project decision-making process; (2) the application describes how the planning and engagement in the project design phase will mitigate and, to the greatest extent possible, prevent, physical and economic displacement, as may be expected.</td>
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</table>
be required by the project; (3) the project incorporates nonvehicular and/or public transportation into the project and provides quantifiable benefits to the quality of life of the users; (4), the application includes information as to how the project may advance equitable access to housing and transportation; (5) the project provides congestion reduction and improved reliability in the project corridor with realistic estimates of improved travel time and traffic throughput.

Criterion #6: Innovation

The DOT will assess whether and to what extent the applicant describes and documents how the project will deploy innovative financing, innovative project designs or construction techniques, and innovative technology and the benefits of those methods. The DOT will consider the extent to which innovative financing is utilized on the project, including the use of bundling of projects and benefits of executing the project as a bundle compared to individual projects.  

24 For innovative safety proposals, DOT will evaluate safety benefits that those approaches could produce and the broader applicability of the potential results. The DOT will also assess the extent to which the project uses innovative technology that supports surface transportation to significantly enhance the operational performance of the transportation system. Please note that all innovative technology must be in compliance with 2 CFR 200.216.
| Innovation | The application contains insufficient information to assess innovation benefits. | The application describes the use of an innovative technique, technology, or financing methodology, but does not provide sufficient information on the innovation or quantitative benefits from using the innovation. | The application includes quantitative benefits for the use of an innovative technique, technology, or financing. |

### 2. Review and Selection Process

#### a. Planning Projects

The DOT will evaluate BIP Planning project applications in accordance with the evaluation process discussed below.

The DOT will conduct an application intake and eligibility review by providing an initial eligibility screening based on the statutory eligibility criteria in Section C. Only eligible projects will be evaluated against the project outcome criteria in Section E.

The DOT will establish a Technical Review Team to review each eligible application. The team will be composed of individuals from FHWA. The team will review each application against the project outcome criteria in each of the categories and assign a rating of “Highly Recommended,” “Recommended,” or “Not Recommended,” to each application.

- **A Highly Recommended** project is one that meets all Highly Qualified project criteria.
- **A Recommended** project is one that receives one Qualified rating on a project selection criterion and then Qualified of Highly Qualified on the remaining project selection criteria.
- **A Not Recommended** project is one that does not meet one or more of the statutory eligibility criteria or an eligible application that receives at least one Not Qualified on a project selection criterion.

#### DOT Planning Priority Considerations

The DOT will give priority consideration to Highly Recommended Planning Project applications that (1) demonstrate that in the absence of a BIP Planning grant the project sponsor(s) will be unable to begin or complete the planning process for a BIP Large Bridge Project, and (2) are for one of the following:

1. To complete the planning process for a Large Bridge Project that will replace, rehabilitate, preserve, or protect a bridge in poor condition on the National Bridge Inventory and an anticipated construction start date within two years of completion of the planning process; or
2. To begin and complete the planning process for a Large Bridge Project that will replace, rehabilitate, preserve, or protect a bridge in poor condition on the National Bridge Inventory.

The Technical Review Team will also evaluate each application’s responsiveness to the DOT Planning Priority Considerations.

The rating for each Planning project and evaluation of responsiveness to the DOT Planning Priority Considerations will be sent to a Second Level Review Team. The Second Level Review Team is comprised of FHWA Senior Leadership. The Second Level Review Team will consider the applications and the technical evaluations, and determine which projects to advance to the FHWA Administrator. After consideration of the ratings, the FHWA Administrator may take into account the application’s responsiveness to the DOT Planning Priority Considerations and determine which projects to advance to the Secretary. The final Planning Project funding decisions will be made by the Secretary.

b. Review and Selection Process for Bridge Projects and Large Bridge Projects

The DOT will conduct an application intake and eligibility review by providing an initial eligibility screening based on the statutory eligibility criteria in Section C. Only eligible projects will be evaluated against the project outcome criteria in Section E.2.b.

The BIP evaluation process consists of an Analysis Phase and Senior Review Phase. In the Analysis Phase, teams will, for each project, rate how well it addresses the project outcome criteria using the rating system in Section E.2 as follows:

i. Project Outcome Selection Criteria Responsiveness Ratings.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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<tbody>
<tr>
<td>High</td>
<td>All 6 Criteria, including State of Good Repair and Safety, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium-High</td>
<td>5 or more Criteria, including State of Good Repair and Safety, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium</td>
<td>4 or more Criteria, including State of Good Repair and Safety, are ranked Highly Responsive</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>State of Good Repair or Safety are ranked Responsive or 3 or fewer Criteria are ranked Highly Responsive</td>
</tr>
<tr>
<td>Low</td>
<td>One or more Criteria are ranked non-Responsive</td>
</tr>
</tbody>
</table>
ii. Economic Analysis Rating

The DOT will consider a project’s benefits as compared to its costs to determine whether a project is cost effective and assign an economic analysis rating. To the extent possible, DOT will rely on quantitative, evidence-based, and data-supported analysis in this assessment. Based on the DOT’s assessment, DOT will assign an economic analysis rating of high, medium-high, medium, medium-low, or low according to the following table:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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<tbody>
<tr>
<td>High</td>
<td>The project’s benefits will exceed its costs, with a benefit-cost ratio of at least 1.5</td>
</tr>
<tr>
<td>Medium-High</td>
<td>The project's benefits will exceed its costs</td>
</tr>
<tr>
<td>Medium</td>
<td>The project's benefits are likely to exceed its costs</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>The project's costs are likely to exceed its benefits</td>
</tr>
<tr>
<td>Low</td>
<td>The project’s costs will exceed its benefits</td>
</tr>
</tbody>
</table>

iii. Project Readiness Rating

The DOT will consider project readiness to assess the likelihood of a successful project. In that project readiness analysis, DOT will consider three evaluation ratings: Environmental Risk, Technical Assessment, and Financial Completeness Assessment. The application should contain a section that explicitly addresses Environmental Risk, but the Technical Assessment and Financial Completeness Assessment will be based on information contained throughout the application.

Environmental Risk assessment analyzes the project’s environmental approvals and likelihood of the necessary approval affecting project obligation, and results in a rating of “high risk,” “moderate risk,” or “low risk.” The Technical Assessment will be reviewed for all eligible applications and will assess the applicant’s capacity to successfully deliver the project in compliance with applicable Federal requirements based on factors including the recipient’s experience working with Federal Agencies, civil rights compliance (including compliance with Title VI of the Civil Rights Act of 1964 and accompanying DOT regulations, the Americans with Disability Act, and Section 504 of the Rehabilitation Act), previous experience with DOT discretionary grant awards and the technical experience and resources dedicated to the project.
Technical Assessment ratings will be one of the following: “certain,” “somewhat certain or unknown,” or “uncertain.” Lack of previous project delivery according to Federal requirements is not sufficient justification for a rating of “uncertain,” but may result in a rating of “unknown.”

The Financial Completeness Assessment reviews the availability of matching funds and whether the applicant presented a complete funding package, and will receive a rating of “complete, partially complete,” or “incomplete.” For projects that receive a rating of “complete” and include funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates, without specified contingency, evaluators may add a comment to note the potential for uncertainty in the estimated project costs. All applicants should describe a plan to address potential cost overruns and future maintenance and preservation costs and how those costs will be funded.

The Project Readiness Ratings described above will be translated to a high, medium-high, medium, medium-low, or low rating, using the table below:

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Assessment</td>
<td>Uncertain: The team is not confident in the applicant’s capacity to deliver this project in a manner that satisfies Federal requirements</td>
<td>Somewhat Certain/Unknown: The team is moderately confident in the applicant’s capacity to deliver the project in a manner that satisfies Federal requirements</td>
<td>Certain: The team is confident in the applicant’s capacity to deliver the project in a manner that satisfies Federal requirements</td>
</tr>
<tr>
<td>Financial Completeness</td>
<td>Incomplete Funding: The project lacks full funding, or one or more Federal or non-Federal match sources are still uncertain as to whether they will be secured in time to meet the project’s construction schedule</td>
<td>Partially Complete/Appear Stable and Highly Likely to be Available: Project funding is not fully committed but appears highly likely to be secured in time to meet the project’s construction schedule</td>
<td>Complete, Stable and Committed: The Project’s Federal and non-Federal sources are fully committed and there is demonstrated funding available to cover contingency/cost increases.</td>
</tr>
<tr>
<td>Environmental Review and Permitting Risk</td>
<td>High Risk: The project has not completed or begun NEPA and there are known</td>
<td>Moderate Risk: The project has not completed NEPA or secured necessary Federal permits, and</td>
<td>Low Risk: The Project has completed NEPA, or it is highly likely that they will be able to complete</td>
</tr>
</tbody>
</table>
environmental, or litigation concerns associated with the project. It is uncertain whether they will be able to complete NEPA or secure necessary Federal permits in the time necessary to meet their project schedule.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>All 3’s</td>
</tr>
<tr>
<td>Medium-High</td>
<td>Two 3’s, one 2</td>
</tr>
<tr>
<td>Medium</td>
<td>One 3, two 2’s</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>All 2’s</td>
</tr>
<tr>
<td>Low</td>
<td>Any 1’s</td>
</tr>
</tbody>
</table>

iv. Overall Application Rating; DOT Priority Considerations; and Project Selection Process

Bridge Project and Large Bridge Project Overall Rating

The DOT will assign each eligible project a rating of Highly Recommended, Recommended, or Not Recommended for Bridge Project and Large Bridge Project grant requests. The rating will be assigned by DOT on the following basis:

A rating of “**Highly Recommended**” will be assigned to a project that:
- Meets all of the eligibility requirements;
- Received a Highly Responsive rating for State of Good Repair and Safety, and at least three out of the four remaining project outcome criteria received a Highly Responsive rating; and
- Received no less than a Medium-High for both economic analysis and project readiness.

A rating of “**Recommended**” will be assigned to a project that:
- Meets all of the eligibility requirements;
- Received a Highly Responsive rating for State of Good Repair and Safety, and at least two out of the four remaining criteria received a Highly Responsive rating; and
- Received no less than a Medium for both economic analysis and project readiness.

A rating of “**Not Recommended**” will be assigned to a project that:
- Does not meet one or more of eligibility requirements;
- Received a Non-Responsive on any of the criteria;
• Is not otherwise assigned a “Highly Recommended” or “Recommended” rating.

DOT Priority Considerations – Large Bridge Projects

For FY 2022, DOT will give priority consideration to funding Large Bridge Projects of bridges in poor condition or in fair condition and at risk of falling into poor condition within the next three years and that demonstrate but for a BIP grant the project sponsor(s) will be unable to complete the Large Bridge Project, and the project has one or more of the following characteristics:

1. The geometric design standards used for the construction of the bridge met the applicable standards at that time but no longer meets the current geometric design standards;

2. The total future eligible project costs are no less than $1 billion;

3. The application demonstrated a need for a BIP grant of not less than $100 million;

4. The project readiness evaluation demonstrates that the project can distribute a BIP grant of not less than $100 million over a four-year period if a multi-year grant is awarded to the project;

5. The applicants are a Federal Land Management Agency who owns the bridge and a State, and Large Bridge Project application provides evidence that upon completion of the project, the bridge will be divested; and

6. The project is or will be ready to proceed to the next stage of project delivery within 12 months of a Categorical Exclusion Determination, Finding of No Significant Impact, or Record of Decision.

7. The project includes accommodation for transit such as the inclusion of bus rapid lanes on the bridge$^{25}$.

8. The project has national or regional economic significance.

9. Without a FY 2022 BIP grant, construction of the project is unlikely to commence before September 30, 2025.

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$^{25}$This priority consideration does not mean that transit only bridges are eligible for BIP assistance. Transit only bridges are not highway bridges nor are they included in the NBI and therefore do not meet the BIP eligibility criteria.
DOT Priority Considerations – Bridge Projects

For FY 2022, DOT will give priority consideration to funding Bridge Projects for bridges in poor condition or in fair condition and at risk of falling into poor condition within in the next 3 years that demonstrate but for a BIP grant the project sponsor(s) will be unable to complete final design and any necessary right-of-way acquisition and construction, and the project:

1. Is or will be ready to proceed to final design, and right-of-way acquisition if necessary, within 12 months of a Categorical Exclusion Determination, Finding of No Significant Impact, or Record of Decision; and

2. The project schedule and budget demonstrate that a two-phased BIP funding approach is feasible with an initial obligation of BIP funds to complete final design, and any right-of-way acquisition, and proceed to the construction phase within 12 months of the initial award of FY 2022 BIP funds. The second obligation of BIP funds for construction will be, based upon the results of preliminary engineering and FHWA approval of the plans, specifications, and estimate for the project or request for proposals, which is reasonably expected to begin construction within 18 months of the first obligation of BIP funds.26

3. Without a FY 2022 BIP grant, construction of the project is unlikely to commence before September 30, 2025.

The Analysis Team will also evaluate each application’s responsiveness to the DOT Priority Considerations.

v. Selection Process

The Analysis Team will send the overall project rating for each Bridge Project and Large Bridge Project and evaluation of responsiveness to the DOT Priority Considerations to a Second Level Review Team. The Second Level Review Team is comprised of FHWA Senior Leadership. The Second Level Review Team will determine which Highly Recommended projects to advance to the FHWA Administrator. The Second Level Review team may also recommend for selection Recommended projects that meet one or more of the priority considerations. When recommending a Recommended project over a Highly Recommended project, the Second Level Review Team will select Recommended projects by considering how well the project addressed the project outcome criteria and number of criteria rated High as well as the project’s High ratings under project readiness. The FHWA Administrator will determine which Highly

26 If selected for a FY 2022 BIP award, the funds will be obligated on a phased basis. The funds for completion of preliminary engineering will be obligated first. The remainder of the BIP award will be obligated upon completion of preliminary engineering and FHWA approval of PS&E, subject to the availability of BIP funds.
Recommended projects, and any Recommended projects to advance to the Secretary after considering the Second Level Review Team recommendations including the responsiveness to the DOT Priority Considerations.

In addition, the FHWA Administrator may advise the Secretary on options for reduced awards, awards under a different funding category than identified in the application, and in the case of a bridge bundle, options for funding certain bridges of the bundle that are immediately ready to proceed to construction upon award, providing separate grants for bridges in the bundle that may need to complete NEPA, or to remove bridges from the bundle altogether from consideration.

The Secretary makes final project selections. The Secretary will prioritize selections among the projects advanced by the Administrator. The Secretary’s selections identify the applications that best address the BIP program goals, statutory selection criteria and DOT Priority Considerations, and ensure the effective use of Federal funding while also improving transportation safety, reducing surface transportation-related greenhouse gas emissions, delivering equitable transportation options and access, and accommodating new and emerging technologies.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206. The FHWA must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS). An applicant may review information in FAPIIS and comment on any information about itself. The FHWA will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.
SECTION F - FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notice

The FHWA will announce the awarded projects by posting a list of selected projects at BIP - Funding Programs - Management and Preservation - Bridges & Structures - Federal Highway Administration (dot.gov). Following the announcement, successful applicants and unsuccessful applicants will be notified separately.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR part 1201. Applicable Federal laws, rules, and regulations set forth in title 23, U.S.C., and title 23 of the CFR, shall apply to awards provided under this program.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The Bridge Investment Program is an infrastructure program subject to the Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). As well as 23 U.S.C. § 313. The Department expects all recipients to be able to complete their project without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

Recipients of Federal transportation funding will be required to comply fully with the ADA, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements.
Department’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded projects to ensure full compliance with Federal civil rights requirements.

Recipients of an award under this program are also required to comply fully with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by an award made available under this program, be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor.

Each applicant selected for an award under this notice must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the type and scale of the bridge project or projects involved. Projects that have not considered and addressed physical and cyber security risks relevant to the type and scale of the bridge project or projects involved, and resilience, as determined by DOT and the Department of Homeland Security, may be required to do so before receiving funds for construction, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems.

3. Reporting

a. Progress Reporting on Grant Activities

Required reporting follows the requirements for regular Federal-aid projects. Each applicant selected for BIP grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the BIP grant program. State DOTs and other recipients within the State should submit progress reports to the FHWA Division office, which will report to FHWA Headquarters (HQ). Tribes and FLMA should submit progress reports to the FHWA Office of Federal Lands Highway which will report to FHWA HQ.

To the extent possible, each applicant selected for discretionary grant funding must demonstrate effort to consider climate change and sustainability impacts, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), as well as efforts to improve racial equity and reduce barriers to opportunity, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009). To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds for construction, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).
The project sponsor will work with DOT to identify actions that achieve these goals, are appropriate for their project, and can be carried out by the project sponsor. If a project sponsor is unable to identify any such actions, the sponsor may be asked to submit a report to DOT describing the actions that were considered.

b. Program Evaluation

As a condition of grant award, BIP grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

The BIP grant recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For BIP grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR part 200).
SECTION G - FEDERAL AWARDING AGENCY CONTACT(S)

For questions concerning this NOFO and the BIP program, please contact:

Angela Jones  
Agreement Specialist  
Office of Acquisition and Grants Management  
Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.,  
Washington, DC  20590  
Email: BridgeInvestmentProgram@dot.gov (preferred)  
Phone: 202-466-4255

Alternate:

Robin Hobbs  
Agreement Officer/Team Leader  
Office of Acquisition and Grants Management  
Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.,  
Washington, DC  20590  
Email: BridgeInvestmentProgram@dot.gov (preferred)  
Phone: 202-366-4004
SECTION H – OTHER INFORMATION

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) State on the cover of that document that it “Contains Confidential Business Information (CBI)”; (2) mark each page that contains confidential information with “CBI”; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. The DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information.

Following the completion of the selection process and announcement of awards, DOT intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H.1, DOT may make application narratives publicly available or share application information within DOT or with other Federal Agencies if DOT determines that sharing is relevant to the respective program’s objectives.

3. DOT Feedback on Applications

Debriefs by BIP staff are available to applicants not selected for award to receive information about the BIP project’s evaluation.
Resolution authorizing agreement with Microsoft Inc. on behalf of the Chemung County Information Technology Department (Premier Support)

Resolution #: 22-408  
Slip Type: CONTRACT  
SEQRA status  
State Mandated False

Explain action needed or Position requested (justification):  
This is an annual support agreement with Microsoft for support of our Microsoft infrastructure. It includes both support assistance and emergent problem resolution. The current Microsoft Premier Support Agreement expires September 27th and at this time I am requesting approval to renew the agreement at a cost of $75,804. The renewal is for 1 year and is included in the 2022 IT operating budget.

Prior Resolution 21-428

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
</table>
Premier Support Services Description

State and Local Government – Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)

Services Description Number

(For Microsoft Internal Purposes Only)

MSL Number

GVS0229-391028-486769

U5294094

http://www.ogs.ny.gov/purchase/snt/awardnotes/7630423082can.htm

Centralized Contract with OGS, PS67930

This services description ("Services Description") is made pursuant to the Centralized Contract with OGS, referenced as PS67930. The Centralized Contract is effective as of January 1st, 2013, which is incorporated herein by this reference. In this Services Description "You", "Your" or "Customer" means the undersigned Authorized User and "We," "Us," or "Our" means Microsoft. Any terms not otherwise defined herein will assume the meanings set forth in the Centralized Contract. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

Customer Invoice Information

Name of Customer

County Of Chemung

Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.)

Aaron Dowd

Name of Customer or Affiliate that executed the Agreement if different than the undersigned

Street Address

INFORMATION TECHNOLOGY

PO BOX 588

Contact E-mail Address

adowd@chemungcountyny.gov

City

ELMIRA

State/Province

New York

Phone

607-873-1144

Country

United States

Postal Code

14902-0588

Fax

Invoicing

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s).

Term

This Schedule will be effective on the later of 9/28/2022 or the last Signature Dates below. This Work Order will expire 12 months from the effective date.
By signing below each entity acknowledges and agrees to be bound to the terms of the Centralized Contract and this Services Description.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Microsoft Affiliate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Customer (please print)</td>
<td>Name Microsoft Corporation</td>
</tr>
<tr>
<td>County Of Chemung</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name of person signing (please print)</td>
<td>Name of person signing (please print)</td>
</tr>
<tr>
<td>Title of person signing (please print)</td>
<td>Title of person signing (please print)</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

1. OVERVIEW. This Services Description describes the various types of services that may be obtained (the “Services”). In addition, it sets forth each entity’s respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource (“Services Resource”) helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating MS Products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using MS Products, where there is a reasonable expectation that the problem is caused by MS Products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s).

2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the “Premier Support Fee and Named Contacts Schedule” section below:

a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.

b. Status Meetings and Reporting. A status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels,
and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.

c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

2.2 Workshops. The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. All registration requirements for Onsite Workshops and Events must be completed by You 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s). Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to MS Products that You experience. Workshops can include the following:

a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.

b. Events. We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with MS Product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using MS Products, where there is a reasonable expectation that the problems are caused by MS Products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

a. Problem Request (Break-Fix). An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for travel and living expense in accordance with the Contract. In certain situations, We may provide You with a Hotfix in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Either the Services Resource or the Support Engineer will inform the Authorized User that the hotfix is provided “as is”, and should be implemented in a test (non-production) environment prior to production implementation. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem Resolution Support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue, which is within the scope of the Centralized Contract. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

<table>
<thead>
<tr>
<th>Severity</th>
<th>Situation</th>
<th>Our Expected Response</th>
<th>Your Expected Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Submission via phone only</td>
<td>Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue</td>
<td>1st call response in 1 hour or less: Our Resources at Your site as soon as possible. Continuous effort on a 24x7 basis</td>
<td>Notification of Your Senior executives: Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority</td>
</tr>
</tbody>
</table>

Microsoft Premier Support - New York State Service Description (December 2017)
A Submission via phone only

Critical business impact:
Significant loss or degradation of services
Needs attention within 1 hour

1st call response in 1 hour or less
Our Resources at Your site as required.
Continuous effort on a 24x7 basis
Notification of Our Senior Managers

Allocation of appropriate resources to sustain continuous effort on a 24x7 basis
Rapid access and response from change control authority
Management notification

B Submission via phone or web

Moderate business impact:
Moderate loss or degradation of services but work can reasonably continue in an impaired manner.
Needs attention within 2 Business Hours

1st call response in 2 hours or less
Effort during Business Hours only

Allocation of appropriate resources to sustain Business Hours continuous effort
Access and response from change control authority within 4 Business Hours

C Submission via phone or web

Minimum business impact:
Substantially functioning with minor or no impediments of services.
Needs attention within 4 Business Hours

1st call response in 4 hours or less
Effort during Business Hours only

Accurate contact information on case owner
Responsive within 24 hours.

1 Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.
2 We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing MS Product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

b. Rapid Onsite Support Services. You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.

c. Software Assurance Benefits. You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Problem Resolution Support (PRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation. The local rate calculation is determined as follows:

A. The dollar value of one (1) incident multiplied by the number of incidents = dollar value to be converted.
B. The dollar value to be converted is divided by the contractual hourly rate for PRS hours = number of Premier hours per incident.

For example, as of February 1, 2017, one (1) incident has a dollar value of $1315. The contractual hourly rate for PRS is $227.
A. $1315 multiplied by one (1) incident = $1315
B. $1315 divided by $227 = 5.79 "PRS" hours per incident.

You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:
a. **Infrastructure Support Assistance.** Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to MS Products including:
- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.

b. **Reviews.** A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. **All requests for On-site reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).**

c. **Development Support Assistance.** Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.

d. **Lab Access.** Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on MS Products. These facilities must be scheduled in advance and are subject to availability.

**2.5 Information Services.** Information Services provide You with technical information about MS Products and support tools that help You to implement and operate MS Products in a more efficient and effective manner. Information Services can include any combination of the following:

a. **Premier online website.** The Premier online website provides access to the following information resources at no additional charge:
- Regularly updated MS Product news flashes documenting key support and operational information about MS Products.
- Critical problem alerts notifying You of potentially high-impact problems.
- Web response tool for submitting and checking the status of support incidents.
- Microsoft Knowledge Base of technical articles and troubleshooting tools and guides.

b. **Support Webcasts.** Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

**2.6 Additional Services.** You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services must be authorized by the Centralized Contract and will be invoiced at the Centralized Contract rate at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Support Account Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

**3. PREREQUISITES AND ASSUMPTIONS.** Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined on your Fee and Named Contacts Schedule, You will be billed for travel and living expenses in arrears in accordance with the Centralized Contract terms. Alternatively, You agree that any travel related expenses incurred by Microsoft may be decremented from the Support Assistance hours in accordance with the Centralized Contract terms, if You so authorize. By signing this Services
Description, You certify that You possess the authority for this approval and such conversion is in compliance with any applicable government procurement and audit rules or regulations applicable to You. This conversion is based on the following formula:

The dollar value of actual travel expenses incurred pursuant to the Centralized Contract terms divided by the price per Problem Resolution Support hour = number of PRS hours decremented.

For example as of the February 1, 2017, one (1) PRS hour is $227.00 if actual expenses incurred are $500.00, then:

$500.00 divided by $227.00 = 2.2 hours decremented.

b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.

c. We will provide support for all United States versions of commercially released generally available MS Products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those MS Products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for MS Products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.

d. Support for pre-release MS Products is not provided except as otherwise provided in an attached Exhibit.

e. ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S).

f. Support Assistance is dependent upon the availability of resources.

g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft’s property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.

h. You must have access to the Internet in order to take advantage of Internet-based services.

i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.

j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.

k. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.

4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager (“CSM”) for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:

- One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
- One type will receive a shared account ID that provides access to the Premier online website for information content only.
b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.

c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.

d. You agree to good faith efforts consistent with law to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.

e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.

f. You are responsible for any travel and expenses incurred by Your employees or vendors.

5. ADDITIONAL TERMS AND CONDITIONS. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

a. Pre-existing Work. All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description (“Pre-existing Work”) shall remain the sole property of the entity providing the Pre-existing Work. During the performance of the Services for this Services Description, each entity grants to the other entity (and Our vendors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Centralized Contract and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.

b. Materials. All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services (“Materials”) shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. We acknowledge that Materials may be subject to a NYS Freedom of Information Law (Public Officers Law Article 6), specifically §87 and §89 (“FOIL”) request, however we reserve all rights under FOIL, as Materials may incorporate Microsoft trade secret information. All rights not expressly granted, are reserved.

c. Sample Code. We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration (“Sample Code”) and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; and (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded. Authorized User agrees that neither Contractor nor its suppliers shall incur any liability that arise or results from the Authorized User’s use or distribution of Sample Code.

d. Reservation of Rights. All rights not expressly granted in this Section 5 are reserved.

6. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

- Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule
- Microsoft Premier Support Services Description Exhibit: Unified Support Exhibit
Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:

Attorney General, New York State
(Microsoft Affiliate to complete)
Premier Support Services Description Number
GVS0229-391028-486769
Ren_ 161858042

http://www.ogs.ny.gov/purchase/snt/awardnotes/7630423082can.htm
Centralized Contract with OGS, PS67930

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the “Services Description”). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Centralized Contract, MSA and the Services Description.

By signing below each entity acknowledges and agrees to be bound to the terms of the Centralized Contract and this Services Description Schedule.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Microsoft Affiliate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Customer (please print)</td>
<td>Name Microsoft Corporation</td>
</tr>
<tr>
<td>County Of Chemung</td>
<td></td>
</tr>
</tbody>
</table>

| Signature                      | Signature                  |
| Name of person signing (please print) | Name of person signing (please print) |
| Title of person signing (please print) | Title of person signing (please print) |
| Date                          | Date                       |

Term
This Schedule will be effective on the later of 9/28/2022 or the last Signature Dates below. This Work Order will expire 12 months from the effective date. *

*During the term of this Services Description, Microsoft may make available a new Unified Support services offering that will help you achieve greater value from your Microsoft technology investment. In the event that Microsoft determines in its sole discretion that it will no longer continue to provide the Premier Support offering sold to you under this Services Description, Microsoft reserves the right to discontinue the Premier Support offering, effective at your annual anniversary date.

Microsoft will provide at least 90 days prior written notice of any such discontinuation unless prohibited from doing so by applicable law. In addition, Microsoft will make any successor support services offering available to [Customer] prior to any discontinuation of [Customer’s] Premier Support offering at Microsoft’s then-current rates and terms for such services. For the avoidance of doubt, Customer’s termination rights as set forth in the Agreement remain in full force and effect.
1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

<table>
<thead>
<tr>
<th>Services Summary</th>
<th>Rate</th>
<th>Quantity</th>
<th>Total Price (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Account Management (SAM) hours</td>
<td>$257.00</td>
<td>100</td>
<td>$25,700.00</td>
</tr>
<tr>
<td>Support Assistance (SA) hours</td>
<td>$262.00</td>
<td>100</td>
<td>$26,200.00</td>
</tr>
<tr>
<td>Problem Resolution Support (PRS) hours</td>
<td>$249.00</td>
<td>96</td>
<td>$23,904.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$75,804.00</strong></td>
</tr>
<tr>
<td>Unified Support Proactive Credits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Assistance (SA) hours, for Proactive Credits</td>
<td>$262.00</td>
<td>96</td>
<td>$25,000.00</td>
</tr>
<tr>
<td><strong>Subtotal with Proactive Credits</strong></td>
<td></td>
<td></td>
<td><strong>$100,804.00</strong></td>
</tr>
<tr>
<td>Flex Allowance, for Proactive Credits</td>
<td></td>
<td></td>
<td>($25,000.00)</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td></td>
<td></td>
<td><strong>$75,804.00</strong></td>
</tr>
</tbody>
</table>

b. Software Assurance Benefits

The Software Assurance Benefits are subject to the terms of the SCSD and Product Terms, including, but not limited to, Appendix B of the Product Terms. Further details are also available at www.microsoft.com/licensing/licensing-programs/software-assurance-by-benefits, such as changes to the Problem Resolution Support benefit beginning in February 2022 that will affect support eligibility criteria and support allocations, which may result in adjustments to equivalent incident value.

You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Problem Resolution Support (PRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. The calculation used for this conversion is the same as described in Section 2.3(c) of the Services Description. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.

c. Services by Support Location

<table>
<thead>
<tr>
<th>Country: United States</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Premier Standard Support)</td>
</tr>
<tr>
<td>• 100 Support Account Management (SAM) hours (estimated at but not limited to)</td>
</tr>
<tr>
<td>• 100 Support Assistance (SA) hours (estimated at but not limited to)</td>
</tr>
<tr>
<td>• 96 Problem Resolution Support (PRS) hours (estimated at but not limited to)</td>
</tr>
<tr>
<td>• 96 Support Assistance (SA) hours for Proactive Credits</td>
</tr>
</tbody>
</table>
* All registration requirements for On-Site Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

<table>
<thead>
<tr>
<th>Microsoft Contact Name: Callie Fuller</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email: <a href="mailto:v-cafuller@microsoft.com">v-cafuller@microsoft.com</a></td>
</tr>
</tbody>
</table>

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource by the CSM. Contacts will be carried forward from the previous Term.

<table>
<thead>
<tr>
<th>Microsoft Contact Name: Aaron Dowd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone: 607-873-1144</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email: <a href="mailto:adowd@chemungcountyny.gov">adowd@chemungcountyny.gov</a></td>
</tr>
</tbody>
</table>
Microsoft Support Services Exhibit:
Unified Enterprise Support

This Exhibit is made pursuant to the Microsoft Premier Support Services Description / Enterprise Services Work Order identified above (the “Services Description” / “Work Order”). The terms of the Services Description or Work Order are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description or Work Order.

OVERVIEW
The above support SKU’s are recognized on the NYS OGS contract (PS67930). Microsoft will take the above NYS OGS approved SKU’s and convert them to Unified Support during our setup process. This exhibit shows the expectation and guarantee that the customer is getting Unified Support using the approved NYS OGS SKU’s called out above.

APPENDIX A
As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Licensing Program</th>
<th>Licensing Enrollment/Agreement Number/Billing Account ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHEMUNG COUNTY</td>
<td>Enterprise 6</td>
<td>6353783</td>
</tr>
<tr>
<td>CHEMUNG COUNTY</td>
<td>Select Plus</td>
<td>8124850</td>
</tr>
</tbody>
</table>
Resolution authorizing agreement with Fisher Associates on behalf of the Chemung County Planning Department

Resolution #: 22-409  
Slip Type: CONTRACT  
SEQRA status: False  
State Mandated: False  

Explain action needed or Position requested (justification):
This agenda item requests approval of an on-call term agreement with Fisher Associates to provide support services to the Planning Department for various grants and other technical planning work. This expense was included in the approved 2022 budget.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>220606_RFQ_on-call_planning_support_services.pdf</td>
<td>On-Call Planning Support Services</td>
<td>Cover Memo</td>
<td>7/13/2022</td>
</tr>
<tr>
<td>Chemung_County_Agreement_Letter_7-8-22.pdf</td>
<td>Chemung County Agreement Letter</td>
<td>Cover Memo</td>
<td>7/13/2022</td>
</tr>
<tr>
<td>Chemung_County_Term_Agreement_for_On-Call_Planning_Support_Services__Fisher_Associates-small.pdf</td>
<td>Chemung County Term Agreement</td>
<td>Cover Memo</td>
<td>7/13/2022</td>
</tr>
</tbody>
</table>
INTRODUCTION

Chemung County is seeking to procure professional services to perform on-call technical support services for the Chemung County Planning Department and the Elmira-Chemung Transportation Council.

INTENT & BACKGROUND

The Chemung County Planning Department is responsible for land use planning, transportation planning, economic and community development, outreach and engagement, data analysis and dissemination, resilience and sustainability planning, grant funding support, emergency management planning, and other duties as assigned by the County Executive or Legislature.

Chemung County seeks to identify and enter into term contracts for up to 3 years with the best-qualified sources of professional services for on-call technical assistance and support.

Chemung County requires professional services to support its work on a wide range of projects. The intent of this request is to award one or more term contracts to minimize individual project-based solicitations while providing efficient and effective service. It is the County’s intent to select the top proposers to provide the best services and solutions.

SCOPE OF PROFESSIONAL SERVICES

The scope of the professional services will be project specific. Individual project scopes and letter agreements will be developed collaboratively. Examples of anticipated work include the following:

1. Land use and zoning support for GMU 239 referrals to the County Planning Board, including review assistance for local laws, site plans, and variances. Support for SEQR, NEPA, and SHPO coordination, and other assistance as needed.

2. Engineering support for the development of grant applications including conceptual design and feasibility studies, benefit-cost analysis (including benefit-cost analysis specific to FEMA or DOT guidelines), and construction budget development. Anticipated projects include:
2.1. Grant applications related to the Bipartisan Infrastructure Law

2.2. Grant applications related to the NYS Consolidated Funding Application

2.3. Grant applications from the NYS Department of Environmental Conservation

2.4. Conceptual design and feasibility studies for parks and trails, street right-of-way redesigns, County facility energy efficiency and green stormwater infrastructure improvements

3. Support for stakeholder engagement, public participation and engagement; development of promotion materials to support outreach. Anticipated work could include:

3.1. Development of technical planning best practice fact sheets, guides and brochures for topics related to land use and zoning, solar development, EV charging stations, design guidelines, and other topics, as needed

3.2. Development of surveys, social media content, and other related items to promote public inclusion in County projects, build awareness and public support, create greater transparency, and better respond to the needs of the community.

4. GIS mapping and analysis support. Anticipated work could include:

4.1. Creation of public map viewers, GIS data portal or hub

4.2. Creation of single source of truth database with associated metadata, process and procedures for maintaining, internal workflow development and training

4.3. Remote sensing analysis (such as for identifying impervious areas, vegetation)

4.4. Production of individual maps, creation of new datasets or editing of existing datasets, as needed.

5. Support for special planning studies, research and development of reports, as needed. Examples of potential work could include:

5.1. Environmental justice studies

5.2. Climate action planning

5.3. Equity analysis

5.4. Neighborhood and community planning
Work may include the creation of memos and reports, spreadsheets, drawings, and staff training. Other assignments not listed above may be requested.

**REQUIRED SUBMISSIONS**

Responses to this RFQ should include the following:

1. List and scope of professional services your firm is submitting for
2. Firm’s qualifications to perform the services
3. Relevant experience and expertise of staff
4. Hourly rates and fees for all potential staff positions that will be providing the services
5. Existing obligations, staff availability and responsiveness
6. Contact information for references

**HOURLY RATES AND FEES**

Include in your submission a listing of your firm’s direct rates and billable rates for any positions that are deemed necessary to deliver work as requested within the categories for which you have submitted a proposal, along with your firm’s required cost mark-ups for subcontractors and reimbursable expenses.

**EVALUATION AND SELECTION**

The following criteria may be used to review qualifications and determine the best value to Chemung County:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Estimated Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stated qualifications, experience and expertise of firm and staff</td>
<td>25%</td>
</tr>
<tr>
<td>Hourly rates and fees</td>
<td>25%</td>
</tr>
<tr>
<td>Existing obligations, availability and responsiveness</td>
<td>25%</td>
</tr>
<tr>
<td>References</td>
<td>25%</td>
</tr>
</tbody>
</table>

**SELECTION**

All proposals, timely received and complete, will be evaluated and ranked by a selection committee. After the initial term contract award, firms may be required to submit proposals/quotes for evaluation prior to individual project awards. Interviews may be requested as necessary.
CONTRACT

After selection of the successful proposers, a formal written not-to-exceed contract will be prepared and will not be binding until signed by both parties and approved by the Chemung County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR APPROVAL.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

CONTRACT TERM

Agreements will be for a term contract of at least 1 year from the date of contract execution. The contract may be extended for one to two years upon mutual agreement.

QUESTIONS AND ADDITIONAL INFORMATION

All questions and requests for additional information related to this RFQ should be directed in writing by email to the following point of contact:

Kevin J. Meindl
Chemung County Planning Commissioner
Elmira-Chemung Transportation Council Director
400 E Church Street
Elmira, NY 14901
(607) 737-5510
kmeindl@chemungcountyny.gov
July 8, 2022

Kevin J. Meindl
Chemung County Planning Commissioner
Elmira-Chemung Transportation Council Director
400 E. Church Street
Elmira, NY 14901

RE: Planning Support Services Proposal
On-Call Planning Support Services Term Contract

Dear Mr. Meindl:

Thank you for your request to submit a master services / term contract for Fisher Associates P.E., L.S., L.A., D.P.C. (Fisher Associates) to provide planning support consulting services to the Chemung County Planning Department and Elmira-Chemung Transportation Council. We have developed the following proposal based upon your Request for Quote and Fisher Associates’ response dated June 22, 2022.

SCOPE OF SERVICES

Fisher Associates will provide planning support services on an as-needed basis. Individual tasks shall be assigned by the Planning Department / Transportation Council staff. At that time, Fisher Associates’ Project Manager shall provide a brief scope of services and an estimate of the amount of time / fee for the individual task utilizing rates based on our billing rate schedule (2022-2024 Billing Rates - Attachment 1). The following is a list of potential services to be provided by Fisher Associates, including, but not limited to:

1. Land Use and Zoning Support, SEQR/NEPA Compliance
   Land use and zoning support for GMU 239 referrals to the County Planning Board, including review assistance for local laws, site plans, and variances. Support for SEQR, NEPA, SHPO coordination, and other assistance as needed will also be provided.

2. Engineering Support for Grant Applications
   Engineering support for the development of grant applications including conceptual design and feasibility studies, benefit-cost analysis (including benefit-cost analysis specific to FEMA or DOT guidelines), and construction budget development. Anticipated tasks may include:
   a. Grant applications related to the Bipartisan Infrastructure Law.
   b. Grant applications related to the NYS Consolidated Funding Application.
   c. Grant applications from the NYS Department of Environmental Conservation.
d. Conceptual design and feasibility studies for parks and trails, street right-of-way redesigns, County facility energy efficiency and green stormwater infrastructure improvements.

3. **Stakeholder/Public Engagement**
   Support for stakeholder engagement, public participation and engagement; development of promotion materials to support outreach. Anticipated tasks may include:
   
   a. Development of technical planning best practice fact sheets, guides and brochures for topics related to land use and zoning, solar development, EV charging stations, design guidelines, and other topics, as needed.
   b. Development of surveys, social media content, and other related items to promote public inclusion in County projects, build awareness and public support, create greater transparency, and better respond to the needs of the community.

4. **GIS Mapping/Analysis**
   GIS mapping and analysis support. Anticipated tasks may include:
   
   a. Creation of public map viewers, GIS data portal or hub.
   b. Creation of single source of truth database with associated metadata, process and procedures for maintaining internal workflow development and training.
   c. Remote sensing analysis (such as for identifying impervious areas, vegetation).
   d. Production of individual maps, creation of new datasets or editing of existing datasets, as needed.

5. **Specialized Planning Studies**
   Support for special planning studies, research and development of reports, as needed.

   Examples of potential work could include:
   
   a. Environmental justice studies
   b. Climate action planning
   c. Equity analysis
   d. Neighborhood and community planning

Work may include the creation of memos and reports, spreadsheets, drawings, and staff training. Other assignments not listed above may be requested by the County.
FEES

Fisher Associates will provide consulting services as requested by the Planning Department / Transportation Council staff on a time-and-materials basis for a not-to-exceed fee of $100,000. 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 two years, commencing on the 1st day of September 2022 and terminating on the 31st day of December 2024. The contract term may be extended for an additional year upon mutual agreement.

**********************

Should this proposal for planning support services be acceptable, please sign the acceptance section below which will constitute an agreement between the County and Fisher Associates.

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,


Donald Naetzker, RLA
Director of Planning

Attachment 1: 2022-2024 Billing Rates

Cc: Frank J. Armento, AICP, Fisher Associates
# AGREEMENT ACCEPTANCE SECTION

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Response to RFP Request:

**County Of Chemung | New York State**

**Request For Quote For Public Work Or Service**

Chemung County

June 22, 2022

**Contact:**

Donald Naetzker, RLA  
585-334-1310 x226  
daetzker@fisherassoc.com

Frank Armento, AICP CEP  
716-858-1234 x306a  
farmento@fisherassoc.com
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2. List and scope of professional services Fisher is submitting for
3. Firm’s qualifications to perform the services
4. Relevant experience and expertise of staff
5. Hourly rates and fees for all potential staff positions that will be providing the services
6. Existing obligations, staff availability and responsiveness
7. Contact information for references
June 22, 2022

Kevin J. Meindl  
Chemung County Planning Commissioner  
Director, Elmira-Chemung Transportation Council  
400 E Church Street  
Elmira, NY 14901

Re: Response to RFP #220449 On-Call Services Agreement

Dear Mr. Meindl,

Fisher Associates has had a valuable relationship with Chemung County for over 20 years. Our firm, along with our recently acquired Landscape Architecture firm, has been helping to shape the character, design infrastructure and improve safety conditions in the County through projects in downtown Elmira, at the Elmira-Corning Airport and throughout Chemung County. We look forward to being part of your team as we plan for and implement a vision for the County’s future.

Fisher Associates is proud to submit the attached proposal in response to the above-referenced RFP. Our team’s unique qualifications include:

- **Chemung County & City of Elmira Experience.** Through our existing transportation work, and work within various Chemung County municipalities, our firm understands the needs and characteristics of the County. There is no learning curve which means you will receive cost-effective and friendly project service.

- **Core planning services.** Fisher’s diverse team of planners, analysts, engineers, landscape architects, GIS experts, and scientists enable our firm to support a broad spectrum of planning projects, from land use plans and zoning updates to environmental and transportation studies.

- **Expanded planning and design services.** In August 2021, Trowbridge Wolf Michaels Landscape Architects joined Fisher Associates, which greatly expanded our firm’s planning and design capabilities. This merger has exponentially increased our Planning Group’s capacity, experience, and diversity of projects, from areawide and corridor studies to DRI projects in several Upstate communities. In 2022 Fisher hired Don Naetzker, and two additional staff planners, to augment our planning expertise.
• **Project Management.** As Project Manager, Frank Armento's focus is to be responsive and efficient, providing timely and accurate information to the County, whether it is permit application reviews, grant applications, public involvement meetings, or input on various environmental and planning regulations. Don Naetzker will act as Principal-in-Charge, adding another level of contact and accountability. Fisher Associates has offices in Ithaca and Binghamton, where support services will be drawn from.

Attached you will find a digital copy of our qualifications. We look forward to the opportunity to grow our relationship with the County of Chemung. Please feel free to reach out to us with any questions, or if you would like to schedule a review of this submission.

Sincerely,

Frank J. Armento, AICP, CEP  Donald P. Naetzker, RLA  
Senior Project Manager  Director of Planning

Enclosure
1. LIST AND SCOPE OF PROFESSIONAL SERVICES FOR WHICH FISHER IS SUBMITTING FOR

Fisher Associates, P.E., L.S., L.A., D.P.C. (Fisher Associates) is pleased to submit this proposal for all five project categories, as follows:

1. Land Use and Zoning Support, SEQR/NEPA Compliance
2. Engineering Support for Grant Applications
3. Stakeholder/Public Engagement
4. GIS Mapping / Analysis
5. Specialized Planning Studies
2. FIRM’S QUALIFICATIONS TO PERFORM THE SERVICES
LAND USE AND ZONING SUPPORT, SEQRA/NEPA COMPLIANCE

Fisher Associates’ Planning and Environmental groups regularly provide environmental review services and preparation of documentation and reports for a variety of clients ranging from municipal and county governments to schools to developers. Our staff is experienced in all facets of Entitlements compliance, providing knowledgeable expertise on:

- Land Use/Zoning Applications and Coordination
- Environmental Assessment Form Preparation
- Coordinated Review Assistance
- Environmental Impact Analysis
- Determinations of Significance
- Scoping and Environmental Impact Statements
- Federal, State and Local Permitting

With decades of experience preparing zoning and site plan applications and facilitating the entitlement review process, our team of planners, engineers, and environmental scientists have successfully obtained approvals for a variety of projects, from mixed-use development to infrastructure projects, small and complex. In addition, Fisher specialized in conducting federal and state environmental reviews pursuant to SEQRA and NEPA, having completed hundreds of environmental assessments and environmental impact statements and are ready to put our expertise to work for you. We understand the procedural and substantive compliance intricacies of effective impact analysis, and every project we encounter is objectively assessed, with innovative approaches and permitting strategies to meet your goals. Our projects have ranged from public sector investments in transportation infrastructure and K-12 educational institutions to private sector investments focused on commercial and mixed-use development. We specialize in the preparation of generic environmental impact statements for municipal planning studies such as comprehensive plans and zoning amendments and rewrites. Our multidisciplinary team includes experts who conduct specialized studies to support defensible impact reviews, from traffic assessments to build-out analyses, with the goal of gaining required government approvals and facilitating project construction.

Similar Projects (Some Additional Details Provided in Attached Project Descriptions)

- City of Buffalo Green Code GEIS
- K-12 Capital Projects
- Port Chester Form Based GEIS
- Rochester Bull’s Head Revitalization Renewal Plan, SEQRA Compliance Services
- City of Elmira Cultural Connector
- Cornell University CIS Building Site Plan Application
- City of Ithaca East Hill Fire Station Site Plan Application
GRANT PREPARATION & ADMINISTRATION

Fisher Associates has extensive experience preparing and reviewing a variety of grants and funding applications to help our public and client clients access needed local, state, federal, or private grant/endowment funds to meet their study or project goals. Our firm also provides a number of administration services to help clients comply with grant and funding requirements from planning through construction.

Our firm has prepared over $5 million in successful grant and funding applications for a variety of programs including BridgeNY/CulvertNY and Transportation Alternatives Program (TAP funding. On the Bull’s Head BOA Revitalization Plan, Fisher Associates assisted the city in preparing winning grants including EPA Cleanup and Multipurpose Grant ($1.4M), BOA Program Grant ($300K), and an ESD Strategic Planning grant ($100K). Fisher Associates has also prepared grants for improvements in Oswego under ESD’s Strategic Planning and Feasibility program and ESD Strategic Planning and the National Warplane Museum.

Similar Projects (Additional Details Provided in Attached Project Descriptions)
- City of Rochester Bull’s Head Brownfield Opportunity Area Revitalization Plan (several grants)
- Additional projects listed above (>5 years old)
STAKEHOLDER / PUBLIC ENGAGEMENT

Fisher Associates’ Planning Group is committed to a planning process that is customized to every project and municipality through application of our experience across New York State and a broad spectrum of tested engagement techniques. From this experience, we believe the success of any public engagement effort is through a balanced evaluation of project goals with the level of participation desired by municipal staff and officials, the general public, and specific local stakeholders. From this understanding, a public engagement plan and communication strategy can be developed with targeted engagement tools/techniques, mediums for information sharing and gathering, options for learning opportunities, and a plan for qualitative analysis of engagement input/feedback.

Fisher’s tailored public engagement approach has been successfully applied to numerous projects across New York State with measurable success from the number of meeting attendees and the amount and breadth of feedback received. Planning projects in which we have been involved include parks and recreation, zoning code planning and implementation, brownfield opportunity areas, transportation, and comprehensive planning.

Fisher’s planners have been the public engagement specialists for a parks and recreation project lead by the Community Foundation for Greater Buffalo (a project funded by the Ralph Wilson Foundation). Through discussions with the project lead, the City of Buffalo, and Buffalo Public Schools, a targeted engagement approach was implemented which focused on specific site users/stakeholders. Through research and conversations with Buffalo Public Schools and the City of Buffalo Division of Parks and Recreation, Fisher’s planners identified stakeholders for inclusion in a series of workshops and open houses. To increase the likelihood of stakeholder attendance, we used a broad range of meeting notifications including phone calls, emails, traditional mail, fax, and in-person visits with flyers. The high meeting turnout has led to schematic designs of 11 parks and recreational facilities that have been met with high approval and optimism from stakeholder groups.

Other successful traditional public engagement efforts led by Fisher has included the Bull’s Head Brownfield Opportunity Area (BOA) project in Rochester and the Ontario County Freight Corridor Development Plan in the Towns of Farmington, Manchester, and Phelps, New York. For the BOA project, a traditional workshop/charrette format was leveraged with on-the-ground outreach including door-to-door distribution of meeting flyers, attendance at local neighborhood meetings, and distribution of flyers to local businesses. This type of outreach, combined with press releases and social media posts, resulted in broad awareness of the project, high meeting attendance, and hundreds of written comments which were qualitatively analyzed.

While traditional workshops, charrettes, and open house meetings are appropriate for many planning projects, some projects require a non-traditional approach. These projects are often more targeted and specific than neighborhood-wide planning which often leads to poor meeting attendance. Fisher’s application of non-traditional public engagement techniques includes the Monroe Avenue Parking and Mobility Study in Rochester and the Buffalo Green Code and Region Central projects. For the Monroe
Avenue Study, Fisher’s Planners sought greater input on the inventory and analysis by hosting a project booth at local events. These events included the Spokes & Ink Fest and the Park Avenue Summer Festival. By combining traditional workshops and open house meetings with booths at local events, Fisher’s planners gathered significantly more input from a broader socioeconomic group. The analysis of this input provided firm guidance for project recommendations.

Fisher’s application of non-traditional public engagement included the Buffalo Green Code where engagement extended beyond the traditional realm of a planning project. During the implementation phase of the Green Code, many within City departments and the local professional design community were apprehensive of the transition from the old zoning code to the new form-based code. As the public engagement specialist, Fisher’s planners utilized their experience to develop a proactive implementation program. The program focused on training and learning opportunities, an informational brochure, and project applicant forms that streamlined the process. The learning and training programs we developed for City staff and local design professionals were tailored to the unique needs of each City department and the varying complexities of the local design community. These public engagement techniques alone or in combination, can be tailored and applied to the Town's projects on a small neighborhood level scale or in the context of larger projects that require a more comprehensive approach.

Five Similar Projects (Additional Details Provided in Attached Project Descriptions)
- City of Buffalo Parks and Buffalo Public Schools
- Buffalo Green Code
- City of Rochester Bull’s Head Brownfield Opportunity Area Revitalization Plan
- Ontario County Freight Corridor Study
- Troy Comprehensive Plan
GIS MAPPING AND ANALYSIS SUPPORT

Fisher understands that the Chemung County Planning Department and Elmira-Chemung Transportation Council is seeking professional services for GIS mapping and support related to their on-call technical support services. The GIS mapping and support task includes experience in hosting GIS data, developing workflows that allow for the collection of data from multiple sources into a single database, remote sensing analysis, and the production of maps.

Fisher’s GIS team of 6 have a wealth of experience with mapping, ArcGIS Server, UAV/Remote Sensing data collection and processing, field data collection applications, and data management. Our work with SUNY Upstate Medical involved digitizing the entire campus from various CAD files into an online map for the campus employees to use and update. We also created a customized web map application of a natural gas compressor station, used by the client to make various design decisions for subsequent phases of gas pipeline installations.

Our experience in database versioning includes employing our ArcGIS Server to receive and display various data collected in the field utilizing several mobile applications (including Field Maps and Survey123). To further streamline this workflow, we started using Integromat.

We also have 2, Part 107 FAA-registered UAV pilots on our team. Together, they have captured and processed Orthoimagery, Oblique pictures, LiDAR, and infrared data for our client’s needs. Our entire fleet of UAVs is insured and regularly maintained for safety and optimal performance, even in the toughest of weather conditions.

Similar Projects (Additional Details Provided in Attached Project Descriptions)
- Upstate Medical Campus - State University of New York
- Monroe County 2016 to 2019 GIS Term Agreement
SPECIALIZED PLANNING STUDIES

Fisher Associates’ Planning Group has been involved in a number of recent planning projects that range from smaller-scale corridor studies to larger-scale district or municipal-wide comprehensive plans in Upstate New York. Our focus over the last several years has been on creating specialized plans that are implementation-focused, emphasizing providing solutions to the immediate concerns of the community and other key stakeholders while recognizing context and the broader needs of the municipality. With a focus on results, our plans provide a roadmap for the municipality that helps facilitate funding opportunities for additional detailed studies and regulatory updates that ultimately lead to quality physical improvements. We believe this specialized experience can help meet the County’s immediate and long-term needs.

Fisher Associates’ planning team has been involved in a number of small- and large-scale corridor and district-wide planning projects over the last several years, from parking and mobility studies to freight corridor, downtown revitalization, public realm and infrastructure, and Local Waterfront Revitalization plans.

Fisher has or is working on a number of planning projects throughout Upstate New York having worked on a number of City of Buffalo planning projects including several Brownfield Opportunity Areas and the River Rock Connections projects. Our firm also worked on the Town of Bethlehem and City of Troy Comprehensive Plans. Fisher completed two parking and mobility studies for the Monroe Avenue commercial district in Rochester and the City of Troy’s downtown. The Monroe Avenue study involved several planning components, including an inventory and analysis of parking, mobility, land uses and zoning regulations, targeted and comprehensive public outreach that involved electronic surveys, meetings with the business association and community groups, and public engagement booths at a local festival. Detailed recommendations were formulated and are currently being implemented by the city that call for practical techniques to address parking challenges while enhancing the walkability of the commercial district. Similarly, the Bull’s Head Revitalization Plan in Rochester includes the West Main Street commercial district with recommendations and concepts for mixed-use infill development, ‘complete streets’ right-of-way improvements, and public realm open space amenities. In Downtown Troy, the city has already implemented several parking recommendations called for in our study that are benefitting existing businesses, visitors and residents.

Five Similar Projects (Additional Required Details Provided in Attached Project Descriptions)
- City of Buffalo Brownfield Opportunity Areas
- City of Buffalo River Rock Connections
- City of Rochester Bull’s Head Brownfield Opportunity Area Revitalization Plan
- Monroe Avenue Parking and Mobility
- City of Troy Comprehensive Plan
Following you will find project sheets for the above-referenced projects. The following matrix shows how many of Fisher Associates’ related projects encompass the required services as well as additional services that could further support this term agreement. There are no more than five per category as indicated on the previous pages.

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<th>Project Name</th>
<th>Client</th>
<th>Inventory &amp; Analysis</th>
<th>Community Planning</th>
<th>Urban Design</th>
<th>Grant Preparation &amp; Administration</th>
<th>Public Engagement</th>
<th>Development Regulations</th>
<th>Land Use Analysis &amp; Report Preparation</th>
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Brownfield Opportunity Areas

**Buffalo - Step 2 Nomination Studies & Step 3 Implementation Strategies**

**Project Responsibilities**
- Completing inventory and analysis of existing conditions
- Identifying brownfield, underutilized, and vacant sites
- Identifying transportation infrastructure needs and assets
- Identifying strategic sites to serve as catalysts for redevelopment
- Conducting preliminary master planning for strategic areas including preparation of concept plans for mobility improvements (street network, intersections, on- and off-street bicycle infrastructure, connectivity) and mixed-use infill development
  - Compiling a comprehensive brownfield database
  - Generating profiles for strategic sites

**South Buffalo**
The South Buffalo BOA is made of 2,000 acres of land located adjacent to the Buffalo River and immediately east of Lake Erie and New York State Route 5. Portions of the area were formerly home to Republic Steel and other heavy industries. The BOA Plan has guided revitalization in the area and has resulted in more than $1B in new investment at Riverbend (Tesla Plant) and Buffalo Lakeside Commerce Park. Former landfills are now being considered for renewable energy development and transportation infrastructure improvements identified in the BOA Plan are being implemented.

**Buffalo River Corridor**
The Buffalo River Corridor BOA is made up of 1,000 acres of land located southeast of downtown Buffalo, including property north of the Buffalo River. The area consists of approximately 40 brownfield properties including heavy industrial areas and surrounding mixed-use residential neighborhoods. Opportunities for the study area include improved riverfront access, recreational opportunities, celebrating the industrial heritage, strengthening the residential neighborhoods, and capitalizing on the study area’s proximity to major transportation networks to diversify business development and employment opportunities. Three key areas were identified as potential catalysts for revitalization and include the Ganson and Ohio Street Corridor, properties on Kelly Island, and the Elk Street Corridor. Prior planning efforts completed for these areas as well as outside of the BOA were reviewed and updated, as necessary, to develop compatible redevelopment scenarios.

**Tonawanda Street Corridor**
The Tonawanda Street Corridor BOA is characterized by underutilized industrial and former industrial brownfields stretching from Scjaquada Creek along the Beltline rail corridor to just south of the Tonawanda municipal boundary. The area is strategically located with access to major highways, bi-national railway access, Niagara River frontage and frontage along the Scjaquada Creek and Jesse Kregel trail system, which connects east towards Delaware Park. This BOA Plan is currently informing the work on the Region Central project and will help identify both the land use scenarios and framework and mobility recommendations for Scjaquada Corridor.

**Buffalo Harbor**
The Buffalo Harbor BOA consists of 1,000 acres of land running along the shoreline from LaSalle Park in the north to the city line in the south. Formerly an important location for heavy industry, the study area contains approximately 50 potential brownfield sites, many of which are adjacent to the lake. More than 120 acres of lakefront land has been artificially created with discarded industrial material, dramatically changing the city’s shoreline. Study area opportunities identified in the BOA Plan included connecting Niagara Street to Ralph Wilson Centennial (formerly LaSalle) Park over I-190 (being addressed through new planning and investments spearheaded by the Ralph Wilson Foundation and the Buffalo Urban Development Corporation) and reestablishing the street network at or near the former harbor to facilitate housing development (Norstar Phase 2 development).
With a focus on planning multi-modal improvements to help further leverage and connect the City of Buffalo’s unique urban and natural assets, the City has teamed with Fisher Associates for the River Rock Connections project in the Riverside and Black Rock Neighborhoods. These improvements are focused on pedestrian, bicycle, transit, and micro-mobility infrastructure that provide access within and to the waterfront, improved neighborhood connectivity, and a possible rail-to-trails opportunity. These improvements seek to overcome the gaps in connectivity that currently exist and inhibit the full potential of existing neighborhood assets. As the prime consultant on the project, Fisher is leading the feasibility effort, creation of the Connectivity Plan, and guiding a comprehensive community engagement effort that focuses on reaching the diverse residents of the Riverside and Black Rock neighborhoods.
Through the New York State Department of State's Brownfield Opportunity Area Program, Fisher Associates is working with the City of Rochester’s Office of Neighborhood and Economic Development in the development of a Revitalization Plan for the Bull's Head neighborhood. Over time, the neighborhood has declined and is now characterized by a disproportionately high percentage of vacant buildings and lots, properties with documented and suspected environmental concerns, low property values, and overall disinvestment. The project includes an extensive public engagement program, an inventory and analyses of existing conditions, an economic and market trends analysis to identify opportunities for investment, identification of strategic sites to prioritize investment opportunities, and preparation of infill development concepts. Project highlights to-date include the following:

**Public Engagement**
Public engagement has been a critical component of this project. Through thorough on-the-ground outreach, the community is actively engaged in the planning process. Both the Project Advisory Committee and members of the public are providing valuable insight to guide the future of their neighborhood, and an upcoming charrette will establish a neighborhood vision and goals that will shape the future redevelopment plan.

**Inventory and Analysis**
Working with several city, county, and regional departments and agencies, we completed an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties within the study area.

**Identification of Brownfield Sites**
At the heart of the future revitalization plan is the identification of brownfield properties which currently limit redevelopment potential. Fisher has reviewed numerous environmental reports and databases to identify these sites and is actively working with the City to lay the groundwork for future clean-up.
Fisher Associates was part of the project team that developed a series of planning documents to guide future developments for the City of Troy: Realize Troy Comprehensive Plan, Downtown Strategic Economic Development Plan, and the Local Waterfront Revitalization Plan (LWRP). The concurrent development of these three plans was designed to achieve several efficiencies and cost savings by consolidating overlapping efforts required for each initiative. The resulting products are complementing strategies that support the city’s vision as established in the Comprehensive Plan, enhance the economic vitality of downtown, and support the relevant local policies identified as part of the Local Waterfront Revitalization Program.

Fisher’s role in the project included inventory and analysis, assessment of transportation mobility conditions, natural resources and cultural assets, and the formulation of recommendations and strategies to improve mobility, address brownfield sites, and rehabilitate historic resources.
The Buffalo Green Code Planning Program was a multi-year effort to implement the City's comprehensive plan through the development of a land use plan and new city-wide zoning code. The new zoning code, titled Unified Development Ordinance (UDO), represented a key element of the Buffalo Green Code Planning Program resulting in the City's first comprehensive zoning rewrite since 1953. As a form- and place-based code, the UDO emphasizes walkable, mixed-use, and transit supportive neighborhoods.

Working with the prime consultant and City of Buffalo's Office of Strategic Planning, Fisher Associates supported various components of the planning program, including:

**Land Use Plan/UDO**
Fisher completed an evaluation of transportation infrastructure, development of the future land use policy framework, and a zoning technical analysis. These efforts formed the basis for the development of the UDO.

**Brownfield Opportunity Areas (BOA)**
Three Step 2 Brownfield Opportunity Area (BOA) Nomination Plans were completed: Buffalo Harbor, Buffalo River Corridor, and Tonawanda Street Corridor. The BOA Nomination Plans included inventory and analysis, environmental review, environmental site assessments, public participation, redevelopment concepts, and site profiles.

**Draft Generic Environmental Impact Statement (DGEIS)**
Fisher prepared a Draft Generic Environmental Impact Statement (DGEIS) that evaluated the potential impacts from the adoption of the Green Code Planning Program. The DGEIS included a build-out analysis and a transportation analysis. The build-out analysis determined the number of units and square footage the City could accommodate through implementation of the UDO. The transportation analysis included an evaluation of the impact from the build-out analysis on the transportation network. Fisher also completed a technical and geospatial zoning analyses to identify significant areas that may be impacted by up-zoning or down-zoning. This analysis helped to identify the areas where the proposed UDO was most likely to generate non-conforming uses.

The Buffalo Green Code was signed by Mayor Byron Brown and adopted by the Common Council in January 2017. After the successful adoption, Fisher was retained as the prime consultant for the implementation of the newly adopted UDO.
The Freight Corridor Development Plan is a regionally significant project geared towards creating shovel-ready sites for businesses along the Ontario County Railroad and Finger Lakes Railway corridors in the Town of Manchester and the Villages of Manchester, Shortsville and Clifton Springs. The Plan will establish regional precedent for redevelopment initiatives and planning activities that will contribute to broader economic development goals and quality of life.

Fisher Associates recognizes that this regional planning initiative marks a critical step towards capitalizing on the region’s assets to further economic development goals.

As part of this effort, the Fisher team was retained to provide project outreach and coordination among stakeholders, corridor inventory, corridor suitability analysis and business opportunity analysis, corridor development alternatives, implementation strategies and SEQR compliance. Based on a market analysis we completed specific to the local area, development scenarios were examined and illustrated to take advantage of local transportation assets and economic potential. The development scenarios sought ways to incorporate new access roads, parking, multi-use trails, industrial and commercial development, rail siding, solar arrays, and park space which would re-purpose a former railroad round house.

The objective of the Plan included an assessment of the rail capacity, infrastructure and land use regulations that would influence and guide the planning, design and engineering effort to create ‘shovel-ready’ development parcels. Not only has this plan received significant amount of support, it has become a blueprint for other rail communities to follow.
After decades of community dialogue, Fisher Associates with lead consultant Stantec and other strategic partners are working with the GBNRTC and the community to build consensus around a shared vision for the Scajaquada Corridor and a future-oriented mobility plan that strengthens our communities and creates a safer and more equitable and prosperous city and region. The Region Central project is a comprehensive, inclusive, and visionary effort to create a better future for all who live, work, play, and travel in the heart of the Buffalo Niagara region by reimagining mobility options within the Scajaquada Corridor. Fisher’s focus includes supporting efforts for land use planning/scenario building, mobility assessment and recommendations, and identification of parallel initiatives including community development, Scajaquada Creek access and cleanup, and Delaware Park improvements/projects.
The Community Foundation of Greater Buffalo, in collaboration with the City of Buffalo Division of Parks and Recreation and Buffalo Public Schools, identified eleven (11) facilities throughout the City that require improvements to meet the recreational needs of neighborhood residents and users within the greater Buffalo community. Fisher Associates’ planners served as the public engagement specialists with the role of identifying key site users and stakeholders, stakeholder outreach, and planning for a series of workshops and open houses across the City.

**Stakeholder Identification**

Based on the targeted nature of the project, stakeholder identification focused on specific site users at each City park and school facility. Identification of stakeholders included crowd-sourcing and screening of information from City permit records, Buffalo Public School records, proximity to schools and other institutions, and local knowledge. A stakeholder database was established which tracked each stakeholder, their contact information, level of involvement, and outreach points.

**Stakeholder Outreach**

Stakeholder outreach was targeted to specific site users identified during the stakeholder identification phase but also included the general public. Broad outreach methods and notifications were used including phone calls, emails, traditional mail, fax, and in-person visits with flyers.

**Workshops & Open Houses**

A series of three workshops and three open house meetings were held across the City. Meeting feedback was captured and summarized in a series of meeting summaries. The high meeting turnout and summary of feedback has led to schematic designs that have been met with high approval and optimism from stakeholder groups.
Fisher Associates’ team of planners and environmental specialists regularly provide State Environmental Quality Review Act (SEQRA) environmental impact assessment services to local school districts throughout Western and Central New York.

These projects have an expedited schedule and the SEQRA process is typically completed within two months.

Recently, SEQRA reviews have been conducted on behalf of the following school districts:

- Alden CSD
- Allegany-Limestone CSD
- Amherst CSD
- Batavia CSD
- Bolivar-Richmond CSD
- Cassadaga Valley CSD
- Cattaraugus-Little Valley CSD
- Cheektowaga CSD
- Clarence CSD
- Cleveland Hill CSD
- Colden Elementary
- Depew UFDS
- Eden CSD
- Ellicottville CSD
- Erie 1 BOCES
- Falconer CSD
- Franklinville CSD
- Fredonia CSD
- Frewsburg CSD
- Frontier CSD
- Gowanda CSD
- Grand Island CSD
- Hamburg CSD
- Hinsdale CSD
- Holland CSD
- Iroquois CSD
- Jamestown CSD
- Kenmore - Town of Tonawanda CSD
- Lackawanna CSD
- Lansing CSD
- Lewiston - Porter CSD
- Lockport CSD
- Maryvale CSD
- Newfane
- North Collins CSD
- Olean CSD
- Orchard Park CSD
- Panama CSD
- Pine Valley CSD
- Pioneer CSD
- Randolph CSD
- Ripley CSD
- Southwestern CSD
- Silver Creek CSD
- Springville CSD
- Springville-Griffith
- Sweet Home CSD
- West Seneca CSD
- West Valley CSD
As part of the Buffalo Green Code Implementation Program, Fisher Associates worked with the City of Buffalo’s Office of Strategic Planning to develop the City’s first Transportation Demand Management (TDM) Policy Guide. TDM refers to a set of strategies that are designed to increase overall transportation system efficiency by encouraging fewer single-occupancy vehicle trips while emphasizing other modes of travel.

The Policy Guide, adopted by the City Planning Board, establishes the methods and requirements to ensure a project’s compliance with the TDM performance standards identified in the Unified Development Ordinance (UDO), the City’s new form-based zoning code. The Policy Guide includes methods and requirements for estimating travel demand, choosing and applying TDM strategies, providing accommodations for travel demand, time-frames for implementation of TDM strategies, and guidance on reporting the progress of a project’s TDM Plan.

The development of the Policy Guide included the following:

**Precedent Research**
Several TDM plans and ordinances from around the U.S. were compared and evaluated. Several municipalities were contacted directly to learn about their experiences implementing TDM programs and strategies.

**Travel Demand Estimating**
Estimating travel demand combined methods from the Institute of Transportation Engineers, National Cooperative Highway Research Program, and Urban Land institute. Utilizing these multiple sources resulted in estimates that more accurately reflect the dense, mixed-use, transit-rich nature of the City.

**TDM Plan Requirements**
Working collaboratively with the City, the Policy Guide details TDM Plan requirements that standardizes the plan format while providing applicants the flexibility they need for implementation.

**TDM Strategies**
Through the precedent research, and in collaboration with the local Metropolitan Planning Organization (MPO), TDM strategies were developed with detailed requirements and the anticipated effect on travel demand.

The Buffalo TDM Policy Guide is the first in the nation to address transportation demand management without city-wide minimum parking requirements. This groundbreaking document provides a solid foundation for reducing automobile dependency while working toward a more sustainable future for the City.
Fisher Associates was part of a comprehensive and diverse team of planners, designers, architects, engineers, analysts, and legal experts to develop a form-based code for the Village of Port Chester, New York. As part of this effort, Fisher Associates, working with City Explained and Town Planning Urban Design Collaborative, prepared a Build-Out Analysis to enable the Village to estimate and describe the amount and location of future development that may occur from implementation of the new form-based code. The Build-Out Analysis projected the reasonable build-out of the Village’s core where most development is likely to occur over a 20-year period by considering existing site conditions, utility capacity, infrastructure, and development constraints. The analysis quantified the potential number of dwelling units and gross square feet of non-residential development that can be absorbed over the 20-year period.

Fisher Associates also prepared a Generic Environmental Impact Statement ("GEIS") for SEQRA compliance. The GEIS reviewed the potential impacts of the new form-based code by setting specific conditions or criteria under which future actions will be taken as development occurs. The review included an evaluation of existing conditions within the Study Area, the potential impacts of the Proposed Action, the mitigation that proposed to address such impacts, alternatives to the Proposed Action, and conditions and criteria under which future actions will be undertaken or approved. Fisher was responsible for assisting the Village with all facets of SEQRA compliance from EAF preparation and Public Scoping to preparation of the Draft and Final Environmental Impact Statement and Statement of Findings.

Through the carefully planned program that both informed and educated stakeholders, the successful implementation of the form-based code has set a positive tone for supporting future sustainable development throughout the Village of Port Chester. The Village is only the second community in New York State to adopt a municipal wide form-based code.
Fisher Associates was selected by The State University of New York to prepare a full boundary, and topographic survey and GIS base map of the entire Upstate Medical Campus located in Syracuse, New York.

This project involved the completion of boundary determination and then the subsequent topographic survey and mapping of 12 highly congested city blocks including full utility research and mapping. All improvements within the project area including but not limited to buildings, structures, pavement areas, landscaping, signage, above and below grade utilities were collected and mapped as part of this project. Sub-surface utility locations were further refined with the use of Ground Penetrating Radar and vacuumed excavation as required. This entire data set was compiled into final mapping and delivered in both AutoCAD and PDF software.

Fisher Associates then began the task of creating a full GIS database of the entire surveyed and mapped campus. These efforts combined the data from both the completed survey and information obtained from ongoing GIS locations to establish a full and up to date database of all the facilities contained on the campus.

Fisher Associates continues to work with the Medical Campus providing technical oversight and training to Campus staff on the use of GPS locations and data entry to maintain the integrity of the database. These efforts help support the operations of arborists and include tree species and vegetative health, new facilities and site upgrades, signage, and park facilities.

The integration of building Information modeling or BIM will likely be the next integration built into the system providing a live map of all of the facilities.
Fisher Associates provided professional Geographic Information System (GIS) term services for Monroe County projects and facilities on an as-needed basis. The assignments were both small and large in scale, and required varying levels of involvement on behalf of the selected Respondent, and often required a prompt turn-around of services. Assignments under this term contract varied, and included planning phase services as well as maintenance and support services for various County systems and data related to GIS for various County facilities/buildings, infrastructure and assets in accordance with applicable federal, state and local laws and best management practices.

Assignment #1
Fisher Associates created a tool to update the election district mapbooks with a dynamically changing table. This tool generates a PDF map for each Board of Elections District. For each Election District, the Legislative Districts are displayed alongside the roads. In addition, each road is indexed to a grid reference and the road index text box is displayed over the map.

Assignment #2
Fisher Associates created a tool that updates the layer source for selected MXDs within a specific directory and subdirectories. This tool allows the user to redirect broken links of feature classes within the specified MDs.

Assignment #3
Fisher Associates created a tool that generates a PDF map for each municipality in Monroe County. In addition, each road is indexed to a grid reference. Given the large variation in the number of streets per municipality, the tool was able to dynamically resize the output road index text box.

Assignment #4
Fisher Associates created a new coded basemap for Monroe County to use on all of their publicly-facing webmaps. This assignment involved updating all regions of interest as well as giving Monroe County’s webmaps a “fresh look.” In order to achieve this map makeover, all GIS personnel were tasked with designing their own new basemap and the best ideas from each were used in the various zoom levels of the final basemap, which can be viewed on their website.
Assignment #5
Fisher Associates created a tool to generate a PDF map for indexing any points of interest as they fall into any regions of interest. The tool was created to generalize the Board of Elections Tool and Town Map Tool such that any data could be used to reference any point of interest to a corresponding spatial reference grid.

Assignment #6
Fisher Associates created building footprints for Monroe County. These footprints were digitized from LIDAR images provided by the County.

Assignment #7
Fisher Associates created a tool to compile Monroe County’s Building CAD files into a format which allows the client to update their facility floorplan view. This tool also reports to the client which floorplans have spatially changed.

Assignment #8
Fisher Associates created a census dataset that was customized for Monroe County to be able to get a clearer view of its demography. This task included searching for data such as Age, Gender, Housing Value, and Employment. The data was then organized into tables that could then be joined to feature classes corresponding to the spatial component of each zipcode and census block. Finally, a metadata table was compiled so that each demographic dataset could be traced to its data source.

Assignment #9
Fisher Associates updated a portion of Monroe County’s sewer infrastructure. This task involved reviewing missing information from the County’s feature classes representing sewer mains and manholes, then updating that information based on the provided mile square as-built. Information such as pipe material, pipe diameter, and as-built number were updated.
3. RELEVANT EXPERIENCE AND EXPERTISE OF STAFF
Fisher Associates understands the need for cost-effective services. Our multi-disciplinary team, with key personnel in Buffalo, Rochester, and Ithaca, New York, will provide the necessary services to Chemung County, with other key disciplines in other support offices as needed for expertise and experience, leveraging technology to avoid unnecessary costs.

With 160 New York employees, representing many disciplines, Chemung County can expect a diverse group of knowledgeable experts with the capacity and ability to complete tasks and apply our Clientship principles to every assignment.
Emily M. Smith, P.E.
Project Manager

Emily Smith, P.E. has 19 years of experience in highway design, traffic engineering, structural engineering, transportation planning, environmental screening and construction management. She is experienced in managing and coordinating the scoping, planning, design, and construction phases of a variety of transportation project types including the rehabilitation and reconstruction of existing roadways and structures. In addition, she is knowledgeable in the technical and economic feasibility evaluation of alternative design configurations, contract document preparation, cost estimating and cost control.

Her thorough understanding of all aspects of a project, along with her expertise in the federal-aid process, makes her an exceptional Project Manager. Emily will be your primary point-of-contact, providing the day-to-day project coordination and oversight of the development of plans, details, estimates, and construction documents. She has worked on more than 55 federal aid and grant projects with a combined new and rehabilitated construction value exceeding $600 million. Emily’s strength in preparing contract documents and specifications is a direct result of managing projects during construction and understanding the execution of the specifications. Her thorough understanding of the NYSDOT specifications and the implementation of them during construction allows her to provide the most efficient and cost-effective design by specifying the most suitable materials to meet your needs. The following summarizes her key areas of expertise:

**Design Elements**
- Bridge rehabilitations and replacements.
- Roadway geometrics.
- Full depth pavement reclamation.
- Roadway rehabilitation and reconstruction.
- Bicycle/pedestrian accommodations – ADA compliance.
- Trails, sidewalks and streetscapes.

**Federal Aid Process**
- NEPA/SEQRA processing.
- ROW acquisition and procedures.
- Farmland impacts.
- Section 7 ESA processing.
- Section 106 processing.
- Public participation and outreach.

**Project Management**
- Oversees the effective use of personnel.
- Establishes all critical design elements.
- Coordinates closely with client and subconsultants to ensure seamless project delivery.
- Construction support.

**Relevant Project Experience**
Having served as Project Manager on numerous multi-disciplined projects involving structures, parks and trails, highway and traffic components as well as extensive environmental issues and agency coordination, Emily is well-suited to serve as a Project Manager providing oversight and guidance for all phases of your project. Relevant experience includes:
- South Lyons Street Bridge Replacement, City of Batavia, NY
- Bushnell’s Basin Canal Improvements, Town of Perinton, NY
- Access Improvements to Seneca Lake, City of Geneva, NY
- Penn Yan Bike-Ped Connections, Village of Penn Yan, NY
- Highland Park Canalway Trail, Town of Brighton and City of Rochester, NY
- Auburn Trail Connector, Town of Farmington, NY
- Cuba’s Landmark Connections to the Genesee Valley Greenway, Cuba, NY
With 39 years of diverse experience as a Landscape Architect and Planner, Don Naetzker, RLA has lived on many sides of the community development industry. He has been a consultant, owner, agency staff, and builder. In the early 1990s, while working for Monroe County, Don and TWMLA prepared the Regional Erie Canal Plan that identified Genese Valley Park as a centerpiece for hand-powered watercraft – and led to the establishment of the Genesee Waterways Center (GWC). Don was on the founding Board of Directors of GWC and acted as Interim Executive Director when negotiating an agreement to convert the park maintenance building into a boathouse. While with The Cavendish Partnership, Don oversaw the redevelopment of these facilities and the addition of the current docking. An amateur rower, paddler, and sailor, Don is passionate about this project.

As the Director of Planning, Don oversees our planners, Landscape Architects, civil engineers, and surveyors to ensure that professional standards of work are maintained and that ongoing communication with our clients is provided. The following summarizes his key activities:

**Project Performance & Quality**
- Implements standards and quality control procedures for reports, drawings, and other documents produced by company personnel
- Assists Managers with schedules, budgets, and scope and ensures that established procedures are being followed
- Oversees constructability reviews

**Relevant Project Experience**
Having served as Project Manager on numerous multi-disciplined projects involving parks, waterfronts, downtown revitalization, heritage components, as well as environmental issues and agency coordination, Don is well-suited to serve as a Principal-in-Charge providing oversight and guidance for all phases of your project. Relevant experience includes:
- Genese-Finger Lakes Regional Erie Canal Corridor Plan: Project Manager for Monroe County overseeing work of the consulting team (TWLA); sat on the inaugural NYS Canal Recreation ways Commission. *(Completion Date: 1991)*
- Genesee Waterways Center, Rochester, NY: Founding Board Member and Interim Executive Director; Principal-in-Charge for conversion of maintenance building into rowing and paddling center while with The Cavendish Partnership. *(Completion Date: 2000)*
- Corn Hill Landing, Rochester, NY: Landscape Architect working for Mark IV Construction and with Barkstrom LaCroix Architects. *(Completion Date: 1995)*
- Buffalo Skyway Corridor Plan, Buffalo, NY: Principal-in-Charge and planner for winning design competition. *(Completion Date: 2020)*
- The Lake House Resort Hotel, Canandaigua, NY: Project Manager and Lead Landscape Architect for the internationally renowned lakefront hotel project. *(Completion Date: 2020)*
- Innovation Square Tower Re-Imagining, Rochester, NY: Lead Landscape Architect for the reimagining of the former Xerox Tower block. *(Completion Date: 2022)*
• Inner Loop Highway to Boulevard, Rochester, NY: Planner assisting the City of Rochester with a ‘Land Disposition Strategy’ while with SWBR; then acted as Landscape Architect and Urban Designer on two winning development proposals. (Completion Date: 2019)

• Buffalo Parks Reinvestment Project, Buffalo, NY: Principal-in-Charge of schematic design for eleven urban parks in Buffalo, including one Olmsted designed park. (Completion Date: 2020)

• Rochester, NY LWRP: Project Manager for the LWRP Amendment while with the Cavendish Partnership; transitioned into an individual consulting role for the finalization and adoption. (Completion Date: 2017)
Frank Armento, AICP CEP is the Planning Group Manager at Fisher Associates and has been practicing planning consulting for more than 29 years. A certified planner with the American Institute of Certified Planners, his areas of specialization include land use planning and zoning compliance, transportation planning and mobility studies including transportation demand management, brownfield redevelopment, sustainability and natural resources planning, and cultural resources planning focused on urban design, historic preservation and adaptive reuse projects. Frank also has extensive experience conducting complex reviews pursuant to SEQRA and NEPA for small and large-scale institutional, commercial, and mixed-use projects throughout Upstate New York, and represents a range of clients on federal, state and local regulatory compliance matters, including providing assistance with zoning and site plan reviews.

**Project Experience**

**City of Rochester, Bull’s Head Brownfield Opportunity Area, Step 2 Revitalization Plan, Rochester, NY:** Frank is the Project Manager for the preparation of a Step 2 Nomination Study and Sub-area Urban Renewal Plan for the Bull’s Head area in the City of Rochester. The BOA study area consists of approximately 188 acres and is characterized by a disproportionately high percentage of vacant buildings and lots, documented and suspected environmental concerns for over 150 sites, low property values and overall disinvestment. Responsibilities include preparation of an Urban Renewal Plan for a portion of the BOA including new zoning regulations, inventory and analyses, land use planning including developing transportation and zoning recommendations and design concepts, neighborhood revitalization programming and outreach, site marketing and SEQRA compliance.

**Ontario County Freight Corridor Development Plan, Ontario County, NY:** Frank was the Project Manager for this project in which the objective was to assess the rail capacity, infrastructure and land use regulations that influenced and guided the planning, design and engineering effort to create ‘shovel-ready’ development parcels. This plan established regional precedent for industrial redevelopment initiatives and rail re-use planning activities that contributed to broader economic development goals and quality of life. The scope included project outreach and coordination among stakeholders, corridor inventory, corridor suitability analysis and rail enabled business opportunity analysis, corridor development alternatives, implementation strategies and SEQR compliance.

**City of Buffalo River Rock Connections, Buffalo, NY:** Frank is the Senior Planner for a planning study for the City of Buffalo focusing on multi-modal improvements to help leverage and connect the city’s unique urban and natural assets. The study is focusing on improvements in pedestrian, bicycle, transit, and micro-mobility infrastructure that provide access within and to the waterfront, improved neighborhood connectivity, and a possible rails-to-trails opportunity. The feasibility study includes creation of the Connectivity Plan, and guiding a comprehensive community engagement effort that focuses on reaching the diverse residents of Riverside and Black Rock neighborhoods.

**Greater Buffalo Niagara Regional Transportation Council Region Central, Buffalo, NY:** Frank is serving as Fisher Associates’ project manager working with the lead consultant Stantec, working with the GBNRTC and community to build a consensus around a shared vision for the Scajaquada Corridor and a future-oriented mobility plan that strengthens communities and creates a safer and more equitable and prosperous city and region. Fisher’s role includes supporting land use planning.
planning/scenario building, mobility assessment and recommendations, and identification of parallel initiatives, including community development, Scajaquada creek access and cleanup and Delaware Park improvements/projects.

City of Buffalo Office of Strategic Planning, Buffalo Green Code Implementation Program, Buffalo, NY: Frank was the Project Manager responsible for the Buffalo Green Code Implementation Program which included adoption and implementation of a new citywide, form-based zoning code (a/k/a the Unified Development Ordinance). His responsibilities included development and delivery of training sessions for departmental staff and board members regarding the applicability and use of the code, public workshop presentations to educate design professionals, public officials and the general public on the key elements of the code and its benefits, development of Green Code and Transportation Demand Management Guidebooks to assist users including design professionals and the general public with application and use of the new code, and development of new application forms to assist applicants and facilitate departmental and board processes and approvals.

City of Buffalo Office of Strategic Planning, Buffalo Harbor Brownfield Opportunity Area, Step 2 Nomination Study, Buffalo, NY: Frank was the Project Manager responsible for completion of Step 2 Nomination Study for 1,000 acres of land running along the shoreline from LaSalle Park in the north to the city line in the south. Formerly an important location for heavy industry, the study area contains approximately 50 potential brownfield sites, many of which are adjacent to Lake Erie. Responsibilities included public participation, preparation of environmental site assessments, zoning build-out analysis, land use planning including zoning recommendations, master planning, and SEQRA compliance.

City of Troy Comprehensive Plan, Local Waterfront Revitalization program and Downtown Economic Revitalization Strategy, Troy, NY: Frank is the Fisher Project Manager responsible for developing a Comprehensive Plan, and Local Waterfront Revitalization Program and Downtown Strategic Economic Development Strategy with the larger consultant team, to guide future development within the city of Troy. Responsibilities include inventory and analyses, preparation of mapping, formulation of recommendations regarding transportation mobility, natural resources, and historic resources, and community outreach. The consolidated planning program will result in complementing strategies that support the city’s vision, as established in the Comprehensive Plan, enhance the economic vitality of downtown, and support the relevant local policies identified as part of the Local Waterfront Revitalization Program.

Village of Port Chester Form-Based Code, Build-Out Analysis and SEQRA GEIS, Port Chester, NY: Frank was the Fisher Project Manager responsible for team support for new form-based code for the downtown area of the Village of Port Chester, a build-out analysis to demonstrate realistic build-out potential on vacant and underutilized sites within the downtown, and coordination and preparation of SEQRA documentation including a Generic Environmental Impact Statement.
Thomas Lucey, P.E.  
Director of Land Development

Thomas Lucey, P.E. has 32 years of experience leading and managing multi-discipline groups of engineers, architects, contractors and vendors on development projects around the country. Prior to joining Fisher, he was the Land Development Director for the Atwell Group, a Principal and Founder of Sunzera, a regional solar energy development firm based in NY, where he built and led teams of engineers and contractors for the development of private solar energy facilities. He also has been an owner of a successful engineering and architecture firm focused on land development projects with regional and national owners and developers. Further, he was a senior associate at a large multi-discipline/multi-office engineering company where he focused on private land development in the Midwest, Mid-Atlantic and Northeast regions.

Project Experience

Northtown Plaza – Phase 2, Amherst, NY: Provided project management and design overview and direction for this mixed use redevelopment project. Mr. Lucey led the design team in facing challenges related to designing, permitting and constructing the revitalization of the site. His experience with site layout, extensive existing utilities, limited stormwater options and multiple permitting agencies was vital in moving this project towards completion.

City of Rochester, Bull’s Head Brownfield Opportunity Area, Step 2 Revitalization Plan, Rochester, NY: Tom is the Principal for the preparation of a Step 2 Nomination Study and Sub-area urban Renewal Plan for the Bull’s Head area in the City of Rochester. The BOA study area consists of approximately 188 acres and is characterized by a disproportionately high percentage of vacant buildings and lots, documented and suspected environmental concerns for over 150 sites, low property values and overall disinvestment. Responsibilities include preparation of an Urban Renewal Plan for a portion of the BOA, inventory and analyses, land use planning including developing transportation and zoning recommendations and design concepts, neighborhood revitalization programming and outreach, site marketing and SEQRA compliance.

National Women’s Hall of Fame, Seneca Falls, NY: Provided the experience to transform Fisher’s work from design to construction for this redevelopment of a former Knitting Mill into an expansion of the Women’s Hall of Fame facilities. Mr. Lucey’s experience was important in addressing difficult development conditions of a former industrial site in to a publicly accessed location. He guided our team in being flexible to contend with the challenges that occur on a site that is being redeveloped for the first time in close to a century.

DePaul Rome Apartments, Rome, NY: Provided the management and experience to redevelop a former school into a 60-unit apartment building along the original Erie Canal. Challenges have included working with adjacent redevelopment projects including the regeneration of an area of the original Erie Canal, and improvements to the area infrastructure. Mr. Lucey and the land development team work extensively with the owner’s team to progress this project through difficult building conditions.

Northgate Plaza Redevelopment, Greece, NY: Provided the experience to guide this redevelopment of the historic Northgate Plaza, and phasing the project to remain open during the process. The site, grading, drainage and utility design required Mr. Lucey’s experience in keeping important facilities operational and accessible to the public throughout the construction process. Tom worked with the municipality to work with neighbors and local citizens to protect the neighborhood character.
Sarah Martin is an urban planner with a strong background in land use planning, historic preservation planning, and environmental science. A recent graduate, she has previous experience conducting thorough land use analysis of brownfield properties and historically significant sites. Her well-rounded capabilities include analyzing zoning and land use regulations to facilitate site redevelopment projects; mapping site layouts and environmental features; historic preservation planning and research; and leading public presentations to community stakeholders and developers. Sarah also has experience conducting environmental due diligence research and analysis for public and private sector projects, SEQRA and NEPA reviews, in-field wetland delineations, and permitting.

**Project Experience**

**Greater Buffalo-Niagara Regional Transportation Council's Region Central, Buffalo, NY:** As part of a project spearheaded by GBNRTC, Sarah is analyzing land use revitalization opportunities around the Scajaquada Expressway. The project area, called Region Central, includes the Scajaquada Expressway, Scajaquada Creek, Delaware Park, and several environmental and historic assets. Her responsibilities include land use documentation, historic map analysis, and investigation of relevant planning projects in the Region Central corridor to develop a framework for revitalization within the study area.

**River Rock Connections Project, Buffalo, NY:** Sarah is working with the inter-agency, collaborative group of organizations envisioning the future of the Black Rock and Riverside neighborhoods’ transit and waterfront connectivity. The project involves three parts: waterfront access, neighborhood connectivity, and rails-with-trails. Sarah is identifying current zoning and land use in the project area and analyzing the existing conditions to identify suitable locations for connectivity improvements.

**Franklinville Central School District Proposed Transportation Facility Project, Franklinville, NY:** As an Associate Planner with Fisher, Sarah is working to perform a site constraints analysis on a parcel of land owned by the Central School District in Franklinville, ahead of possible development on the site. Sarah’s responsibilities include desktop documentation of environmental and historically significant resources on the site, and existing land use regulations, in order to identify potential constraints in pursuing site development.

**Brownfield Redevelopment Planning, Steuben, Schuyler, and Chemung Counties, NY:** Brownfield Redevelopment Intern for the Southern Tier Central Regional Planning and Development Board, responsible for analyzing 20 brownfield properties to develop site profiles detailing potential contamination, zoning regulations, deed restrictions, and environmental and historic resources on and around the site. Duties included consolidating data from state agencies and creating maps visualizing potential environmental contamination sources in the vicinity of each property.

**Historic Preservation Planning, Buffalo, NY:** As a student researcher for the University at Buffalo Historic Preservation Planning Studio, Sarah played a key role in creating a proposal for redevelopment of Buffalo’s historic African American neighborhood into a cultural district. Sarah’s work included analyzing neighborhood development over the span of almost a century; documenting the past,
use change in the study neighborhood; developing mapping with ArcMap 10 to track historic resources; and presenting to community stakeholders and developers to generate interest in site redevelopment.

**Environmental Planning and Permitting, Binghamton, NY:** Conducted Phase I Environmental Site Assessments, SEQRA and NEPA reviews, and wetland delineations. Analyzed data sets from EDR Lightbox to identify potential RECs, including data from DEC reports, Sanborn mapping, and census data; assembling permit applications for site plan review by local municipalities and regulatory review by state agencies; and utilizing ArcMap 10 to create comprehensive maps detailing site layouts and environmental features.
Tim Faulkner, P.E. has 36 years of transportation experience, focused on traffic engineering and transportation planning. As a Transportation Project Manager, he has managed traffic studies, corridor studies, arterial improvements, pedestrian and bicycle safety studies, parking and circulation studies, transportation/land use studies infrastructure evaluations, long range transportation plans, trails and pedestrian studies.

Project Experience

City of Rochester, Bull’s Head Brownfield Opportunity Area, Step 2 Revitalization Plan, Rochester, NY: Tim is leading the traffic impact study for the Bull’s Head Sub-area Urban area and the BOA Study area in the City of Rochester. The BOA study area consists of approximately 188 acres and is characterized by a disproportionately high percentage of vacant buildings and lots, documented and suspected environmental concerns for over 150 sites, low property values and overall disinvestment. Fisher’s responsibilities include preparation of an Urban Renewal Plan for a portion of the BOA, inventory and analyses, land use planning including developing transportation and zoning recommendations and design concepts, neighborhood revitalization programming and outreach, site marketing and SEQRA compliance.

City of Buffalo Office of Strategic Planning, Buffalo Green Code Implementation Program, Buffalo, NY: Tim was part of the Fisher Team for the Buffalo Green Code Implementation Program which includes adoption and implementation of a new citywide, form-based zoning code (a/k/a the Unified Development Ordinance). His responsibilities included developing the methodology for Transportation Demand Management that was incorporated into the Policy Guide that Fisher Associates prepared for the City of Buffalo. This included the methodology for calculation of both travel and parking demand for use by applicants.

Pedestrian Safety Action Plan - Regions 1, 2, 7 & 9, NYSDOT: Fisher is a team member on this agreement and Tim is the Project Manager for the evaluation of existing pedestrian safety issues at over 250 controlled and uncontrolled locations throughout NYSDOT Region 7. The work includes field evaluations of each location, development of recommendations for signing, pavement markings, new pedestrian signals, enhanced pedestrian treatments, and development of design plans. Also included in this work is the development of on-line data collection forms for ease of submittal to NYSDOT.

Main Street Two-Way Conversion Study, City of Cortland, NY: Tim was the Project Manager for this study to determine the feasibility of converting Main Street between Clinton Avenue and Port Watson to two-way traffic to improve accessibility, commercial activity and walkability. Main Street and Central Avenue were converted to one-way traffic in the 1960s in order to reduce traffic congestion in the downtown core. Nationally, a two-way conversation trend has taken hold as more cities seek to slow speeds, improve walkability and bike-ability, revitalize downtown commerce and generally enhance local quality of life. Key considerations include impacts to traffic congestion, safety, parking, bicyclists, pedestrians, transit and service provision.
Elmira Road Overlay and Signal Replacement, City of Ithaca, NY: Tim was the Project Manager for this project which resurfaced the City of Ithaca's portion of Route 13, also known as Elmira Road and fully replaced two traffic signals in the corridor. This 1-mile segment of the state touring route, owned by the City of Ithaca, is a principal arterial on the National Highway System and traverses a highly commercialized corridor. The corridor also accommodates significant pedestrian and bicycle traffic. The two traffic signals scheduled for replacement are at the intersections of Commercial Avenue and at Spencer Road. Both signals were upgraded to meet current MUTCD requirements and to provide accessible pedestrian facilities.
William G. Anterline, III, P.E.
Engineer/ SWPPP Inspector

William G. Anterline, III has 11 years of field and office experience in various engineering and design practices on project sites in conjunction with local, state and federal regulatory agencies, as well as stormwater and construction/environmental inspections. Mr. Anterline supports the Planning Group with utility and site/civil analyses, site design and conceptual plan development.

Project Experience

City of Rochester, Bull’s Head Brownfield Opportunity Area, Step 2 Revitalization Plan, Rochester, NY: Bill is the Engineer responsible for preparation of planimetric concept drawings for the Bull’s Head Urban Renewal Area. Bill’s role includes site design of parcels and roadways to repurpose the neighborhood. The BOA study area consists of approximately 188 acres and is characterized by a disproportionately high percentage of vacant buildings and lots, documented and suspected environmental concerns for over 150 sites, low property values and overall disinvestment. Fisher’s responsibilities include preparation of an Urban Renewal Plan for a portion of the BOA, inventory and analyses, land use planning including developing transportation and zoning recommendations and design concepts, neighborhood revitalization programming and outreach, site marketing and SEQRA compliance.

Monroe Avenue Parking and Mobility Study, Rochester, NY: Bill was the Junior Engineer that worked with the City of Rochester Department of Neighborhood and Business Development. Fisher Associates examined parking and mobility assets along the dynamic and eclectic Monroe Avenue corridor. The goal of the study was to provide a comprehensive assessment of existing parking and mobility assets in order to develop recommendations that expanded transportation choice, increased parking availability, and improved the pedestrian realm.

UB – North Campus Restoration of Site & Underground Utilities Phase II, Buffalo, NY: Fisher Associates provided non-invasive survey services as well as concept engineering services for the University at Buffalo North Campus. The project involved determining the location and operating status of underground utilities and site deficiencies via survey and non-destructive testing. An analysis of this data spurred recommendations for improvements to be included in the University at Buffalo North Campus’ 10 Year Plan. Mr. Anterline was involved in the creation and editing of both the Verification Phase and Concept Design Phase Reports.

ECMC Behavioral Health Renovation, Buffalo, NY: The Behavioral Health Department at Erie County Medical Center in Buffalo, NY has undergone major renovations. These renovations consist of all new floor plans, and facilities. The department is made up of 2 ½ floors of the main building on campus, plus the addition of a 2 story building connected to the main building. Mr. Anterline was hired by the General Contractor to be an on-site Construction Scheduler. His duties included organizing and enforcing punch lists for designated zones of the project, being a liaison between the General Contractor superintendents and the Sub-Contractor foremen, assisting the General Contractor with organizational tasks, and providing daily/weekly reports to the General Contractor superintendents/Fisher Associates Project Manager respectively.
William Trask
GIS Analyst

Bill Trask is a GIS Analyst / Data Manager and the Project Manager of the 2016-2019 Monroe County GIS Term Agreement. Bill is responsible for overseeing the development of various geoprocessing tools to be used by Monroe County. These tools allowed the Monroe County GIS department to automate the generation of town maps, re-source files to new data, and update the cached basemap they use on their GIS web map. He is a former Adjunct Professor of GIS at University at Buffalo and is familiar with a broad range of geospatial tools available. He has also become proficient in locating features using a variety of GPS devices. His proficiency in programming languages such as Python, Visual Basic, SQL, Javascript, HTML, Java, and XML compliment this knowledge with a productivity that consistently ensures a cost-effective, quality product for our clients.

Project Experience

Industrial Site Tracing Tool, Monroe County, NY: Fisher Associates created a tool that traces downstream pollution and calculates travel time through a storm sewer network, from a pollution source to its destination. This tool enables the user to estimate pollution travel time among the County industrial sites, across their storm sewer network. To devise a reliable mathematical model for this tool, Fisher Associates utilized the expertise of one of their own civil engineers. With their help, Manning’s formula was programmed into a script that was able to pull data from the existing storm sewer GIS database and calculate the desired travel times. William was the Project Manager on this project.

2016-2019 GIS Term Agreement, Monroe County, NY: Fisher Associates is providing professional Geographic Information System (GIS) term services for Monroe County projects and facilities on an as-needed basis. The assignments are both small and large in scale and often require a prompt turn-around of services. Assignments under this term contract vary and include planning phase services as well as maintenance and support services for various County systems and data related to GIS for various County facilities/buildings, infrastructure and assets in accordance with applicable federal, state and local laws and best management practices. Bill is the Project Manager of this Term Agreement and all assignments covered under it including:
- Board of Elections Tool
- MXD Redirect Tool
- Town Map Tool
- Cached base Map
- Dynamic Street Index
- Building Footprint Digitalization
- FAM Model Rebuild
- County Census Data
- Sewer Data Update

Upstate Medical Campus – State University of New York Boundary and Topographic Survey and GIS Base Mapping and Consulting, Syracuse, NY: Fisher Associates prepared a complete topographic and planimetric survey of the downtown campus facilities in late 2010. This survey had been used for multiple improvement projects in the past several years. When the survey was prepared, Fisher separated the data into individual layers. For this project, Fisher used these layers to create shape files and export the ARC GIS to provide a comprehensive inventory of the campus infrastructure: buildings, surface features, and subsurface utilities. William was the Project Manager on this project.

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Education
- M.A., Geographic Information Systems, 2011 University at Buffalo
- B.A., Geography, 2007 University at Buffalo

Years of Experience
15

Certifications
OSHA 10 hour

Affiliations
- Western New York GIS User Group
- New York State GIS Association

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www.fisherassoc.com
Ms. Malloy is Fisher Associates’ lead GIS Analyst with more than 10 years experience providing GIS services to municipalities, counties and private sector clients throughout New York State and the Northeast. Alex supports the Planning Group with projects involving comprehensive and area-wide planning, corridor studies and environmental reviews by providing research support, data collection and management and preparation of map products.

**Project Experience**

**Ontario County Freight Corridor Development Plan – Area 1, Ontario County, NY:** Alex was the GIS Analyst Technician for this project in Ontario County. Alex assisted the Planning Team with the Inventory and Analysis, data collection and mapping efforts that resulted in the Ontario County Freight Corridor Development Plan. Fisher’s broader scope for this project included project outreach and coordination among stakeholders, corridor inventory, corridor suitability analysis and rail enabled business opportunity analysis, corridor development alternatives, implementation strategies and SEQR compliance.

**Seneca County Industrial Development Agency Term Agreement, Seneca County, NY:** Alex was the GIS Analyst for this project to prepare a feasibility study and cost analysis for extending water and sewer service to an unused bunker within the former Seneca Army Depot. Alex’s role included data collection and mapping to support the analysis. The potential re-use of the site was to provide a location for the County’s back-up E-911 center, currently located in a portion of the courthouse that is being renovated. Our study determined that it was feasible to provide utility service to the bunker as well as providing future service to adjacent areas.

**Erie County Department of Environment and Planning, Buffalo, NY:** Alex was responsible for mapping to support the Western New York Stormwater Coalition for compliance within the municipal separate storm water sewer system (MS4) for storm water discharges from construction activities. The two-county wide project required field and office work to gather and analyze GIS data for multiple project corridors, using municipal data sets, utility data sets and county Spatial Database Engine (SDE).

**Erie County Department of Health, Buffalo, NY:** Alex was the Public Health Consultant responsible for surveying using GPS and sampling outfalls into nine creeks for E.Coli bacteria and turbidity. She installed and monitored seventeen Davis Vantage Pro2 weather stations and surveyed and sampled six beaches and two camps to prepare a better closing plan. Ms. Malloy used ArcGIS mapping to display new outfalls discovered and to exhibit land use to show potential contamination sites.
Matthew Adam is a Senior GIS Technician/UAV Operator at Fisher. Matt's primary responsibility is mapping and cartographic products, focusing primarily in environmental and engineering design. Matt creates the backend management for survey inspections, ARC GIS online mapping for internal field staff including Survey 123.

Matt is proficient in programming languages such as Python, Visual Basic, JavaScript and Arcade. He works to complement this knowledge with productivity that consistently ensures a cost-effective, quality product for our clients. Matthew is a UAS Operator and has his part 107 license to operate small, unmanned vehicles commercially.

**Project Experience**

**Industrial Site Tracing Tool, Monroe County:** Fisher Associates created a tool that traces downstream pollution and calculates travel time through a storm sewer network, from a pollution source to its destination. This tool enables the user to estimate pollution travel time among the County industrial sites, across their storm sewer network. In order to devise a reliable mathematical model for this tool, Fisher Associates utilized the expertise of one of their own civil engineers. With their help, Manning's formula was programmed into a script that was able to pull data from the existing storm sewer GIS database and calculate the desired travel times. Matt was the Senior GIS Technician.

**Board of Elections Tool, Monroe County, NY:** Fisher Associates created a tool to update the election district mapbooks with a dynamically changing table. This tool generates a PDF map for each Board of Elections District. For each Election District, the Legislative Districts are displayed alongside the roads. In addition, each road is indexed to a grid reference and the road index text box is displayed over the map. Matthew was a Senior GIS Technician on this project.

**Cached Base Map, Monroe County, NY:** Fisher Associates provided professional Geographic Information System (GIS) term services for Monroe County projects and facilities on an as-needed basis. The assignments were both small and large in scale, and required varying levels of involvement on behalf of the selected Respondent, and often required a prompt turn-around of services. Assignments under this term contract varied and included planning phase services as well as maintenance and support services for various County systems and data related to GIS for various County facilities/buildings, infrastructure and assets in accordance with applicable federal, state and local laws and best management practices. Matt was the Senior GIS Technician on the project.

**CAD to GIS Building Tool, Monroe County, NY:** Matthew was the Senior GIS Technician on this project. He was provided a source GIS model and data that Monroe County was trying to use as part of a larger system that maintains layouts of all their municipal buildings, floors, and rooms for a Work Order program. The model was nonfunctional when we first received it so he broke it down to understand the County’s goals, and using Python fixed and optimized the process.
Nicole Lake, WPIT
Environmental Project Manager and Environmental Specialist

Nicole Lake, WPIT, is an established Environmental Specialist with proven leadership in the environmental field. Nicole has worked on a diversity of projects including military development, invasive species controls, habitat assessments, wetland and watercourse delineation/mitigation/restoration, environmental assessments, critical issue analysis, and consultations and environmental permitting with both state and federal agencies. Nicole has proven her ability to be a respected team leader and valuable member in the office and in the field.

Project Experience

Cattaraugus Department of Public Works, County Route 30 Mitigation Project, Cattaraugus County, NY: Fisher worked closely with the Cattaraugus Department of Public Works in designing and constructing multiple wetland mitigation areas, a stream restoration and three stream enhancement projects. Nicole was pivotal in monitoring each of the sites and conducting field surveys to determine the success of the project. She submitted yearly mitigation monitoring reports to federal and state agencies in accordance with the permits. Nicole worked closely and discussed the project with multiple officials for sign-offs and permit closers.

West Seneca Central School District, Capital Improvements Project, Erie County, NY: Nicole worked closely with the District, lawyers, and agency officials on permitting for capital improvements to the main driveway, pedestrian walkway and stormwater drainage. Nicole conducted the environmental screenings for historical and archaeological sign-offs, T&E species. She conducted the wetland and watercourse delineation, and also drafted and submitted the Joint Permit to the USACE. She also conducted a Phase I & Limited Phase II site investigation and wrote multiple environmental screening reports.

PennDOT, S.R. 1016 and S.R. 4022 Bridge Replacement Projects, Washington County, PA: Fisher worked closely with the Pennsylvania Department of Transportation for 2 bridge replacements along state route roads. Nicole conducted wetland/stream delineations and coordinated teams on hazardous material surveys. She coordinated approval and received no effect sign-off letters by federal and state agencies for T&E species and historic and archaeological resources. She also assisted in the write-up and submittal of the permitting process as well as address agency comments and concerns.

City of Ogdensburg, Maple City Rail Trail, St. Lawrence County, NY: Fisher worked closely with City officials to review an abandoned railroad bed and bridge for the design, permitting and construction of a multi-use trail. Nicole was pivotal in coordinating the wetland and watercourse delineations, and tree surveys. She helped to obtain T&E species clearances through coordinating federal review, and bat and mussel surveys. She also assisted in submitting a Joint Permit Application to the USACE.

Transmission Line Projects, Various Locations throughout NY: Nicole has helped conduct environmental screenings for multiple transmission right-of-way corridors throughout NY. These screenings included review of publicly available wetland/stream data, floodplain data, hazardous site lookups, town, county and federal regulations and zoning reviews, cultural resource reviews, and T&E species reviews. She has also conducted multiple field surveys for wetland delineations, invasive species, and T&E species along the ROWs, as well as collect data for cultural resource submittals. Nicole has authored many SEQR EAF forms and statements, permit matrices, critical issue analysis and Joint Applications to USACE and NYSDEC depending on the need of the specific right-of-way.
Kimberly Michaels, RLA, LEED AP
Landscape Architect

Kimberly leads the design and management on a diverse set of project types. Her passion is to develop spaces that are sustainable, integrated into the natural world and mindful of the human-environment relationship. Kim’s experience includes higher education, healthcare, learning landscapes, playgrounds, private and public gardens, master planning and detailed site design with an emphasis on sustainability and green design practices. She was the lead designer and project manager for the firm’s initial green roof projects, porous pavement installations and LEED certified projects. Her work has been selected as a featured site by the Sustainable Sites Initiative, published in the Journal of Green Building and featured in Early Childhood Outdoors: Creating and Restoring Places for Healthy Child Development by Robin Moore.

Project Experience

City of Rochester Midtown Commons Urban Design, Rochester, NY: Trowbridge Wolf Michaels Landscape Architects (TWMLA) was integral to the design team selected to provide detailed site planning, design and construction documentation for the City of Rochester’s 8.5 acre Midtown Plaza Redevelopment Project. As Principal-in-Charge, Kim focused on establishing flexible, functional, and pedestrian-friendly streets and public spaces. The project incorporates sustainable landscape design practices, such as porous pavements, structural soil, rain gardens and a green roof. A performance space, café, and tree grove anchor the public space and facilitate programmed activities.

City of Buffalo, Buffalo Master Plan and Design Guidelines, Buffalo, NY: Kim was Principal-in-Charge of landscape design services for the Downtown Buffalo Infrastructure and Public Realm Master Plan. This important initiative for the City of Buffalo provides vision, objectives and decision making criteria to guide public realm decision making over the next 5 to 10 years. The plan details how best to improve the quality of life and well-being within the downtown, while catalyzing continued private sector investment aimed at enhancing the overall prosperity and vitality of downtown Buffalo as a great place to live, work and conduct business.

New York State OPRHP Buffalo Harbor State Master Plan and Destination Playground, Buffalo, NY: Kim served as Principal-in-Charge of design for the master plan and first phase implementation including a destination playground, picnic pavilions, multi-use green space and event gathering plaza. The vision was to create a high-profile regional attraction capable of hosting multiple programs. The playground design was developed around a nautical theme inspired by the waterfront location. TWMLA selected the primary 5-12 play structure for its ship-like shape, and designed the play surfacing around an aquatic theme.

Collegetown Terrace, Ithaca, NY: Kim was the Principal-in-Charge of Planning for the Collegetown Terrace Residential Neighborhood in Ithaca, New York. Collegetown Terrace includes a mix of existing historic buildings that have been rehabilitated and adapted for use as apartments, new apartment buildings at a range of scales, a fine dining restaurant, café, and health club. The pedestrian experience has been developed with great care to be engaging and encourage a lively public realm. Unique site features include an amphitheater, fountain and plaza spaces. In addition to leading the overall planning effort, the firm provided detailed design, construction documents, and construction oversight for several phases of the project. The final phase is currently under construction.
Cayuga Green Mixed-Use Development & Creek Walk Promenade, Ithaca, NY:
Cayuga Green is a mixed-use development project in the center of the City of
Ithaca, combining housing, retail space, professional offices, the public library, a
transit center, and two municipal parking garages. Creek Walk is a promenade that
links the new facilities and several new urban plazas to the street network as well
as other trails in the city. Kim led the preparation of the overall redevelopment plan
and developed detailed design and construction documents for the site work for all
three phases of implementation.

Montessori School of Ithaca, EAC Montessori School Playspace, Ithaca, NY: As
Principal-in-Charge, Kim oversaw the development of design plans and
construction documents for the outdoor play space at EAC Montessori School.
Included in the program are an open playing field, native meadow, wetland/pond,
labyrinth, sledding slopes, mathematical pavilion pad, and track. In addition to
design development and technical drawings, TWMLA was responsible for obtaining
site plan review, leading the bid process, and construction administration.

SUNY Cortland School of Education & Integrated Child Care Center, Cortland, NY:
As Principal-in-Charge, Kim lead site programming, detailed site design,
construction documentation, and construction administration. This premier facility
consolidates various programs in the education department from multiple campus
locations, incorporates a state-of-the-art daycare center, and provides training and
research opportunities to students enrolled in the education department. The
project includes a complex outdoor play space specifically geared to the
developmental needs of infants, toddlers and pre-K children, including many
elements that encourage environmental awareness and enhance a child’s
relationship to nature.
Kathryn Wolf, RLA, ASLA
Principal

Kathryn has been practicing Landscape Architecture for 38 years with an emphasis in public work. Kathryn brings a hands-on approach to project leadership, personally engaging with clients and stakeholders to achieve meaningful results. Her collaborative approach embraces both ecological and cultural systems to evolve creative solutions that reflect owner and user values. Her work encompasses a range of scales and project types from corridor planning on the Erie Canal, to brownfield sites, historic rehabilitation, and site-specific park development. Kathryn is skilled at facilitating complex client groups and managing the municipal approvals process. Her work has been published in Landscape Architecture Magazine.

Project Experience

**New York State Office of Parks, Recreation, and Historic Preservation, Letchworth State Park Nature Center, Castille, NY**: Kathryn was Principal-in-Charge of Landscape Architecture for a new Nature Center in Letchworth State Park. The site design focuses on sustainability and the creation of learning opportunities for visitors related to the landscape. Elements of the site design include trails and interpretive signage, a butterfly and pollinator garden, a rain garden and an outdoor classroom composed of a stone amphitheater. Site harvested trees and stone are repurposed and integrated into the design.

**New York State Office of Parks, Recreation, and Historic Preservation, Niagara Gorge Interpretive Signage, Niagara Falls, NY**: As Principal-in-Charge for the development of a series of interpretive signs to be located at strategic sites along the Niagara Gorge Corridor, Kathryn’s responsibilities included the identification of potential themes, content and story development, graphic design, preparation of mock-ups for client review, final design, and bid documents. In addition, she explored alternative mounting strategies as well as materials and finishes.

**New York State Office of Parks, Recreation, and Historic Preservation, Upper Niagara River Strategic Recreation, Niagara Falls, NY** As Principal-in-Charge, Kathryn led the development of a strategic recreation plan to activate the river corridor above Niagara Falls. The project included site inventory and analysis, development of conceptual designs to engage visitors at the water’s edge, and managing an iterative process with multiple stakeholders and authorities having jurisdiction. River corridor improvements such as landscape treatments, comfort facilities, and interpretive opportunities reflected both a corridor-wide and site-specific approach to build upon existing corridor resources.

**NYS DOT, Buffalo Outer Harbor Parkway and Waterfront Trail and Nodes, Buffalo, NY**: Kathryn served as Principal-in-Charge for Landscape Architecture for a master plan and detailed design and construction documentation for improvements to convert Fuhrmann Boulevard from a separated access road to a landscaped boulevard and trail system. Provided design for a series of linked parks and destinations including interpretive signage to transform the once-forgotten waterfront into an exciting place to experience the historic legacy of Buffalo’s industrial past.

**Buffalo Outer Harbor Master Plan and First Phase Implementation, Buffalo, NY**: Kathryn was Principal-in-Charge for the transformation of a 200-acre brownfield site into a new waterfront destination for recreation and public access site. The project expanded the multi-use trail network on the Outer Harbor by creating new links to serve the growing numbers of visitors. Development of comprehensive...
signage addressed the multi-modal visitor experience and created a unified aesthetic for wayfinding. Ecological restoration focused on the development of pollinator habitat, meadow and grasslands for birds, and rain gardens.

**City of Syracuse, Onondaga Creek Waterfront Revitalization Strategy, Syracuse, NY:** Kathryn served as Principal-in-Charge for development of waterfront revitalization strategy to highlight this natural asset within the City of Syracuse. Coordinated the development of conceptual designs through the execution of construction documents for a specific lakefront site design that grew out of the revitalization strategy. The site design for the “Lake Lounge” acknowledges the evolving ecology of the site with an emphasis on placemaking.

**City of Syracuse, Kirk Park, Syracuse, NY:** As Principal-in-Charge for development of waterfront revitalization strategy to highlight this natural asset within the City of Syracuse, Kathryn coordinated the development of conceptual designs through the execution of construction documents for an urban creek-side overlook and outdoor classroom. TWMLA also designed interpretive features and signage that encourage visitor discovery and highlight the ecology of the Onondaga Creek watershed within this urban neighborhood. Viewshed management in concert with the site design invites visitors to not only experience, but also to learn, about nature.

**NYSDOT Canal Gateway District, Syracuse, NY:** Kathryn serves as Principal-in-Charge for the urban design efforts in support of the I-81 Viaduct Project. Under the Community Grid Alternative, a new vision was developed for a new public open space at the historic confluence of the Erie and Oswego Canals in the heart of the downtown area. A series of enriched public corridors are envisioned to recreate an historic section of the city grid and create a series of new redevelopment parcels. Envisioned as the public open space component of a multi-phased urban neighborhood, the Canal Gateway District includes an ensemble of lively public plazas that will work to reinvigorate the edge of a vibrant mixed-use neighborhood.

**NYSTA Tappan Zee Bridge Shared Use Path & Connectivity, Tarrytown and South Nyack, NY:** Kathryn was the Principal-in-Charge of Landscape Architecture for concept designs for the shared use path (SUP) to be constructed as part of the new Tappan Zee Bridge over the Hudson River, and for a Connectivity Study to link the SUP to surrounding communities and trail systems at either end of the bridge. Responsibilities included concept designs for overlooks on the bridge, extensive investigation of fencing and railing options; concept designs for visitor services required at “landings” at either end of the SUP; and strategies for linking the SUP from the bridge down the steep slope of the Hudson River to regional attractions and trail systems.
Jonathan is a registered landscape architect with more than 21 years of experience managing and collaborating with multidisciplinary teams to provide design services for municipal, commercial, and institutional clients. He has worked from conceptual design through construction observation on many successful urban design projects, with a focus on designing and implementing streetscapes, urban parks, and plazas.

**Project Experience**

**NYSDOT I-81 Viaduct Project, Syracuse, NY:** Jonathan is the Project Manager for the I-81 Viaduct Project in Syracuse, NY. The viaduct is currently at the end of its useful life and Jonathan is leading the effort to explore alternative concepts, alignments and urban design strategies for the I-81 Corridor. Strategies include re-establishing the historic street grid, optimizing the creation of redevelopment parcels, and configuring and re-imagining the public realm so as to result in a revitalized city center. Incorporation of Complete Streets and best practices for sustainability are central to the effort.

**City of Rochester, Inner Loop North Transformation Project, Rochester, NY:** As Project Manager for Landscape Architecture, Jonathan's role is to prepare design concepts for urban design to transform the divisive Inner Loop North in Downtown Rochester. Design tasks include preparing alternative concept designs exploring pedestrian and bicycle connectivity improvements, smart-growth redevelopment and greenspace opportunities, and sustainability enhancements to create a socially vibrant urban corridor. An emphasis on racial equity and environmental justice is a core component of the project outreach. Responsibilities include design, graphic production, and participation in numerous public meetings.

**Buffalo Outer Harbor Civic Improvements Project, Buffalo, NY:** Jonathan served as Project Landscape Architect for a series of projects on Buffalo’s Outer Harbor. Projects included: the transformation of a 30-acre partial brownfield site into a new recreational bike park, event destination, and ecological restoration; the creation of a comprehensive Capital Plan for approximately 200 acres, coordinating with a large consultant team and incorporating public and stakeholder input; and ongoing improvements along the Lake Erie waterfront.

**City of Rochester State Street Reconstruction Project, Rochester, NY:** Project Manager for Landscape Architecture for the redesign and reconstruction of streetscapes along Downtown Rochester’s State Street. The principal streetscape design features emphasize a district identity by drawing inspiration for street tree planters, pavement design, seating, and street lighting from the surrounding eclectic streets. Improvements to the pedestrian realm are paired with bicycle infrastructure and transit upgrades to support the city’s multimodal objectives. Client: City of Rochester

**Ithaca Neighborhood Housing Services, Hancock Street Mixed-Use Development, Ithaca, NY:** Jonathan is Lead Designer for the redevelopment of 210 Hancock Street, which includes expanding affordable and accessible housing options in downtown Ithaca in a manner sensitive to the local neighborhood context. The project is redeveloping a vacant property into a sustainable mixed-use development with greatly improved green space and access to community resources, existing transit lines, schools and downtown employment opportunities. The interior of the site is envisioned as an internal street, while the frontage along Cascadilla Creek will be re-established as a public pedestrian greenway linking Conley Park and a new
playground to the neighborhood.

**City of Rochester High Falls Pedestrian Access Improvements, Rochester, NY:**
Jonathan was Project Manager for the Feasibility Study for Public Access Improvements to the High Falls District. With the goal of revitalizing the District, the City, in coordination with the GardenAerial project, undertook a feasibility study to identify potential public access improvements, including a new pedestrian bridge over the High Falls, and pedestrian connections to Downtown Rochester and other parts of the city through river-edge trails and street level connections. Jonathan developed concepts for public access into the gorge and potential strategies for the re-use of the decommissioned BeeBee Station power plant.

**NYSTA Tappan Zee Bridge Shared Use Path, Nyack-Tarrytown, NY:** As Project Designer for the shared use path (SUP) and landings to be constructed as part of the new Tappan Zee Bridge over the Hudson River, Jonathan focused on detailing of shade structures and seating. Imaginative concepts were developed to give each of six scenic overlooks along the path a unique identity. Client: New York State Thruway Authority
James is a licensed Landscape Architect and a LEED Accredited Professional who strives to incorporate sustainable design seamlessly into all projects. With over fifteen years of experience, he has managed many successful park, waterfront, urban design, and campus planning and detailed site design projects. He continually creates exemplary projects which enhance the quality of the environment and generate remarkable experiences.

**Project Experience**

**City of Seneca Falls DRI, Seneca Falls, NY:** James served as Project Manager for Landscape Architecture for developing and verifying the Fall Street Enhancement and North Canalside Enhancement projects as part of the 2019 Downtown Revitalization Initiative. Strategies explored included street modifications to expand pedestrian space, create enhanced streetscape nodes with welcoming public seating and planting, making crosswalk safety improvements, identifying locations for public art, adding bicycle infrastructure, and increasing street tree coverage downtown. He is currently working with Seneca Falls to develop a site design in the North Canalside area for a new heritage sculpture commemorating the 100th anniversary of the 19th Amendment.

**Midtown Commons, Rochester, NY:** As Project Landscape Architect, James was responsible for detailed design through construction documents to create an urban design plan, construct new city streets, and establish a central greenspace to transform a multi-block district of the city. The project focused on establishing flexible, functional, and pedestrian-friendly streets and public spaces. Sustainable landscape design practices, such as porous pavements, structural soil, rain gardens and a green roof were incorporated. Intimate city streets, performance space, café, and tree grove anchor the public space and facilitate programmed activities.

**Jackson Square, Batavia, NY:** James is the Project Manager for Landscape Architecture for the design of a public space in Downtown Batavia. Jackson Square will contribute to the activation of a key of Downtown Batavia location with a new park to serve as a catalytic piece for the revitalization of the community. The project will transform an alley into Jackson Square, to host the city’s summer concert series, including pavement upgrades, lighting and furnishings, as well as improvements to make day to day use of the site more inviting and comfortable for the public. The development of Jackson Square was identified as a priority project through the Batavia DRI, where James also served as the consultant team’s Project Manager for Landscape Architecture in 2017.

**Niagara Falls Waterfront Opportunity Area, Niagara Falls, NY:** James was the Project Manager and Project Landscape Architect for the Niagara Falls Waterfront Opportunity Area, seeking to identify economic, environmental, and social opportunities in brownfield areas in the City of Niagara Falls. Planning efforts focused on making connections to the Niagara River corridor for the local community and the many tourists who visit the region each year. He contributed concept design for multi-use trails and trail heads, historic parks, overlooks, fishing piers, and interpretive features to tell the culturally significant stories of commerce, territory, energy, industry, and ecology.

**NYSOPRHP Genesee Region, Genesee Valley Greenway Trail Improvements, Avon-Scottsville, NY:** James was the Project Manager for a multi-phase development of detailed design and construction documents for a highly used 17 mile stretch of the Genesee Valley Greenway Trail. The designed improvements...
include resurfacing of the stone dust trail, and strategically located trail nodes incorporate site furnishings constructed of reused stone from culvert headwalls. Key drainage improvements, timber bridge renovations, and trailhead parking areas will provide enhanced trail amenities and will reduce maintenance demands.

**NYSOPRHP Taughannock Falls State Park Circulation Master Plan, Trumansburg, NY:** In his role as Project Manager, James led the effort for a master plan document and subsequent schematic design documents that put forth recommendations for improved circulation, parking and trail interfaces for the most visited state park in the Finger Lakes region. The circulation plan re-routes trails for improved safety, enhances the visitor entrances, and improves the handicapped accessibility and connectivity. The plan also proposes the seamless integration of a new visitor center, improved exterior amenities that redefine the overall user experience.

**Buffalo Harbor State Park Master Plan, Buffalo, NY:** James served as Landscape Architect for development of a master plan for the 340-acre Buffalo Harbor State Park being developed as a new state park on the City of Buffalo’s waterfront. The master plan includes a destination playground, picnic pavilions, pedestrian and vehicular circulation, a redesigned breakwall featuring an overlook, fishing access and seating. The master plan also incorporates existing features such as a 1,000-slip Small Boat Harbor marina, a restaurant, boat launches, a fish cleaning station, and restrooms.

**City of Buffalo Broderick Park, Buffalo, NY:** James was the Landscape Architect for development of a master plan, detailed design, and construction documents with the vision of establishing the entire park as a memorial to the Underground Railroad. The park is designed with landscape areas that evoke experiences escaped slaves encountered on the Underground Railroad, such as forests and stream crossings.

**Ryerson Commons, Wells College, Aurora, NY:** James was the Project Manager for construction of a new outdoor terrace and patio adjacent to the campus Dining Hall. The terrace and patio are sited to take advantage of the scenic view of Cayuga Lake.

**City of Ithaca Lake Street Public Park Enhancements, Ithaca, NY:** James was the Landscape Architect for a major Capital Project that led to significant enhancements to a premier park located at the foot of scenic Ithaca Falls. This project transformed underutilized open space into a formalized park with artfully crafted rustic details, resulting in a renewed and recognizable destination worthy of its magnificent natural setting. Responsibilities include preparation of site plan review documentation, coordination with City staff, and detailed design and construction documentation.

**Cayuga County Parks and Trails Development, Emerson Park, Auburn, NY:** As Project Manager for the development of a strong framework for immediate and future investment, James led the design team in working with the client and stakeholders to update the park’s master plan and create an implementation phasing strategy, and to implement the initial priority projects from concept through bidding and construction. The first phase of improvement focused on the restoration of a recreational boat launch and eroded shoreline to re-activate the waters’ edge. The most recent phase focused on multiuse pathway improvements including a pedestrian bridge over the canal and ADA bench seating with granite pavers.
Margaret Wilson has over 5 years of hands-on professional marketing experience focused on digital marketing. She has a track record of conceptualizing and implementing digital marketing initiatives spanning graphic design, photography, search engine optimization (SEO), email marketing, social media, and website maintenance, to drive brand visibility and growth. She strives to deliver compelling business value to clients. Margaret is adept in guiding strategic relations to achieve company goals for both internal and for external clients.

**Project Experience**

**Bull’s Head BOA Step 2 and URP, Rochester, NY:** Margaret acted as Fisher Associates graphic designer for the Bull’s Head BOA Step 2 and URP project for The City of Rochester Department of Neighborhood and Business Development. The project provided Brownfield Redevelopment for the City of Rochester, NY. The firms work included guidance and expertise on this project for Site Characterization and Assessment Activities, Brownfield Redevelopment Planning, and Community Outreach.

Margaret was responsible for designing graphics for the public announcement, which included a large-scale billboard and graphic heavy PowerPoint. The billboard was unveiled during a meet and greet with the developer team and City of Rochester staff. Margaret covered the event with photos and a press release.

**NG Welch Avenue, Niagara Falls, NY:** Margaret created a graphic for National Grid to present to the City of Niagara Falls. National Grid proposed to demolish an existing brick station and construct a new open-air station. To satisfy the City’s obligations under the State Environmental Quality Review Act (SEQR), National Grid proposes to install a sign detailing the historic significance of the existing substation building which has been determined to be eligible for listing on the State and National Registers of Historic Places. The Scope of Work for the project includes the following tasks:

1. Digital research (historic maps, aerials, photographs)
2. In-person research (Niagara Falls Public Library, City Hall)
3. Research Documentation
4. Design of sign mockup
5. Coordination/Meeting with Vendor/National Grid
Carl Hunt
Grant Writing/Marketing/Public Involvement

Carl is the Director of Marketing at Fisher Associates and has been involved in grant writing, marketing and communications, community planning, strategic planning and non-profit management for over 20 years. Carl has served on various community neighborhood boards and served as an elected school board director, as well as served as the president of several non-profit professional and artistic entities. He has been involved with preparing grant and funding applications, grant and funding compliance services, project communications, graphics and marketing materials, origin-destination surveys, presentations, and facilitating strategic planning and public involvement meetings.

Project Experience

Ardmore Boulevard Streetscape Project Grant Application and Administration, Forest Hills, PA: Forest Hills Community Development Corporation. Responsible for the development and completion of a successful $300,000 Hometown Streets Grant Application, coordination with the local MPO and for providing registration and administration support services to meet state DOT requirements. The streetscape project a community gateway arch, lighting and pedestrian improvements, ADA ramps, signage, benches, and other landscape improvements in a small community “main street’ business district.

Various Municipal Transportation Improvement Plan Funding Request Applications, Various Locations, Allegheny County, PA: Responsible for gathering data, client interview and coordination, and completion of funding request applications for several municipalities applying to place their local projects on the local metropolitan planning organization’s Transportation Improvement Program (TIP). The municipalities included Hampton Township, the Municipality of Mount Lebanon, the Town of McCandless, Upper St. Clair Township, and the Municipality of Bethel Park. Projects varied in type from intersection improvements, streetscapes, to bridge replacements with project budgets ranging from $500,000 to $5 million.

Various Grant Applications for Non-Profit Organization, Carnegie, PA: Responsible for preparing over a dozen public and private sponsored grant applications for the non-profit theater/artistic group Stage 62 in Carnegie, PA. Also responsible for preparing updates on financial and overall goals as part of grant compliance.

Chartiers Creek Multi-Use Path Trail Funding Application, Borough of Crafton, PA: Responsible for preparing a renewal application to maintain funding for a multi-use recreational trail along Chartiers Creek. The application included coordination with the borough council, borough manager, Allegheny County, and the local MPO.

State Training & Education Grant Applications, Allegheny County, PA: Responsible for preparing several state grant applications for private employers to provide assistance for workforce development and training.

State Route 21/19 Intersection Study Public Involvement, Morrisville, PA: Responsible for assisting with meeting preparation and presentations for a stakeholder and public involvement meeting for a multi-phase traffic and design project on a congested segment of S.R. 0019 near its intersection with S.R. 0021 for PennDOT District 12-0.

Butler Area Long-Range Transportation Study Marketing Materials, Butler and Butler Township, PA: Responsible for developing marketing materials and development and distribution of an origin-destination survey for a long-range transportation study for PennDOT District 10-0. Also responsible for the scheduling, coordination, and payment for local and state police presence during the surveys.
### Staff Location

Our staff’s titles and location are presented in the following table.

<table>
<thead>
<tr>
<th>Name</th>
<th>General Job Title</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Emily Smith, PE</td>
<td>Director / Engineer / Transportation Planner</td>
<td>Rochester, NY</td>
</tr>
<tr>
<td>*Don Naetzker, RLA</td>
<td>Director/Sr. Landscape Architect/Planner</td>
<td>Rochester, NY</td>
</tr>
<tr>
<td>*Frank Armento, AICP, CEP</td>
<td>Project Manager / Senior Planner</td>
<td>Buffalo, NY</td>
</tr>
<tr>
<td>*Thomas Lucey, PE</td>
<td>Director / Engineer</td>
<td>Rochester, NY</td>
</tr>
<tr>
<td>*Sarah Martin</td>
<td>Associate Planner</td>
<td>Buffalo/Rochester, NY</td>
</tr>
<tr>
<td>*Timothy R. Faulkner, PE</td>
<td>Project Manager</td>
<td>Syracuse, NY</td>
</tr>
<tr>
<td>*William Anterline, III, PE</td>
<td>Engineer</td>
<td>Rochester, NY</td>
</tr>
<tr>
<td>*Alexandra Malloy</td>
<td>GIS Analyst</td>
<td>Buffalo, NY</td>
</tr>
<tr>
<td>*William Trask, Jr.</td>
<td>GIS Analyst</td>
<td>Buffalo, NY</td>
</tr>
<tr>
<td>*Matthew Adam</td>
<td>GIS Analyst</td>
<td>Buffalo, NY</td>
</tr>
<tr>
<td>*Nicole Lake, WPIT</td>
<td>Environmental Specialist</td>
<td>Rochester, NY</td>
</tr>
<tr>
<td>*Kimberly Michaels, RLA</td>
<td>Director/Sr. Landscape Architect/Planner</td>
<td>Ithaca, NY</td>
</tr>
<tr>
<td>*Kathryn Wolf, RLA</td>
<td>Landscape Architect / Urban Designer</td>
<td>Ithaca, NY</td>
</tr>
<tr>
<td>*Jonathan Peet, RLA</td>
<td>Landscape Architect / Urban Designer</td>
<td>Ithaca, NY</td>
</tr>
<tr>
<td>*James Fruechtl, RLA, LEED AP</td>
<td>Landscape Architect / Urban Designer</td>
<td>Ithaca, NY</td>
</tr>
<tr>
<td>*Margaret Wilson</td>
<td>Illustrator (Graphics)</td>
<td>Rochester, NY</td>
</tr>
<tr>
<td>*Carl Hunt</td>
<td>Grant Writer</td>
<td>Canonsburg, PA</td>
</tr>
<tr>
<td>Brianne Walsh</td>
<td>Illustrator (Graphics)</td>
<td>Rochester, NY</td>
</tr>
<tr>
<td>Andrea He</td>
<td>Planner/ Urban Designer</td>
<td>Rochester, NY</td>
</tr>
</tbody>
</table>

* Resumes included
Fisher Associates has a number of specialty capabilities to be performed in-house including the following listed below.

- **Drone Aerial Photography, Video, & Mapping**
- **4-D Visualizations**
- **Artistic or Detailed Renderings & Graphic Support**
- **Project Website Development/Maintenance**
- **High Density Laser Scanning**
- **GIS Data Management**
Below is an organization chart representing the key staff we are proposing for this project. To comply with the request for simple and economical proposal preparation, we are highlighting only key staff below, whose resumes are attached at the end of the proposal in Section E. Additional support staff was listed by location at the beginning of the Qualifications section.
4. HOURLY RATES AND FEES FOR ALL POTENTIAL STAFF POSITIONS THAT WILL BE PROVIDING THE SERVICES
<table>
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<tr>
<th>Job Title</th>
<th>2022 Direct</th>
<th>2022 Loaded</th>
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<td>$225.00</td>
<td>$77.00</td>
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<td>$26.00</td>
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<td>$105.00</td>
<td>$36.00</td>
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<td>$37.00</td>
<td>$111.00</td>
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<tr>
<td>Environmental Specialist</td>
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<td>$90.00</td>
<td>$31.00</td>
<td>$93.00</td>
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<tr>
<td>GIS Analyst</td>
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<td>$105.00</td>
<td>$36.00</td>
<td>$108.00</td>
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<tr>
<td>Grant Writer</td>
<td>$35.00</td>
<td>$105.00</td>
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<td>$111.00</td>
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<tr>
<td>Historian</td>
<td>$25.00</td>
<td>$75.00</td>
<td>$26.00</td>
<td>$78.00</td>
<td>$27.00</td>
<td>$81.00</td>
</tr>
<tr>
<td>Illustrator</td>
<td>$30.00</td>
<td>$90.00</td>
<td>$31.00</td>
<td>$93.00</td>
<td>$32.00</td>
<td>$96.00</td>
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<tr>
<td>Landscape Architect</td>
<td>$35.00</td>
<td>$105.00</td>
<td>$36.00</td>
<td>$108.00</td>
<td>$37.00</td>
<td>$111.00</td>
</tr>
<tr>
<td>Planner</td>
<td>$35.00</td>
<td>$105.00</td>
<td>$36.00</td>
<td>$108.00</td>
<td>$37.00</td>
<td>$111.00</td>
</tr>
<tr>
<td>Public Engagement Specialist</td>
<td>$35.00</td>
<td>$105.00</td>
<td>$36.00</td>
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<tr>
<td>Researcher</td>
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<td>$26.00</td>
<td>$78.00</td>
<td>$27.00</td>
<td>$81.00</td>
</tr>
<tr>
<td>Traffic Engineer</td>
<td>$45.00</td>
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<td>$46.00</td>
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<td>$141.00</td>
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<td>Transportation Planner</td>
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<tr>
<td>Urban Designer</td>
<td>$30.00</td>
<td>$90.00</td>
<td>$31.00</td>
<td>$93.00</td>
<td>$32.00</td>
<td>$96.00</td>
</tr>
</tbody>
</table>
5. EXISTING OBLIGATIONS, STAFF AVAILABILITY AND RESPONSIVENESS

Current or Anticipated Obligations

Fisher Associates does not anticipate any current or anticipated obligation to affect our firm’s performance during this 1-Year Term Agreement. Our firm’s Clientship philosophy (summary displayed below), accompanied by regular monitoring of workload firm-wide means that we focus on meeting our client’s goals and needs by staffing appropriately to provide a positive experience during any project or term agreement.

Availability and Responsiveness

Fisher Associates multi-disciplinary team has the availability to promptly initiate and complete a variety of assignments, no matter the scope or complexity. Our firm has grown over the last several years which has resulted in broader staff experience, diversity, and depth, translating into a well-balanced team that is flexible and responsive, consistent with our Clientship principles.
6. CONTACT INFORMATION FOR REFERENCES

References

Nadine Marrero  
Former Director of Planning, City of Buffalo  
President, Bridges Development, Inc.  
nmarrero@bmahousing.com  
716.855.6711

Rick Rynski, AICP  
Department of Neighborhood and Economic Development  
585.428.6912

Andy Avery, PE  
City of Elmira  
aavery@cityofelmira.net  
607.727.2912

Brendan Mehaffy  
Executive Director, City of Buffalo Office of Strategic Planning  
bmehaffy@citybuffalo.com  
716.851.4769

Lisa Nicholas  
Acting Director of Planning City of Ithaca  
lnicholas@cityofithaca.org  
607.274.6550
Resolution authorizing agreement with Corning Abstract and Closing Services on behalf of the Chemung County Treasurer's Office

| Resolution #: | 22-410 |
| Slip Type:    | CONTRACT |
| SEQRA status | False |

Explain action needed or Position requested (justification):
Requesting Contract Renewal with Corning Abstract Inc for abstract work for 2023 County Real Property Tax Foreclosure.

RFP-2235 - Contract Renewal Request Form attached.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
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<th>Upload Date</th>
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</thead>
<tbody>
<tr>
<td>CONTRACT_RENEWAL_-Comming_Abstract_2022.pdf</td>
<td>Contract Renewal - Corning Abstract</td>
<td>Cover Memo</td>
<td>7/14/2022</td>
</tr>
</tbody>
</table>
CHEMUNG COUNTY  
CITY OF ELMIRA  
PURCHASING DEPARTMENT

Tricia A. Wise, CPPO, CPPB  
Purchasing Director

CONTRACT RENEWAL REQUEST FORM

TO: Corning Abstract & Closing Services  
650 Sing Sing Rd.  
Horseheads, N.Y. 14845

FROM: Nina Wells, Chemung County Purchasing Department

RE: Contract Renewal for RFP-2235 ABSTRACT WORK FOR COUNTY FORECLOSURE

Date: July 12, 2022

The term of the above contract ends on September 14, 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 August 15, 2022 to Nina Wells at nwells1@chemungcountyny.gov.

***Please confirm receipt of this document***

<table>
<thead>
<tr>
<th>We want to renew the contract for one (1) additional 1-year period, ending on May 30, 2023 under the original terms and conditions, contingent upon approval by the Chemung County Legislature.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cindy A. Thomas /owner</td>
</tr>
</tbody>
</table>

Typed/Printed name and Title of Person Preparing this Form

Cindy A. Thomas

Signature of Person Preparing Form

Date 7/15/22

<table>
<thead>
<tr>
<th>We do not want to renew the contract</th>
</tr>
</thead>
</table>

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form

Date
Resolution designating ADS Environmental Services as a sole source provider of combined sewer overflow meters and authorizing agreement with ADS Environmental Services on behalf of Chemung County Elmira Sewer District

Resolution #: 22-411
Slip Type: CONTRACT
SEQRA status: State Mandated False

Explain action needed or Position requested (justification):
CCSD requests authorization for a purchase agreement with ADS Environmental Services for upgrades to the ESD combined sewer overflow (CSO) meters. CCSD has 5 CSO meters located at the CSO outfalls within the collection system. During large storm events, the sewer system is inundated with stormwater and reaches capacity resulting in CSOs to the river. These CSO meters monitor the water level in the outfall structure and notify CCSD when a high-level alarm is reached. CCSD must report CSO events to the state per the Sewage Pollution Right to Know Act and these meters are key in CCSD’s ability to accurately report events and estimate the volume discharged to the river. The current meters do not have 4G capability and need to be upgraded so they can work with the ADS web platform and alert system. It is requested that the legislature give formal approval for the purchase of these meters from ADS who is the sole vendor for this equipment. See attached for sole source letter and quote.

ATTACHMENTS:

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<th>File Name</th>
<th>Description</th>
<th>Type</th>
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<tr>
<td>Chemung_Co_EQP_3G_Upgrade_NY22.pdf</td>
<td>Chemung Co EQP 3G Upgrade NY22</td>
<td>Cover Memo</td>
<td>7/13/2022</td>
</tr>
</tbody>
</table>
RC Holmes
Maintenance & Inspection Supervisor
Chemung County Sewer District No. 1
Chemung County Elmira Sewer District
1700 Lake St.
Elmira, NY 14901
Phone: 607-873-1814
Cell: 607-731-7517

Quote Reference: Chemung EQP 3G Upgrade NY22
Date: February 8, 2022
Terms: Net 30
Delivery: 30 Days ARO
Effective To: June 30, 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Retail Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECHO Level Meter 9000-ECHO-WW (per ea.)</td>
<td>6</td>
<td>$2,995.00</td>
<td>$17,970.00</td>
</tr>
<tr>
<td>Sim card and Prism web hosting (4 flow meters and 1 RG) per site/yr.</td>
<td>5</td>
<td>$480.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>ADS Field Representative with CSE equipped vehicle (per hr.) estimated – 4 installations, 6 modem upgrades</td>
<td>16</td>
<td>$150.00</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>

Items may be taxable in accordance with local tax laws.

Total Price $22,770.00

NOTES:
1. Standard ADS Environmental Services manuals, appropriate to the flow monitors delivered, are included with the equipment.
2. Sale of the above equipment and software is subject to acceptance of ADS Environmental Services Equipment Sale Agreement. Activation of software requires users to execute ADS Environmental Services Software License Agreement.
3. Acceptance of this proposal for the purchase of ADS Products constitutes you and/or your company’s agreement to ADS’ Standard Terms and Conditions of Sale. ADS’ Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.
4. Permit, police details, or special access fees are not included.
Resolution authorizing agreement with EJ USA, Inc. on behalf of Chemung County Elmira Sewer District and Chemung County Sewer District No. 1 (self-leveling manhole cover and frame replacements for collection system)

Resolution #: 22-412
Slip Type: OTHER
SEQRA status State Mandated False

Explain action needed or Position requested (justification):
CCSD requests authorization to purchase parts for manhole replacements from the sole source vendor EJ USA, Inc. EJ is the sole manufacturer of self-leveling manholes. Self-leveling manholes improve “drivability”, reduces infiltration into the sewer, and minimizes maintenance costs as the upper frame and cover remain aligned with the finished road surface.

It is requested that the Legislature give formal approval for the purchase of these self-leveling manhole assemblies from EJ USA, Inc. who is the sole manufacturer of this product line. We have purchased some of these manholes form EJ this year but approval from the Legislature is now required since the remaining purchases from EJ for 2022 will exceed the bidding threshold. The remaining cost of the equipment purchase needed for manhole replacements this year is $17,254.28 which was budgeted for in the sewer district capital projects for 2022.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
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<tr>
<td>EJ_Quote.pdf</td>
<td>EJ Quote</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
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STAMP_ITEMNUMBER
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<tr>
<th>Quantity</th>
<th>Product N°</th>
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<th>Line Charge</th>
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<tbody>
<tr>
<td>19</td>
<td>00302403</td>
<td>3024 SELFLEVEL Frame 10*-14-1/4&quot; Height Adjustment, Asphalt Installation</td>
<td>accepts 1040 Covers (26&quot; Diameter x 1-1/2&quot; Seat)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>716.30</td>
<td>13609.70</td>
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<tr>
<td>19</td>
<td>001040065</td>
<td>1040AGS Solid Cover with Gasket</td>
<td></td>
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Subtotal 17254.28 USD
Grand Total 17254.28 USD

Notes and Comments
May 5, 2022

Ron Jankowski
Chemung County Sewer District #1
600 Milton St
Elmira, NY 14904

Re: Sole Source Manufacturer

To Who it May Concern:

EJ is the leader in design, manufacture and distribution of access solutions and municipal construction castings for water, sewer, drainage and utility networks worldwide. EJ is the only manufacturer of the EJ SELFLEVEL manhole assembly, product number 00302403 and 00302713SL1.

The New York Branch located in Phoenix, NY will assist you with your supply of this product or any other information you may require.

Regards,

Brian Steitz
Regional Manager
Resolution extending Sales Tax Agreement between the County of Chemung and the City of Elmira (Eleventh Amendment)

Resolution #: 22-413
Slip Type: OTHER
SEQRA status: False

Explain action needed or Position requested (justification):
Eleventh Amendment. Term January 1, 2023 through December 31, 2024

Please see the attached agreement.

ATTACHMENTS:

<table>
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<th>File Name</th>
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</tbody>
</table>
ELEVENTH AMENDMENT TO THE SALES TAX AGREEMENT

THIS ELEVENTH AMENDMENT made this _____ day of ________, 2022, between

COUNTY OF CHEMUNG, with its principal place of business at 203 Lake Street, Elmira, New York (hereinafter "COUNTY")

and

CITY OF ELMIRA, with its principal place of business at 317 East Church Street, Elmira, New York (hereinafter "CITY");

W I T N E S S E T H:

WHEREAS, Chapters 93 and 94 of the Laws of 1965 authorized both the COUNTY and the CITY to impose certain taxes on retail sales and other similar transactions and compensating use taxes as herein specified, to be administered by the State Tax Commission, and provide certain priorities and preemptive rights for each of the parties, and pursuant to Tax Law Section 1105, New York State receives an exclusive four percent (4%) tax on taxable sales, and pursuant to Tax Law Sections 1210(27) and 1224(u), the COUNTY receives an exclusive one percent (1%) tax on taxable sales; and

WHEREAS the law provides that the CITY and the COUNTY each are authorized to impose up to three percent (3%) local tax on taxable sales; and

WHEREAS, if the CITY does not pre-empt and impose its own 3 percent tax on sales tax collections within the City, the CITY is permitted to share in County receipts in accordance with an Agreement with the COUNTY, or (in the absence of an agreement) pursuant to the formula set forth in Tax Law Section 1262; and

WHEREAS, pursuant to Tax Law Section 1262, the COUNTY is authorized to determine what portion of its three percent (3%) County sales tax collections (hereinafter "total collections") are not needed for County purposes, which moneys are allocated to the COUNTY, CITY, towns and villages in accordance with Tax Law Section 1262; and
**WHEREAS**, the COUNTY is desirous of allocating a certain portion of the 3% "total collections" to the CITY and towns and villages, and has approved an agreement allocating such monies in certain percentages to the CITY; and

**WHEREAS**, the COUNTY and the CITY entered into a Sales Tax Distribution Agreement dated November 3, 1999 ("Agreement") as amended in a First Amendment to Sales Tax Agreement, a Second Amendment to Sales Tax Agreement, a Third Amendment to Sales Tax Agreement, a Fourth Amendment to Sales Tax Agreement, a Fifth Amendment to Sales Tax Agreement, a Sixth Amendment to Sales Tax Agreement, a Seventh Amendment to Sales Tax Agreement, which Agreements provided for the distribution of the County sales tax; a Eighth Amendment to Sales Tax Agreement, which Agreements provided for the distribution of the County sales tax; a Ninth Amendment to Sales Tax Agreement, which Agreements provided for the distribution of the County sales tax; a Tenth Amendment to Sales Tax Agreement, which Agreements provided for the distribution of the County sales tax dated December 31, 2020, and is scheduled to be expiring on December 31, 2022, which Agreement incorporated a new formula for the allocation of the 3 percent of sales tax revenue that is shared among the COUNTY, the CITY, and the towns and villages in the County of Chemung (the 11/3/1999 Agreement) and the Ten amendments are collectively referred to herein as the "Sales Tax Agreement"; and

**WHEREAS**, the governing bodies of the COUNTY and the CITY are now desirous of entering into a new sales tax distribution agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. During the term of this Agreement, the COUNTY shall continue to impose all of the taxes described in Article 28 of the Tax Law of the State of New York, pursuant to the provisions of Section 1210(a) of said law, at a rate of three percent (3%) and shall not set aside any part thereof for County purposes or educational purposes, except as herein otherwise provided.

2. During the term of this agreement, the CITY shall refrain from imposing any of said
3. This agreement shall continue for a term of Two (2) years, commencing January 1, 2023 through December 31, 2024.

4. This agreement may be renewed upon terms as agreed to by the parties, provided, however, that any such renewal terms shall be for a period after December 31, 2024. The COUNTY acknowledges and agrees that if no renewal occurs, the CITY shall then have the right to exercise its right of preemption and in such event, the COUNTY hereby agrees to waive any and all notice requirements pertaining to the CITY’S exercise of its right of preemption.

5. The 3% total collections of said tax imposed, collected and received by the COUNTY shall be allocated and disposed of as follows (chart demonstrating annual allocation using constant projected annual receipts for illustrative purposes attached as “Schedule A”).

A. In each of the following years, the following percentage of such total collections shall be set aside for County purposes (“County Rate”) and shall be available for any legitimate County purpose:

"County Rate"

2023: 66.70%
2024: 65.45

B. In each of the following years, the following percentages of total collections shall be allocated to the City and towns, with the City and towns receiving their share of such collections

a. Years 2023 and 2024: at the following respective percentages ("City Rate" or "Town Rate"), in proportion to the City's share (31.52%) or Towns share (68.48%) of the total County population as determined by the 2020 number of U.S. Census Bureau:

b. Years 2023 and 2024: the percentages of total collections shall be allocated to
the City and towns, with the City and towns receiving their share of such collections based at the respective percentages ("City Rate" or "Town Rate"), in proportion to the City's share (city population percentage) or Towns share (town population percentage) of the total County population as determined by the 2020 census finalized by the U.S. Census Bureau.

<table>
<thead>
<tr>
<th>Year</th>
<th>City Rate</th>
<th>Town Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>33.30%</td>
<td>33.30%</td>
</tr>
<tr>
<td>2024</td>
<td>34.55%</td>
<td>34.55%</td>
</tr>
</tbody>
</table>

For illustrative purposes, the 3% total collection allocation described above shall be distributed in accordance with the following formula for each year:

Year 2023: City: Total collections x (____% [City population percentage]) x City Rate (Year)  
Towns: Total collections x (____% [Town population percentage]) x Town Rate (Year)

Year 2024: Town: Total collections x (city population % determined by 2020 census) [City population percentage]) x City Rate (Year)  
Towns: Total collections x (Town population % determined by 2020 census [Town population percentage]) x Town Rate (Year)

C. Any village situated in said County within a town shall be paid that amount proportionate to its share of the total full value of taxable real property in the Town as of the 2022 Assessment data and shall remain as such under the term of this agreement.

D. The amounts to be paid under paragraphs (B) and (C) above shall be paid by the COUNTY to the respective municipalities located within said COUNTY within thirty (30) days after receiving the same from the State Comptroller.

6. This agreement is subject to the approval of the State Comptroller of the State of New York.

7. The COUNTY represents and acknowledges to the CITY that the COUNTY is taking
into account in the course of preparing and adopting its budget for the year 2023 and 2024, the possibility that the COUNTY and CITY might enter into an agreement pertaining to the distribution of sales and compensating use tax revenues and providing for the direct cash payments of a portion of such revenues to the CITY in lieu of applying such payments to a reduction of COUNTY taxes levied upon real property in the CITY. By reason thereof, the COUNTY waives any legal notice requirements pertaining to the method of distribution and payment to the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written.

Date:

COUNTY OF CHEMUNG

By __________________________
Christopher J. Moss
County Executive

Date:

CITY OF ELMIRA

By __________________________
Daniel J. Mandell, Jr.
City Mayor

STATE OF NEW YORK )
) ss.
COUNTY OF CHEMUNG)

On this ___ day of ________, 2022, before me personally came Christopher J. Moss, to me personally known, who being by me duly sworn, did depose and say that he resides in Elmira, New York; that he is the County Executive of the County of Chemung, the municipal corporation described in and which executed the within agreement; that he knows the seal of said corporation; that the seal was so affixed by authorization of the Chemung County Legislature; and that he signed his name thereto by like order.

________________________
Notary Public
STATE OF NEW YORK )
) ss.
COUNTY OF CHEMUNG)

On this ___ day of ______ 2022, before me personally came DANIEL J. MANDELL, JR., to me personal known, who being by me duly sworn, did depose and say that he resides in Elmira, New York; that he is the Mayor of the City of Elmira, the municipal corporation described in and which executed the within agreement; that he knows the seal of said corporation; that the seal was so affixed by authorization of the Common Council; and that he signed his name thereto by like order.

____________________
Notary Public

STAMP_ITEMNUMB
EXHIBIT "A"
Allocation Formula

### 2023 Allocation Formula

<table>
<thead>
<tr>
<th>Year</th>
<th>County Rate</th>
<th>Municipal Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>66.70%</td>
<td>33.30%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Rate</td>
<td>Town Rate</td>
<td></td>
</tr>
<tr>
<td>33.30%</td>
<td>33.30%</td>
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</table>

### 2024 Allocation Formula

<table>
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<tr>
<th>Year</th>
<th>County Rate</th>
<th>Blended Municipal Rate</th>
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<tbody>
<tr>
<td>2024</td>
<td>65.45%</td>
<td>34.55%</td>
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<tr>
<td></td>
<td></td>
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<td>City Rate</td>
<td>Town Rate</td>
<td></td>
</tr>
<tr>
<td>34.55%</td>
<td>34.55%</td>
<td></td>
</tr>
</tbody>
</table>
TENTH AMENDMENT TO THE
SALES TAX AGREEMENT

THIS TENTH AMENDMENT made this ______ day of December, 2020, between

COUNTY OF CHEMUNG, with its principal place of business at 203 Lake Street,
Elmira, New York (hereinafter "COUNTY")

and

CITY OF ELMIRA, with its principal place of business at 317 East Church Street,
Elmira, New York (hereinafter "CITY");

W I T N E S S E T H:

WHEREAS, Chapters 93 and 94 of the Laws of 1965 authorized both the COUNTY and
the CITY to impose certain taxes on retail sales and other similar transactions and compensating use
taxes as herein specified, to be administered by the State Tax Commission, and provide certain
priorities and preemptive rights for each of the parties, and pursuant to Tax Law Section 1105, New
York State receives an exclusive four percent (4%) tax on taxable sales, and pursuant to Tax Law
Sections 1210(27) and 1224(u), the COUNTY receives an exclusive one percent (1%) tax on taxable
sales; and

WHEREAS the law provides that the CITY and the COUNTY each are authorized to impose
up to three percent (3%) local tax on taxable sales; and

WHEREAS, if the CITY does not pre-empt and impose its own 3 percent tax on sales tax
collections within the City, the CITY is permitted to share in County receipts in accordance with an
Agreement with the COUNTY, or (in the absence of an agreement) pursuant to the formula set forth
in Tax Law Section 1262; and

WHEREAS, pursuant to Tax Law Section 1262, the COUNTY is authorized to determine
what portion of its three percent (3%) County sales tax collections (hereinafter "total collections")
are not needed for County purposes, which moneys are allocated to the COUNTY, CITY, towns and
villages in accordance with Tax Law Section 1262; and
WHEREAS, the COUNTY is desirous of allocating a certain portion of the 3% "total collections" to the CITY and towns and villages, and has approved an agreement allocating such monies in certain percentages to the CITY; and

WHEREAS, the COUNTY and the CITY entered into a Sales Tax Distribution Agreement dated November 3, 1999 ("Agreement") as amended in a First Amendment to Sales Tax Agreement, a Second Amendment to Sales Tax Agreement, a Third Amendment to Sales Tax Agreement, a Fourth Amendment to Sales Tax Agreement, a Fifth Amendment to Sales Tax Agreement, a Sixth Amendment to Sales Tax Agreement, a Seventh Amendment to Sales Tax Agreement, which Agreements provided for the distribution of the County sales tax; a Eighth Amendment to Sales Tax Agreement, which Agreements provided for the distribution of the County sales tax; a Ninth Amendment to Sales Tax Agreement, which Agreements provided for the distribution of the County sales tax dated January 4, 2019, and expiring on December 31, 2020, which Agreement incorporated a new formula for the allocation of the 3 percent of sales tax revenue that is shared among the COUNTY, the CITY, and the towns and villages in the County of Chemung (the 11/3/1999 Agreement and the Nine amendments are collectively referred to herein as the "Sales Tax Agreement"); and

WHEREAS, the governing bodies of the COUNTY and CITY are now desirous of entering into a new sales tax distribution agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. During the term of this Agreement, the COUNTY shall continue to impose all of the taxes described in Article 28 of the Tax Law of the State of New York, pursuant to the provisions of Section 1210(a) of said law, at a rate of three percent (3%) and shall not set aside any part thereof for County purposes or educational purposes, except as herein otherwise provided.

2. During the term of this agreement, the CITY shall refrain from imposing any of said taxes above specified in Item #1, effective January 1, 2021.
3. This agreement shall continue for a term of Two (2) years, commencing January 1, 2021 through December 31, 2022.

4. This agreement may be renewed upon terms as agreed to by the parties, provided, however, that any such renewal terms shall be for a period after December 31, 2022. The COUNTY acknowledges and agrees that if no renewal occurs, the CITY shall then have the right to exercise its right of preemption and in such event, the COUNTY hereby agrees to waive any and all notice requirements pertaining to the CITY’S exercise of its right of preemption.

5. The 3% total collections of said tax imposed, collected and received by the COUNTY shall be allocated and disposed of as follows (chart demonstrating annual allocation using constant projected annual receipts for illustrative purposes attached as “Schedule A”).

A. In each of the following years, the following percentage of such total collections shall be set aside for County purposes ("County Rate") and shall be available for any legitimate County purpose:

"County Rate"

   a. 2021: 63.30%
   b. 2022: 66.70%

B. In each of the following years, the following percentages of total collections shall be allocated to the City and towns, with the City and towns receiving their share of such collections in accordance with each municipality’s respective share of the population as follows:

“City & Town Rate”

   a. Year 2021: 36.7% distributed in proportion that the City’s population and the Town’s populations bear to the County as a whole, as determined by the 2010 number of U.S. Census Bureau.

   b. Year 2022: 33.3% distributed in proportion that the City’s population and the
Town’s populations bear to the County as a whole, as determined by the 2020 number of U.S. Census Bureau

For illustrative purposes, the 3% total collection allocation described above shall be distributed in accordance with the following formula for 2021:

Year 2021: City: Total collections of 3 pennies x 36.7% (City & Town Rate 2021) x 32.87% (City’s population as a percentage of the county, 2010 census)

Year 2022: The formula for allocation of the City’s portion of the 33% of the County’s 3 pennies collected in 2022 will correspond with the City’s population as a percentage of the county per the 2020 census.

C. Any village situate in said County within a town shall be paid that amount proportionate to its share of the total full value of taxable real property in the Town.

D. The amounts to be paid under paragraphs (B) and (C) above shall be paid by the COUNTY to the respective municipalities located within said COUNTY within thirty (30) days after receiving the same from the State Comptroller.

6. This agreement is subject to the approval of the State Comptroller of the State of New York.

7. The COUNTY represents and acknowledges to the CITY that the COUNTY is taking into account in the course of preparing and adopting its budget for the year 2021 and 2022, the possibility that the COUNTY and CITY might enter into an agreement pertaining to the distribution of sales and compensating use tax revenues and providing for the direct cash payments of a portion of such revenues to the CITY in lieu of applying such payments to a reduction of COUNTY taxes levied upon real property in the CITY. By reason thereof, the COUNTY waives any legal notice requirements pertaining to the method of distribution and payment to the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written.
COUNTY OF CHEMUNG

Date:

By _________________________

Christopher J. Moss
County Executive

CITY OF ELMIRA

Date:

By _________________________

Daniel J. Mandell, Jr.
City Mayor

STATE OF NEW YORK )
 ) ss.
COUNTY OF CHEMUNG

On this ___ day of December, 2020, before me personally came Christopher J. Moss, to me personally known, who being by me duly sworn, did depose and say that he resides in Elmira, New York; that he is the County Executive of the County of Chemung, the municipal corporation described in and which executed the within agreement; that he knows the seal of said corporation; that the seal was so affixed by authorization of the Chemung County Legislature; and that he signed his name thereto by like order.

___________________
Notary Public

STATE OF NEW YORK )
 ) ss.
COUNTY OF CHEMUNG

On this ___ day of December 2020, before me personally came DANIEL J. MANDELL, JR., to me personal known, who being by me duly sworn, did depose and say that he resides in Elmira, New York; that he is the Mayor of the City of Elmira, the municipal corporation described in and which executed the within agreement; that he knows the seal of said corporation; that the seal was so affixed by authorization of the Common Council; and that he signed his name thereto by like order.

___________________
Notary Public
### EXHIBIT "A"

#### Current and 2021 Allocation Formulas

<table>
<thead>
<tr>
<th>Year</th>
<th>County Rate</th>
<th>Municipal Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>63.30%</td>
<td>36.70%</td>
</tr>
<tr>
<td>2021</td>
<td>63.30%</td>
<td>Division per population in 2010 census</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Rate</th>
<th>Town Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.70%</td>
<td>36.70%</td>
</tr>
</tbody>
</table>

#### 2022 Allocation Formula

<table>
<thead>
<tr>
<th>Year</th>
<th>County Rate</th>
<th>Municipal Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>66.70%</td>
<td>33.30%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Rate</th>
<th>Town Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.30%</td>
<td>33.30%</td>
</tr>
</tbody>
</table>
Resolution awarding bid to Bush Electronics on behalf of the Chemung County Sheriff (RFB-2397 - Vehicle Upfitting)

Resolution #: 22-414  
Slip Type: CONTRACT  
SEQRA status: False  
State Mandated: False

**Explain action needed or Position requested (justification):**

Authorization to accept the bid submitted by Bush Electronics for Vehicle Upfitting Services RFB-2307. These services will be utilized to outfit newly purchased vehicles by the Sheriff’s Office, so they may meet specifications to be added to the patrol fleet. A copy of the bid document, the bid tab, and the vendor quote are attached for your review.

Not to exceed budgeted approval.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bush_Electronics.pdf</td>
<td>Bush Electronics</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
<tr>
<td>Copy_of_RFB-2397_Vehicle_Upfitting_Services_Bid_Tab.pdf</td>
<td>RFB-2397 Vehicle Upfitting Services Bid Tab</td>
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<td>Ward_Apparatus.pdf</td>
<td>Ward Apparatus</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
</tbody>
</table>
Chemung County-City of Elmira Purchasing Department  
John H. Hazlett Building – 2nd Floor  
203 Lake Street  PO Box 588  
Elmira, NY 14901  
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 performance of the following contract for Chemung County and political subdivisions of Chemung County:

**RFB-2397 VEHICLE UPPFITTING SERVICES**

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 14901, until 1:45 P.M. on April 14, 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/438/Open-Bids](https://www.chemungcountyny.gov/438/Open-Bids).

Each bid shall be accompanied by a bid security in the amount of **five-hundred dollars ($500.00)** in the form of a Certified Check, Bank Draft or Bid Bond. Cash will not be acceptable as a deposit. If an awarded bidder fails to enter into a contract with the County following notice of bid acceptance, the bid security shall be forfeited to and become the property of Chemung County. No bidder may withdraw their bid within forty-five days after the date of the bid opening.

**Please take notice:**

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 after 1:45 on the due date will not be considered. Bids received via facsimile or electronically will not be considered. Bid proposals must be submitted in duplicate (one original and one exact copy). The County of Chemung reserves the right to reject any and all bids submitted 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 March 31, 2022 on line at [www.empirestatebidsystem.com](http://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 a 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.

Tricia A. Wise, NIGP-CPP, CPPO, CPPB
Purchasing Director

Inserted in the Star Gazette: March 31, 2022
Inserted in the Corning Leader: March 31, 2022
SECTION 1 - CONDITIONS OF WORK

1.01 Receipt and Opening of Proposals: The County of Chemung, New York (herein called the Owner) invites Bids on the form attached hereto. Each bidder shall submit their bid in a sealed envelope which shall bear thereon the following inscription:

RFB-2397 VEHICLE UFPITTING SERVICES

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
Vendor Certification
Regret Letter (If No Bid)
Non-Collusion Form
Waiver of Immunity
Certification Regarding Equal Employment Opportunity
Iranian Energy Divestment Certification
Certification on Sexual Harassment
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 informality 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 bid may be withdrawn 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.

1.02 Description of Service (Contract Work Specifications): See specifications section (1.02).

1.03 Commencement of Work: This pertains to bids for a construction or service contract. Upon execution and delivery of the Contract and the delivery of the required insurance certificates and proof of insurance by the Contractor to the Owner and the approval thereof by the Owner’s legislative body and attorney, the Contractor will be notified to proceed with the work of the Contract. Upon receipt of the Notice to Proceed, the contractor shall provide the contracting agency with the performance and payment bonds required by that agency.

1.04 Taxes: The County of Chemung is a tax exempt entity.

1.05 Contractor’s Insurance: The Contractor and each subcontractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies
authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by subcontractors. Before commencing the work, the Contractor and each subcontractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (XCU hazards).

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

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.

*NOTE: At the time of receipt of a Notice to Proceed for specific contract work, the Contractor shall furnish a non-County contracting agency (see Section 1.24.2) with proof of insurance and performance bond as described herein.

The kinds and amounts of insurance are as follows:

A. Commercial General Liability Insurance - Unless otherwise specifically required, each policy with limits of not less than:

$1,000,000.00 PER OCCURRENCE; $2,000,000.00 AGGREGATE

All damages arising during the policy period shall be furnished in the following specified types:

1) Contractor’s Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.

2) Contractor’s Liability Insurance issued to and providing coverage to each sub-subcontractor for liability for damages imposed by law upon each subcontractor with respect to all work performed by said subcontractor under the Contract.

3) Contractor’s Protective Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work under the Contract performed for the Contractor by subcontractors.

4) Protective Liability Insurance issued to and providing coverage to the Owner for all liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or by his subcontractors, including omissions and supervisory acts of the Owner.

5) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by Contract upon the Owner for work performed on private land with respect to all operations under the Contract by the Contractor or by his contractors.
6) **Completed Operations Liability Insurance** issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each subcontractors arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.

7) Said policy shall cover as Primary "additional insured" or, at the option of the Contractor, as Primary co-insured with the Contractor, the County of Chemung and all employees or other representatives of each of them, both officially and personally without liability for premiums.

**B. Umbrella Excess Liability** - Unless stated otherwise in specifications, policy must have limits of not less than:

$1,000,000.00 PER OCCURRENCE; $1,000,000.00 AGGREGATE

**C. Automobile Insurance** - Automobile public liability and property damage insurance covering all claims against the Contractor, each subcontractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

**COMBINED SINGLE LIMIT OF $1,000,000.00**

**D. State Provisions for Workers' Compensation** - Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers' Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

**E. Installation Floater** - The Contractor is responsible for damage or theft of their materials and supplies. All materials and supplies will be covered by the Contractor's insurance until the acceptance of the Project by the Owner.

1.06 **Indemnification Clause**: The Contractor agrees to defend, 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 Contractor, its agents, officers or employees, in performing the work under this Agreement.

1.07 **Guarantee**: The Contractor guarantees all the work and equipment furnished under the Contract against any defects in workmanship or materials for a period of one (1) year following the date of final acceptance of the work by the Owner. Under this guarantee, the Contractor agrees to make good, without delay, at his own expense, any failure of any such parts due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. The Contractor also agrees that the Contractor's Bond provided for in the following paragraph shall fully cover all guarantees contained in this paragraph. Items replaced or rebuilt shall carry a one-year guarantee from the date of acceptance of the replacement or repairs.

1.08 **Security for Faithful Performance**: At the time of receipt of a Notice to Proceed for specific contract work, the Contractor shall furnish the Owner or contracting agency with the required surety and payment bonds in the amount of $5,000.00 or one hundred percent (100%) of the specific contract work, whichever is higher, as security for faithful performance of the Contract and for the payment of all persons performing labor under the Contract and furnishing materials in connection with this contract.
The surety on each bond shall be a duly authorized surety company satisfactory to the Owner and shall remain in force for a period of one year following final acceptance of the work by the Owner. The cost of the aforesaid bonds is to be paid by the Contractor and shall be included in the Bid submitted. In lieu of a performance bond, Chemung County will accept a cash deposit in the amount of $5,000.00 or one-hundred percent (100%) of the specific contract work, whichever is higher, accompanied by an indemnity agreement, in a format to be approved by the County Attorney.

1.09 Additional Security: If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such Bond shall cease to be adequate Security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified.

1.10 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.

   a. Cancellation: This Contract may be terminated by the County of Chemung, with written notice being given to the Contractor 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Contractor’s receipt of said written notice from the County.

1.11 Contractor Status: The relationship of the Contractor to the County of Chemung shall be that of an independent Contractor. That the said Contractor in accordance with its status as an independent contractor, 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 of Chemung by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County of Chemung, including but not limited to Workers’ Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

1.12 Pertaining to General Municipal Law: The Contractor 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.

1.13 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.

1.14 Assignment and Subletting: The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

1.15 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.
1.16 Default: Provided always, these entire agreements are upon this condition, that if Contractor 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 Contractor in writing of Contractor’s default here-under and the Contractor has failed to correct such default within said seven (7) days, or if Contractor 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 Contractor and those claiming by, through or under Contractor, and remove Contractors 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.

1.17 Rejection or Acceptance: The right is reserved by the County to waive any irregularities or informalities in any bid, 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 bid of any other applicant without necessity of re-advertisement.

1.18 License Requirement: Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Chemung reserves the right to investigate thoroughly the finances, character, experience and record of each bidder and the final award will consider these aspects with the actual bid. The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

1.19 Contract Period: If applicable, and unless otherwise stated in the specifications, this bid may be accepted and work authorized by the County for a one year period and may be extended beyond the first year, for one additional year, at the same bid price, by mutual agreement between both parties (County of Chemung and awarded vendor or Contractor).

1.20 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.

1.21 Tax Exempt Purchasing By Contractor: The Contractor (or approved subcontractor) MAY be considered exempt from the payment of State Sales Tax, ONLY when purchasing those materials that will be incorporated in the County owned real property involved in the Contract, by obtaining a CONTRACTOR EXEMPT PURCHASE CERTIFICATE and presenting it when making such purchases. One source for obtaining this certificate is the Department of Taxation and Finance, Technical Services Bureau, W.A. Harriman Campus, Building 8, Room 104, Albany, New York 12227. THE CONTRACTOR SHALL NOT USE ANY COUNTY TAX EXEMPTION LETTER OR NUMBER.

1.22 N/A

1.23 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.

1.24 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 service contracts by qualified 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 there-under 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 there under 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. **PLEASE REFERENCE SECTION 1.05 (Contractor’s Insurance) AND SECTION 1.08 (Performance and Payment Bonds)**

   e. 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.

1.25 **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.

1.26 **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 that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.27 **Liquidated Damages:** Costs to the municipality significantly rise if contracts are not professionally managed and completed on time. Therefore for most contracts, a provision for liquidated damages is included.

1.28 **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.

1.29 Equal Employment Opportunity:

During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Department 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 sub-contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
SECTION 1.02: SPECIFICATIONS

A. GENERAL CONDITIONS

1. Intent: Chemung County is looking for qualified vendors to provide Vehicle Upfitting Services to Chemung County Sheriff’s vehicles. The quantities indicated are the County’s estimated usage for the first year of the contract. The County reserves the right to increase or decrease quantities in accordance with actual usage and does not guarantee orders or payments for any specific amounts or item(s).

The following specifications are intended to describe the parts and services required to upfit vehicles for the Sheriff’s office. Any items omitted from the specification that would adversely affect the safe operation, functionality, intended use and longevity of the vehicle upfits is to be considered part of the specifications. Any reference to manufacturers’ name, brand, or model is to establish the minimum standard for the equipment listed. Bidders may be equivalent manufacturers’ and models however, it will be the sole responsibility of the bidder to provide sufficient evidence of the equivalency of the products proposed. The bidder shall indicate on the Bid Form which item(s) are “equivalent” to those specified. The County is the sole and final arbiter of product equivalency.

All parts provided must be new. No refurbished parts shall be allowed.

2. Contract Term: The contract term shall be for a one year period, from the date of award. The contract may be extended for up to three (3) additional one (1) year periods under the same terms and conditions, including bid prices, upon mutual agreement between the County and the Successful Bidders.

3. a. Short-term Extension: In the event a replacement contract has not been issued, this contract may be awarded hereunder by the County, and may be extended unilaterally by the County for an additional period of up to one month upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

3. Award: Chemung County reserves the right to award this contract per item, or on a category or aggregate basis, whichever is most beneficial to Chemung County. Award shall be based on the lowest responsive and responsible vendor providing the lowest cost, and meets required qualifications.


Please reference the following bid document sections for information relating to contracting with Chemung County and / or political sub-divisions of Chemung County:

   a. SECTION 1.05 (Contractor’s Insurance)
   b. SECTION 1.08 (Performance and Payment Bonds)
   c. SECTION 1.24 (Authorized Contract Users)
   d. NOTICE OF AWARD
   e. NOTICE TO PROCEED
   f. AGREEMENT FORM
   g. SITE ENTRY AND INDEMNITY FORM
5. Bidder Qualifications:
   a. All bidders shall submit the Certification of Experience form, included as part of the bid specifications, a part of their bid.
   b. All bidders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid specifications, as part of their bid.
   c. Chemung County may make such investigations it deems necessary to determine the ability of the Bidder to provide the services and/or goods described within the specifications. The bidder shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

6. Non-Compliance: The supply of sub-standard or non-specification compliant products by any awarded vendor shall be cause to reject the material and may also be cause for the County to cancel the vendor’s contract in its entirety. Upon rejection of sub-standard contract material by an Owner, the Owner may purchase the material from an alternate source and charge the difference in cost between the bid price and the price paid to such alternate source to the rejected materials vendor.

7. Pricing shall include delivery and shall be quoted FOB Destination. No additional charges for freight or shipping and handling will be allowed.

Orders will be placed on an “as needed” basis by Chemung County Departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

Prior to payment, the items furnished and/or work performed will be inspected by the Chemung County Department or their designee to determine their conformity to specifications. Payments will not be made for items or work not meeting specifications.

8. Price adjustments: Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the Chemung County Legislature may any of the contract pricing be changed for any reason without prior written approval by the Chemung County Purchasing Department. The Vendor may request a price adjustment at time of renewal of a contract term and only one (1) price adjustment allowance per each one-year contract term extension shall be allowed. If a price adjustment request is made, the vendor shall give the County a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this bid and seek pricing from whatever sources legally available.

An example of the price adjustment calculation is as follows (figures are illustrative only):

\[
\begin{align*}
\text{CPI for current period} & = 232.945 \\
\text{CPI for previous period} & = 229.815 \\
\text{Equals index point change} & = 3.130 \\
\text{Divided by previous period CPI} & = 229.185 \\
\text{Equals} & = 1.0136
\end{align*}
\]
Result multiplied by 100 = 0.0136 x 100
Equals rounded percentage change = 1.4%

The contractor(s) has the sole responsibility to submit invoices at the adjusted bid prices on the applicable effective date and shall provide to the Chemung County Purchasing Department a copy of the index and other supporting documentation necessary to support the increase or decrease, as appropriate. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable effective date, the contractor shall be deemed to have waived its right to any increase in price, but the County shall not be barred from making adjustment in the case of a decrease determined in accordance with the above methodology.

9. Deviations to the specifications shall be submitted on the blank line below the specified item. Any change in manufacturer, model, size, container size, case count, or any other change outside of the listed specification must be noted. Alternate or Equal items bid without identifying the change in manufacturer, brand, model, size, etc. or any other change outside the list of specifications will not be considered for evaluation and award.

Order quantities must not be adjusted on the Bid Form when an item has a different package/case quantity than what is specified. Bidders should indicate the difference in size in the “Equivalent Make/Model” section on the Bid Form. The County will note the change in quantity at the time of bid award if the proposed product(s) are accepted and awarded.

10. Equivalency: Manufacturers name brands are listed to indicate a minimum requirement and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of a claim by any unsuccessful bidder concerning or relating to the issue for the “equal

11. Delivery of all vehicles shall be completely upfit and delivered to the Chemung County Sheriff’s Department, 203-209 William Street, Elmira, NY 14901.

12. Warranty for all parts shall be in accordance with the standard manufacturers’ warranty. Warranty information shall be provided to the County upon request. Bidders must indicate their warranty for services on the Bid Form.

13. County Contracts/New York State Contracts, the County reserves the right to purchase items pursuant to General Municipal Lay 104 from New York State Contracts, other government contracts, or New York State Preferred Sources within its discretion.
FORM FOR SUBMISSION OF BID FOR RFB-2397 VEHICLE UPFITTING SERVICES

The undersigned hereby declares that he/she has carefully examined all bid documents and all interpretations of any addenda and that he has satisfied himself 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 Advertisement for Bids and the 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 submitted on the Forms For Submission of Bid, for: Vehicle Upfitting Services

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 or Contracts 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 # _______

**Bush Electronics, Inc.**
Name of Company or Authorized Representative submitting bid

**Peter M. Bush 4/12/2022**
Signature of Bidder or Company Authorized Representative Printed/Typed Name, Date

**Bush Electronics, Inc. 146A Luthar Ave, Liverpool, NY 13088**
Name and Address of Company

**315-422-0701 315-422-0176 FAX pete@bushelectronics.net**
Phone and Fax Numbers of Company E-mail

FORM FOR SUBMISSION OF BID CONTINUED ON NEXT PAGE
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

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.

Authorized Signature for Bidder

Title

Date

(Corporate Seal, if any)

(If no seal, write “No Seal” across this place and sign)
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: **BUSH ELECTRONICS, Inc.**

Address and Zip Code: **146A Luther Ave, Liverpool, NY 13088**

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?
   
   Yes ___ No X

   If answer is yes, identify the most recent contract: __________________________________________________

2. Were compliance reports required to be filed in connection with such contract or sub-contract?
   
   Yes ___ No X

   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.

[Signatures]

Date: 4/12/2022

Name & Title: Peter M. Bush VP/Secy/Treas.
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

 VP/SECY/TAOS.

 Title

 4/12/2022

 Date

 BUSH ELECTRONICS, INC.

 Company Name
BIDDER'S CERTIFICATION ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

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: **Onondaga**, New York

**April 12, 2022**

**Bush Electronics, Inc.**

Name of Bidder

[Signature]

Signature of Authorized Official

**Peter M. Bush, VP/Sec 1726**

Printed or Typed Name of Official and Title

Sworn to before me this

12 day of **April**, 2022

**Carrie Smith**

[Stamp: Carrie A. Smith, Notary Public - State of New York, No. 015M6388124, Qualified in Onondaga County, My Commission Expires Mar 4, 2023]
FORM FOR SUBMISSION OF BID FOR RFB-2397 VEHICLE UPFITTING SERVICES

Please submit your bid pricing in the spaces provided. Please indicate any proposed equivalent products in the space below each line item. If equivalent products are not indicated, it will be assumed that bidder is submitting a bid for the manufacturer(s)/model(s) specified.

All pricing is to include all fees associated with the Upfitting Service, including but not limited to: delivery of products to the bidder’s location, pick-up and delivery of the vehicle(s) to be upfitted, and all labor charges to complete the service.

VEHICLE #1 – DODGE CHARGER (CURRENT PRODUCTION YEAR) – LIGHT BAR PATROL VEHICLE

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**TOTAL:** $12,888.00

**Signature of Bidder:**

**Printed/Typed Name, Date:**

PETE M. BUSN 4/12/2022
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.
Vendor Responsibility Form

Vendor Name: **Bush Electronics, 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:

A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?  
   
   ANSWER ALL QUESTIONS
   
   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: ________________________________

BASES OF FINDING: ________________________________

Authorized Signature: ________________________________ Date: 4/12/2022

(Attach Additional Sheets if Necessary)
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 and furnish required certificates of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said certificates of insurance 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 as a forfeiture of your BID BOND. 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__.
COUNTY OF CHEMUNG OR POLITICAL SUBDIVISION NOTICE TO PROCEED

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 _______________________

Contract Work Amount: $ ___________________________ Bond Amt: $ ________________

*******************************************************************************

PLEASE BE ADVISED that work may begin on the above contract on ______, 20_____ and shall be
completed on or before __________, 20______.

Owner Project Manager: _______________________________________________________

PH: ___________ FAX ___________ Mobile PH: _______ Email: ______________________

Project Engineer: _____________________________________________________________

PH: ___________ FAX ___________ Mobile PH: _______ Email: ______________________

*******************************************************************************

You are required to return an acknowledged copy of this NOTICE TO PROCEED and the required
performance and payment bonds for the as specified for contract work within five (5) business days of the
date of this Notice to:

_________________________ Department of ________________________________

Street Address  PO Box  City  State  Zip Code

Telephone  Fax

By: __________________________________________________________ Department Head Signature

Printed/Typed Name, Title

DATED the ____________ day of _____________ 20____.

*******************************************************************************

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: ___________________________________________ Authorized Signature  Typed Name/Title

For: ___________________________________________ Organization

DATED the ____________ day of _____________ 20____.
CHEMUNG COUNTY 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 Documents and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Iranian Energy Divestment Certification; Waiver of Immunity; Notice of Award; Notice to Proceed; Agreement form; Site Entry Agreement and Indemnity; Insurance Certificates; Bid Bond; and Performance Bond.
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

Printed/Typed Name

Company Name

Company Address

By:  (Owner - County)

(Seal)

Christopher J. Moss,
Chemung County Executive
CHEMUNG COUNTY SITE ENTRY AGREEMENT AND INDEMNITY

Date: ____________________

Owned and/or Operated by the following:

CONTRACTOR: _______________________________ Print Name

______________________________ Address

______________________________ Telephone w/Area Code

______________________________ 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.
INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney’s 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 of 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

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**Vehicle #2 - Ford Utility (Current production Year) - Light Bar Patrol Vehicle**

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Vehicle #3 - Chevy tahoe (Current production Year) - Light Bar Patrol Vehicle

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**VEHICLE #3 TOTAL**

| Labor       | 3,600.00 |

| Equivalent Make/Model | 12,825.00 | 13,955.54 |

* Signature Notary on Sexual Harrassment Form, No Seal On Waiver of Immunity, Missing answers to 2 and 2a on EEO Form.
Calculation errors corrected on Vehicle #3 1.12 and 1.23. Calulations on Vehicle Totals all 3 corrected.
Chemung County-City of Elmira Purchasing Department  
John H. Hazlett Building - 2nd Floor  
203 Lake Street  PO Box 588  
Elmira, NY 14901  
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 performance of the following contract for Chemung County and political subdivisions of Chemung County:

RFB-2397 VEHICLE UFPITTING SERVICES  

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 14901, until 1:45 P.M. on April 14, 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/438/Open-Bids.

Each bid shall be accompanied by a bid security in the amount of five-hundred dollars ($500.00) in the form of a Certified Check, Bank Draft or Bid Bond. Cash will not be acceptable as a deposit. If an awarded bidder fails to enter into a contract with the County following notice of bid acceptance, the bid security shall be forfeited to and become the property of Chemung County. No bidder may withdraw their bid within forty-five days after the date of the bid opening.

Please take notice:

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 after 1:45 on the due date will not be considered.
Bids received via facsimile or electronically will not be considered.
Bid proposals must be submitted in duplicate (one original and one exact copy).
The County of Chemung reserves the right to reject any and all bids submitted 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 March 31, 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 a 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.

Tricia A. Wise, NIGP-CPP, CPPO, CPPB  
Purchasing Director  

Inserted in the Star Gazette: March 31, 2022  
Inserted in the Corning Leader: March 31, 2022  

0329/2022
SECTION 1 - CONDITIONS OF WORK

1.01 Receipt and Opening of Proposals: The County of Chemung, New York (herein called the Owner) invites Bids on the form attached hereto. Each bidder shall submit their bid in a sealed envelope which shall bear thereon the following inscription:

RFB-2397 VEHICLE UPPFITTING SERVICES

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
Vendor Certification
Regret Letter (If No Bid)
Non-Collusion Form
Waiver of Immunity
Certification Regarding Equal Employment Opportunity
Iranian Energy Divestment Certification
Certification on Sexual Harassment
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 informality 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 bid may be withdrawn 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.

1.02 Description of Service (Contract Work Specifications): See specifications section (1.02).

1.03 Commencement of Work: This pertains to bids for a construction or service contract. Upon execution and delivery of the Contract and the delivery of the required insurance certificates and proof of insurance by the Contractor to the Owner and the approval thereof by the Owner’s legislative body and attorney, the Contractor will be notified to proceed with the work of the Contract. Upon receipt of the Notice to Proceed, the contractor shall provide the contracting agency with the performance and payment bonds required by that agency.

1.04 Taxes: The County of Chemung is a tax exempt entity.

1.05 Contractor’s Insurance: The Contractor and each subcontractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies.
authorized to do such business in the State covering all operations under the Contract whether performed by
the Contractor or by subcontractors. Before commencing the work, the Contractor and each subcontractor shall
furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the
kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each
subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall
not be changed or cancelled until 15 days after written notice to the Owner. Property damage insurance must
in all instances include coverage for explosion, collapse, and underground operations (XCU hazards).

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

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.

*NOTE: At the time of receipt of a Notice to Proceed for specific contract work, the Contractor shall
furnish a non-County contracting agency (see Section 1.24.2) with proof of insurance and
performance bond as described herein.

The kinds and amounts of insurance are as follows:

A. Commercial General Liability Insurance - Unless otherwise specifically required, each policy with limits
of not less than:

$1,000,000.00 PER OCCURRENCE; $2,000,000.00 AGGREGATE

All damages arising during the policy period shall be furnished in the following specified types:

1) Contractor’s Liability Insurance issued to and providing coverage to the Contractor for liability for damages
imposed by law upon the Contractor with respect to all work performed by him under the Contract.

2) Contractor’s Liability Insurance issued to and providing coverage to each sub-subcontractor for liability for
damages imposed by law upon each subcontractor with respect to all work performed by said subcontractor
under the Contract.

3) Contractor’s Protective Liability Insurance issued to and providing coverage to the Contractor for liability
for damages imposed by law upon the Contractor with respect to all work under the Contract performed for
the Contractor by subcontractors.

4) Protective Liability Insurance issued to and providing coverage to the Owner for all liability for damages
imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or by his
subcontractors, including omissions and supervisory acts of the Owner.

5) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by
Contract upon the Owner for work performed on private land with respect to all operations under the Contract
by the Contractor or by his contractors.
6) **Completed Operations Liability Insurance** issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each subcontractors arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.

7) **Said policy shall cover as Primary “additional insured” or, at the option of the Contractor, as Primary co-insured with the Contractor, the County of Chemung and all employees or other representatives of each of them, both officially and personally without liability for premiums.**

**B. Umbrella Excess Liability** - Unless stated otherwise in specifications, policy must have limits of not less than:

\[
\text{\$1,000,000.00 PER OCCURRENCE; \$1,000,000.00 AGGREGATE}
\]

**C. Automobile Insurance** - Automobile public liability and property damage insurance covering all claims against the Contractor, each subcontractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

**COMBINED SINGLE LIMIT OF \$1,000,000.00**

**D. State Provisions for Workers’ Compensation** - Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers’ Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

**E. Installation Floater** - The Contractor is responsible for damage or theft of their materials and supplies. All materials and supplies will be covered by the Contractor’s insurance until the acceptance of the Project by the Owner.

**1.06 Indemnification Clause:** The Contractor agrees to defend, 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 Contractor, its agents, officers or employees, in performing the work under this Agreement.

**1.07 Guarantee:** The Contractor guarantees all the work and equipment furnished under the Contract against any defects in workmanship or materials for a period of one (1) year following the date of final acceptance of the work by the Owner. Under this guarantee, the Contractor agrees to make good, without delay, at his own expense, any failure of any such parts due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. The Contractor also agrees that the Contractor’s Bond provided for in the following paragraph shall fully cover all guarantees contained in this paragraph. Items replaced or rebuilt shall carry a one-year guarantee from the date of acceptance of the replacement or repairs.

**1.08 Security for Faithful Performance:** At the time of receipt of a Notice to Proceed for specific contract work, the Contractor shall furnish the Owner or contracting agency with the required surety and payment bonds in the amount of \$5,000.00 or one hundred percent (100%) of the specific contract work, whichever is higher, as security for faithful performance of the Contract and for the payment of all persons performing labor under the Contract and furnishing materials in connection with this contract.
The surety on each bond shall be a duly authorized surety company satisfactory to the Owner and shall remain in force for a period of one year following final acceptance of the work by the Owner. The cost of the aforesaid bonds is to be paid by the Contractor and shall be included in the Bid submitted. In lieu of a performance bond, Chemung County will accept a cash deposit in the amount of $5,000.00 or one-hundred percent (100%) of the specific contract work, whichever is higher, accompanied by an indemnity agreement, in a format to be approved by the County Attorney.

1.09 Additional Security: If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such Bond shall cease to be adequate Security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified.

1.10 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.

a. Cancellation: This Contract may be terminated by the County of Chemung, with written notice being given to the Contractor 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Contractor’s receipt of said written notice from the County.

1.11 Contractor Status: The relationship of the Contractor to the County of Chemung shall be that of an independent Contractor. That the said Contractor in accordance with its status as an independent contractor, 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 of Chemung by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County of Chemung, including but not limited to Workers’ Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

1.12 Pertaining to General Municipal Law: The Contractor 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.

1.13 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.

1.14 Assignment and Subletting: The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

1.15 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.
1.16 Default: Provided always, these entire agreements are upon this condition, that if Contractor 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 Contractor in writing of Contractor’s default here-under and the Contractor has failed to correct such default within said seven (7) days, or if Contractor 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 Contractor and those claiming by, through or under Contractor, and remove Contractors 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.

1.17 Rejection or Acceptance: The right is reserved by the County to waive any irregularities or informalities in any bid, 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 bid of any other applicant without necessity of re-advertisement.

1.18 License Requirement: Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Chemung reserves the right to investigate thoroughly the finances, character, experience and record of each bidder and the final award will consider these aspects with the actual bid. The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

1.19 Contract Period: If applicable, and unless otherwise stated in the specifications, this bid may be accepted and work authorized by the County for a one year period and may be extended beyond the first year, for one additional year, at the same bid price, by mutual agreement between both parties (County of Chemung and awarded vendor or Contractor).

1.20 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.

1.21 Tax Exempt Purchasing By Contractor: The Contractor (or approved subcontractor) MAY be considered exempt from the payment of State Sales Tax, ONLY when purchasing those materials that will be incorporated in the County owned real property involved in the Contract, by obtaining a CONTRACTOR EXEMPT PURCHASE CERTIFICATE and presenting it when making such purchases. One source for obtaining this certificate is the Department of Taxation and Finance, Technical Services Bureau, W.A. Harriman Campus, Building 8, Room 104, Albany, New York 12227. THE CONTRACTOR SHALL NOT USE ANY COUNTY TAX EXEMPTION LETTER OR NUMBER.

1.22 N/A

1.23 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.

1.24 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 service contracts by qualified 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 there-under 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 there under 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. PLEASE REFERENCE SECTION 1.05 (Contractor's Insurance) AND SECTION 1.08 (Performance and Payment Bonds)
   e. 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.

1.25 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.

1.26 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 that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.27 Liquidated Damages: Costs to the municipality significantly rise if contracts are not professionally managed and completed on time. Therefore for most contracts, a provision for liquidated damages is included.

1.28 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.

1.29 Equal Employment Opportunity: During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Department 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 sub-contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
SECTION 1.02: SPECIFICATIONS

A. GENERAL CONDITIONS

1. Intent: Chemung County is looking for qualified vendors to provide Vehicle Upfitting Services to Chemung County Sheriff's vehicles. The quantities indicated are the County’s estimated usage for the first year of the contract. The County reserves the right to increase or decrease quantities in accordance with actual usage and does not guarantee orders or payments for any specific amounts or item(s).

The following specifications are intended to describe the parts and services required to upfit vehicles for the Sheriff’s office. Any items omitted from the specification that would adversely affect the safe operation, functionality, intended use and longevity of the vehicle upfits is to be considered part of the specifications. Any reference to manufacturers’ name, brand, or model is to establish the minimum standard for the equipment listed. Bidders may be equivalent manufacturers’ and models however, it will be the sole responsibility of the bidder to provide sufficient evidence of the equivalency of the products proposed. The bidder shall indicate on the Bid Form which item(s) are “equivalent” to those specified. The County is the sole and final arbiter of product equivalency.

All parts provided must be new. No refurbished parts shall be allowed.

2. Contract Term: The contract term shall be for a one year period, from the date of award. The contract may be extended for up to three (3) additional one (1) year periods under the same terms and conditions, including bid prices, upon mutual agreement between the County and the Successful Bidders.

3. a. Short-term Extension: In the event a replacement contract has not been issued, this contract may be awarded hereunder by the County, and may be extended unilaterally by the County for an additional period of up to one month upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

3. Award: Chemung County reserves the right to award this contract per item, or on a category or aggregate basis, whichever is most beneficial to Chemung County. Award shall be based on the lowest responsive and responsible vendor providing the lowest cost, and meets required qualifications.


Please reference the following bid document sections for information relating to contracting with Chemung County and/or political sub-divisions of Chemung County:

a. SECTION 1.05 (Contractor’s Insurance)
b. SECTION 1.08 (Performance and Payment Bonds)
c. SECTION 1.24 (Authorized Contract Users)
d. NOTICE OF AWARD
e. NOTICE TO PROCEED
f. AGREEMENT FORM
g. SITE ENTRY AND INDEMNITY FORM
5. **Bidder Qualifications:**
   a. All bidders shall submit the Certification of Experience form, included as part of the bid specifications, a part of their bid.
   b. All bidders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid specifications, as part of their bid.
   c. Chemung County may make such investigations it deems necessary to determine the ability of the Bidder to provide the services and/or goods described within the specifications. The bidder shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

6. **Non-Compliance:** The supply of sub-standard or non-specification compliant products by any awarded vendor shall be cause to reject the material and may also be cause for the County to cancel the vendor's contract in its entirety. Upon rejection of sub-standard contract material by an Owner, the Owner may purchase the material from an alternate source and charge the difference in cost between the bid price and the price paid to such alternate source to the rejected materials vendor.

7. **Pricing** shall include delivery and shall be quoted FOB Destination. No additional charges for freight or shipping and handling will be allowed.

Orders will be placed on an “as needed” basis by Chemung County Departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

Prior to payment, the items furnished and/or work performed will be inspected by the Chemung County Department or their designee to determine their conformity to specifications. Payments will not be made for items or work not meeting specifications.

8. **Price adjustments:** Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the Chemung County Legislature may any of the contract pricing be changed for any reason without prior written approval by the Chemung County Purchasing Department. The Vendor may request a price adjustment at time of renewal of a contract term and only one (1) price adjustment allowance per each one-year contract term extension shall be allowed. If a price adjustment request is made, the vendor shall give the County a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this bid and seek pricing from whatever sources legally available.

An example of the price adjustment calculation is as follows (figures are illustrative only):

\[
\begin{align*}
\text{CPI for current period} & = 232.945 \\
\text{CPI for previous period} & - 229.815 \\
\text{Equals index point change} & = 3.130 \\
\text{Divided by previous period CPI} & + 229.185 \\
\text{Equals} & = 1.0136
\end{align*}
\]
Result multiplied by 100 = 0.0136 x 100
Equals rounded percentage change = 1.4%

The contractor(s) has the sole responsibility to submit invoices at the adjusted bid prices on the applicable effective date and shall provide to the Chemung County Purchasing Department a copy of the index and other supporting documentation necessary to support the increase or decrease, as appropriate. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable effective date, the contractor shall be deemed to have waived its right to any increase in price, but the County shall not be barred from making adjustment in the case of a decrease determined in accordance with the above methodology.

9. Deviations to the specifications shall be submitted on the blank line below the specified item. Any change in manufacturer, model, size, container size, case count, or any other change outside of the listed specification must be noted. Alternate or Equal items bid without identifying the change in manufacturer, brand, model, size, etc. or any other change outside the list of specifications will not be considered for evaluation and award.

Order quantities must not be adjusted on the Bid Form when an item has a different package/case quantity than what is specified. Bidders should indicate the difference in size in the “Equivalent Make/Model” section on the Bid Form. The County will note the change in quantity at the time of bid award if the proposed product(s) are accepted and awarded.

10. Equivalency: Manufacturers name brands are listed to indicate a minimum requirement and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of a claim by any unsuccessful bidder concerning or relating to the issue for the “equal

11. Delivery of all vehicles shall be completely upfit and delivered to the Chemung County Sheriff’s Department, 203-209 William Street, Elmira, NY 14901.

12. Warranty for all parts shall be in accordance with the standard manufacturers’ warranty. Warranty information shall be provided to the County upon request. Bidders must indicate their warranty for services on the Bid Form.

13. County Contracts/New York State Contracts, the County reserves the right to purchase items pursuant to General Municipal Lay 104 from New York State Contracts, other government contracts, or New York State Preferred Sources within its discretion.
FORM FOR SUBMISSION OF BID FOR RFB-2397 VEHICLE UFPITTING SERVICES

The undersigned hereby declares that he/she has carefully examined all bid documents and all interpretations of any addenda and that he has satisfied himself 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 Advertisement for Bids and the 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 submitted on the Forms For Submission of Bid, for: Vehicle Ufpitting Services

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 or Contracts 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 # __________

________________________________________
Ward Apparatus LLC
Name of Company or Authorized Representative submitting bid

________________________________________
Signature of Bidder or Company Authorized Representative

Scott Beecher 4/13/22
Printed/Typed Name, Date

Ward Apparatus LLC 1250 Schweizer Rd. Horseheads NY 14845
Name and Address of Company

Ph. 607-796-0149  Fax 607-739-7092
Phone and Fax Numbers of Company

info@wardapparatus.com
E-mail

FORM FOR SUBMISSION OF BID CONTINUED ON NEXT PAGE
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.
Vendor Responsibility Form

Vendor Name: __Ward Apparatus LLC__________

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:

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: 4/13/22

(Attach Additional Sheets if Necessary)
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
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

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.

Authorized Signature for Bidder

Owner
Title

4/11/2022
Date

(Corporate Seal, if any)

(If no seal, write “No Seal” across this place and sign)
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: Ward Apparatus LLC

Address and Zip Code: 1250 Schweizer Rd. Horseheads NY 14845

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?
   Yes ___ No X ___
   If answer is yes, identify the most recent contract: ________________________________

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.

Scott Beecher Owner

Signature Date Name & Title Typed
BIDDER'S CERTIFICATION ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

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: Elmont, New York
        April 13, 2023

Ward Apparatus LLC
Name of Bidder

Signature of Authorized Official

Scott Beecher Owner
Printed or Typed Name of Official and Title

Sworn to before me this 13th day of April, 2023

DEBORAH M. ROCKWELL #4686293
NOTARY PUBLIC, State of New York
Qualified in Chemung County
My Commission Expires November 30, 2025
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
Owner
Title

4/13/22
Date
Ward Apparatus LLC
Company Name
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 and furnish required certificates of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said certificates of insurance 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 as a forfeiture of your BID BOND. 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_.

---------------------------------------------------------------------------------------------
COUNTY OF CHEMUNG OR POLITICAL SUBDIVISION NOTICE TO PROCEED

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 ______________

Contract Work Amount: $ ___________________________ Bond Amt: $_____________________

******************************************************************************************

PLEASE BE ADVISED that work may begin on the above contract on __________, 20____ and shall be completed on or before ______________________ 20____.

Owner Project Manager: ________________________________________________________________

PH: __________ FAX __________ Mobile PH: __________ Email: _______________________________

Project Engineer: _________________________________________________________________

PH: __________ FAX __________ Mobile PH: __________ Email: _______________________________

******************************************************************************************

You are required to return an acknowledged copy of this NOTICE TO PROCEED and the required performance and payment bonds for the as specified for contract work within five (5) business days of the date of this Notice to:

__________________________________________________________

Department of ________________________________________________________________

Street Address __________ PO Box __________ City __________________ State __________ Zip Code __________

Telephone __________________ Fax __________________

By: ____________________________________________________________

Department Head Signature __________________ Printed/Typed Name, Title __________________

DATED the ______________ day of ______________, 20___.

******************************************************************************************

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: ____________________________________________________________

Authorized Signature __________________ Typed Name/Title __________________

For: ____________________________________________________________

Organization ____________________________________________________________

DATED the ______________ day of ______________, 20___.
CHEMUNG COUNTY 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 Documents and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Iranian Energy Divestment Certification; Waiver of Immunity; Notice of Award; Notice to Proceed; Agreement form; Site Entry Agreement and Indemnity; Insurance Certificates; Bid Bond; and Performance Bond.
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

Printed/Typed Name

Company Name

Company Address

By: (Owner - County)

(Seal)

Christopher J. Moss,
Chemung County Executive
CHEMUNG COUNTY SITE ENTRY AGREEMENT AND INDEMNITY

Date: _________________________

Owned and/or Operated by the following:

CONTRACTOR: _______________________________ Print Name

_____________________________ Address

_____________________________ Telephone w/Area Code

_____________________________ 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.
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
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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).

<table>
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<tr>
<th>PRODUCER</th>
<th>NAME: Mark Reynolds</th>
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<tbody>
<tr>
<td>Swan Morris Insurance</td>
<td>PHONE: (607) 846-4481 1072</td>
</tr>
<tr>
<td>Elmira, NY 14902</td>
<td>FAX: (607) 732-0120</td>
</tr>
<tr>
<td>E-MAIL: <a href="mailto:MReynolds@SwanMorris.com">MReynolds@SwanMorris.com</a></td>
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**INSLURED**

<table>
<thead>
<tr>
<th>Ward Apparatus LLC</th>
<th>ADDRESS: 1250 Schweizer Road</th>
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<tr>
<td>Horsecapes, NY 14485</td>
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**COVERAGES**

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<th>TYPE OF INSURANCE</th>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

<table>
<thead>
<tr>
<th>AR</th>
<th>4001 Leaderhall Road</th>
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<tbody>
<tr>
<td>MT. LAUREL, NJ 08054</td>
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**CANCELLATION**

| 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 |

© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD.
FORM FOR SUBMISSION OF BID FOR RFB-2397 VEHICLE UPFITTING SERVICES

Please submit your bid pricing in the spaces provided. Please indicate any proposed equivalent products in the space below each line item. If equivalent products are not indicated, it will be assumed that bidder is submitting a bid for the manufacturer(s)/model(s) specified.

All pricing is to include all fees associated with the Upfitting Service, including but not limited to: delivery of products to the bidder’s location, pick-up and delivery of the vehicle(s) to be upfitted, and all labor charges to complete the service.

VEHICLE #1 - DODGE CHARGER (CURRENT PRODUCTION YEAR) - LIGHT BAR PATROL VEHICLE

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<thead>
<tr>
<th>Item #</th>
<th>Mfr.</th>
<th>Model #</th>
<th>Description</th>
<th>Qty</th>
<th>Bid Price Each</th>
<th>Total Bid Price</th>
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**VEHICLE #1 TOTAL:**
$12,863.64

Labor $3600.00
### VEHICLE #2—FORD UTILITY (CURRENT YEAR PRODUCTION)—LIGHT BAR PATROL VEHICLE

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<th>Item #</th>
<th>Mfr.</th>
<th>Model #</th>
<th>Description</th>
<th>Qty</th>
<th>Bid Price Each</th>
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<td>Siren Speaker, 100 Watt</td>
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**VEHICLE #3 TOTAL:**

$13,719.21

Labor $3,600.00

---

Ward Apparatus LLC

Name of Company or Authorized Representative submitting bid

Signature of Bidder or Company Authorized Representative

Printed/Typed Name, Date

Scott Beecher 4/11/2023

---

RFB-2397 Vehicle Ufitting Services

Page 26 of 40

03292022
BIDDER'S CERTIFICATION ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

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:  Flushing, New York  
April 13, 2023

Ward Apparatus LLC
Name of Bidder

Signature of Authorized Official

Scott Beecher Owner
Printed or Typed Name of Official and Title

Sworn to before me this 13th  
April day of 2023  

Deborah M. Rockwell

DEBORAH M. ROCKWELL #4686293
NOTARY PUBLIC, State of New York
Qualified in Chemung County
My Commission Expires November 30, 2025
(a) Any and all contracts made with any municipal corporation or any public department agency to provide also that the agency or official thereof, for goods, work or services for a period of five years after such refusal or
rejection of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or
public authority or an official, or an official of any public department agency, of any public department, subdivision, or
official, is hereby declared to be a misdemeanor, if any refusal of a person, when called before a grand
jury to testify concerning any transaction or contract of any public department agency, or

The Contractor and/or Vendor and/or Supplier pursuant to General Municipal Law, section 1033, hereof,

Authorized Signature for Bidder

Date

4/11/2022

Title

Other

STAMP ITEM NUMBER

CORPORATE SEAL, IF ANY

AC SEAL
CERTIFICATION OF BIDDER.

Where the certification is made 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 the date on which the bidder has been notified that any bidder or prospective bidder of any of the proposed subcontractors, shall be required to make a compliance report due under applicable instructions, unless such report is submitted.
Resolution awarding bid to Binghamton Precast and Supply Corp. on behalf of the Chemung County Department of Public Works (RFB-2433 - Concrete Box Culverts Watercure Hill Road)

Resolution #: 22-415
Slip Type: CONTRACT
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
This agenda item requests the County Executive and County Legislature review and approve a contract with Binghamton Precast and Supply Corp. to supply new box culvert sections for CR52 Watercure Hill Road at a cost of $43,698. Zeiser Wilbert was the only other bidder; their cost was $51,000.

This is a budgeted and approved project in the DPW 2022 Capital Budget (Project BP03), with $210,000 set aside for all aspects of the project.

Binghamton Precast's bid package and the bid tab are both attached for your information.

Please contact me with any questions.

Thanks,
Andy Avery

ATTACHMENTS:

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FORM FOR SUBMISSION OF BID RFB-2433 CONCRETE BOX CULVERT WATERCURE HILL ROAD

The undersigned hereby declares that he 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 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:

RFB-2433 CONCRETE BOX CULVERT WATERCURE HILL ROAD

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 # __________  Addendum # __________  Addendum # __________

Binghamton Precast + Supply Corp.

Name of Company or Authorized Representative submitting bid

[Signature]

Date

J. Abbey, President

Signature of Bidder or Company Authorized Representative  Date

Binghamton Precast + Supply Corp.  18 Phelps St., Binghamton, NY 13901

Name and Address of Company

1-607-722-0334  1-607-722-0496  Sales@binghamtonprecast.com

Phone and Fax Numbers of Company  E-mail

FORM FOR SUBMISSION OF BID FOR CONTINUED ON NEXT PAGE
FORM FOR SUBMISSION OF BID FOR RFB-2433 - CONCRETE BOX CULVERTS (Watercure Hill Road - 2022)
(Continued)

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* Delivery available in October

Binghamton Precast Supply Corp.

Name of Company or Authorized Representative submitting bid

Signature of bidder or company Authorized Representative

Printed/Typed Name, Date

END OF SECTION
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

Vendor Name: Binghamton Precast Supply Corp.

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:

A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?

ANSWER ALL QUESTIONS

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: 6/7/22

(Attach Additional Sheets if Necessary)
NON-COLLABORATIVE 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; and

(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: [Signature]

Date: [1/22]

All bidders must sign this certification prior to 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: [Signature]

President

[Name]

Date: 4/7/23

(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:  
President

Date: 6/1/22

Title

Company Name

Binghamton Precast Supply Corp.
BIDDER'S CERTIFICATION ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

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: Brome, New York
       June 7, 2022

Binghamton Precast + Supply Corp.

Name of Bidder

Signature of Authorized Official

Jay Abbey, President

Printed or Typed Name of Official and Title

Sworn to before me this
7th day of June, 2022

ROBYN E. FURGESON
Notary Public, State of New York
Qualified in Broome County
Commission Expires April 21, 2023
Registration No. 01FU05076431

RFB-2433 Page 19 of 24 2022
COUNTY OF CHEMUNG, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name  Binghamton Precast Supply Corp
Company Address  18 Phelps St.
Company City/State/Zip  Binghamton, NY 13901

Bid Number and Title  RFB-2433  Concrete Box Culvert for Watercure Hill Road
Advertisement Date  Bid Opening Date  6/14/2022

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__.
CHEMUNG COUNTY SITE ENTRY AGREEMENT AND INDEMNITY

Date: ____________________

Owned and/or Operated by the following:

CONTRACTOR: Binghamton Precast & Supply Corp  Print Name
18 Phelps St. Address
Binghamton, NY 13901
1-607-722-0334 Telephone w/ Area Code
Jay Abbey Person to Contact

SITE/PROJECT: RFB-2433 Concrete Box Culvert for Watercure Hill Road

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.
INDEMNITY: To the fullest extend permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from any 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:

Binghamton Precast + Supply Corp.
(Name of Company)

Jay Abbey, President
(Print Name & Title)

(Signature)

APPROVAL OF OWNER:

Christopher J. Moss,
Chemung County Executive
CHEMUNG COUNTY 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 Documents and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Waiver of Immunity; Notice of Award; Notice to Proceed; Agreement form; Site Entry Agreement and Indemnity; Insurance Certificates; Bid Bond; and Performance Bond.
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

Printed/Typed Name

Company Name

Company Address

By: (Owner - County)

(Seal)

Christopher J. Moss,
Chemung County Executive
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERES 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
Haylor, Freyer & Coon, Inc.
PO Box 4743
Syracuse NY 13221

CONTACT NAME
Kathy Mury
PHONE (A/C No. Exp.): 315-453-2170
E-MAIL: kmury@haylor.com
ADDRESS: kmury@haylor.com

INSURED
Binghamton Precast and Supply Corp.
18 Phelps St.
Binghamton NY 13901

INSURER(S) AFFORDING COVERAGE
INSURER A: Continental Casualty Company
20443
INSURER B: Transportation Insurance Company
20494
INSURER C: Continental Insurance Company
36289
INSURER D: Technology Insurance Co.
42376

CERTIFICATE NUMBER: 1449630164

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

CERTIFICATE HOLDER
Chemung County - City of Elmira Purchasing Department
John H. Hazlett Building, 2nd Floor
203 Lake Street
Elmira NY 14901

CANCELLATION

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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STAMP ITEMNUMBER
It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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6. Estates, Legal Representatives and Spouses
7. Expected Or Intended Injury – Exception for Reasonable Force
8. In Rem Actions
9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability – Damage To Premises
12. Medical Payments
13. Non-owned Aircraft Coverage
14. Non-owned Watercraft
15. Personal And Advertising Injury – Discrimination or Humiliation
16. Personal And Advertising Injury - Limited Contractual Liability
17. Property Damage – Elevators
18. Supplementary Payments
19. Property Damage – Patterns, Molds and Dies
20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation – Blanket
1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization’s liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization’s financial control of a Named Insured; or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner’s liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization’s liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured’s maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.
coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or display, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
   a. the Named Insured's acts or omissions; or
   b. the acts or omissions of those acting on the Named Insured's behalf,
in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

J. Vendor

Any person or organization but only with respect to such person or organization’s liability for bodily injury or property damage arising out of your products which are distributed or sold in the regular course of such person or organization’s business, provided that:

1. The coverage granted by this paragraph does not apply to:
   a. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
   b. any express warranty unauthorized by the Named Insured;
   c. any physical or chemical change in any product made intentionally by such person or organization;
   d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
   g. products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
   h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      (1) the exceptions contained in Subparagraphs d. or f. above; or
      (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph J. also does not apply:
   a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
   b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
   c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.
The coverage granted by this paragraph does not apply to any person or organization:

1. for bodily injury, property damage, or personal and advertising injury arising out of the rendering or failure to render any professional service;

2. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor

3. for bodily injury or property damage included within the products-completed operations hazard except to the extent all of the following apply:
   a. this Coverage Part provides such coverage;
   b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSURED Provision requires the Named Insured to provide the additional insured such coverage; and
   c. the bodily injury or property damage results from your work that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

   If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

   Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

   The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

   The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.
5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

   a. on the effective date of this Coverage Part; or
   
   b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, and of this endorsement's JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

   a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
   
   b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES - Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:
This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. **IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. **INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a health care incident:

A. Under **COVERAGES, Coverage A - Bodily Injury And Property Damage Liability** the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

   b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

      (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

      (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A - Bodily Injury And Property Damage Liability** the paragraph entitled **Exclusions** is amended to:

   i. add the following to the **Employers Liability** exclusion:

      This exclusion applies only if the **bodily injury** arising from a health care incident is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

   ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

      This insurance does not apply to:

      **Contractual Liability**

      the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

   iii. add the following additional exclusions.

      This insurance does not apply to:

      **Discrimination**

      any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

      **Dishonesty or Crime**

      Any actual or alleged dishonest, criminal or malicious act, error or omission.

      **Medicare/Medicaid Fraud**

      any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

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CNA75101NY (8-15)
Page 7 of 13
«PolWUCompany»
Insured Name: «CusChangeName»

Policy No: «PolNumber»
Endorsement No: «Sequence»
Effective Date: «EndEffectiveDate»

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured’s employees or volunteer workers in the rendering of:

a. professional health care services on behalf of the Named Insured or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of Insured to:

a. add the following:

- the Named Insured’s employees are Insureds with respect to:

  (1) bodily injury to a co-employee while in the course of the co-employee’s employment by the Named Insured or while performing duties related to the conduct of the Named Insured’s business; and

  (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured’s business;

  when such bodily injury arises out of a health care incident.

- the Named Insured’s volunteer workers are Insureds with respect to:

  (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured’s business; and
Manufacturers’ General Liability Extension Endorsement - New York

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other valid and collectible insurance, self-insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations; nor
- the conduct of a current or past limited liability company in which a Named Insured's interest does/did not rise to the level of management control;

except that if the Named Insured was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the policy period, then such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;

b. the bodily injury or property damage first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:
Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:

   a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and

   b. contents of such premises if the premises is rented to the Named Insured for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

   (ii) That is property insurance for premises rented to a Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a Named Insured is excluded by another endorsement attached to this Coverage Part.

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under COVERAGE C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

   (1) $15,000 unless a different amount is shown here: $<insert ($) amount>; or

   (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

   (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the Named Insured; and

3. the aircraft is not being used to carry persons or property for a charge.
14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
   (a) less than 75 feet long; and
   (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

   • Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

   1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

      This insurance does not apply to:

      Knowing Violation Of Rights Of Another

      Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation:

      (a) is based solely on disparate impact or vicarious liability; and
      (b) is not done intentionally by or at the direction of the Named Insured; or any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

   2. add the following exclusions:

      This insurance does not apply to:

      Employment Related Discrimination

      Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

      Premises Related Discrimination

      discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

      Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

      The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

      • Provision 1. ADDITIONAL INSUREDs of this endorsement; or
      • attachment of an additional insured endorsement to this Coverage Part.
16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.

This exclusion does not apply to liability for damages:

(1) that the Insured would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an insured contract provided the offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of personal and advertising injury provided:

(a) liability to such party for, or for the cost of, that party’s defense has also been assumed in such insured contract; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered damages are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured’s business under which the Named Insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

   d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer’s request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B – Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000 limit; and

B. Paragraph 1.d. is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000 limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but only with respect to patterns, molds or dies that are in the care, custody or control of the Insured, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per policy period applies to this PROPERTY DAMAGE - PATTERNS MOLDS AND DIES coverage, and this limit:

A. is included within the General Aggregate Limit as described in LIMITS OF INSURANCE; and

B. applies excess over any valid and collectible property insurance available to the Insured, including any deductible applicable to such insurance; the Other Insurance condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured's ongoing operations; or

2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and

2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
General Aggregate Limit - Designated Projects Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction or Service Projects:

| list designated construction or service projects |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**NOTE TO I.T.: NO LIMITATION ON THE NUMBER OF ROWS. THE SCHEDULE SHOULD BE REPEATABLE**

It is understood and agreed as follows:

I. For each single designated construction or service project shown in the Schedule above, a separate Designated Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and

B. all medical expenses under Coverage C;

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Designated Project General Aggregate Limit applicable to any other project.

II. All:

A. damages under Coverage B, regardless of the number of locations or projects involved;

B. damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single designated project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and

C. medical expenses under Coverage C, caused by accidents which cannot be attributed solely to ongoing operations at a single designated project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular designated project.

IV. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If the applicable scheduled construction or service project has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.
This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
NEW YORK EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added SECTION II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a minimum of 51% of the voting stock on the date of inception of this Coverage Form; provided that,

    b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain a minimum of 51% ownership interest.

The insurance afforded by this provision A.2.:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

   (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An employee of yours is an insured while operating a covered auto or an auto hired or rented under a contract or agreement in that employee’s name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision A., includes those policies that were in force on the inception date of this Coverage Form but:

a. Which are no longer in force; or

b. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from $2,000 to $5,000, and

2. In a.(4), the limit for the loss of earnings is changed from $250 to $500 a day.
SECTION II, Paragraph B.5. does not apply. Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. Physical Damage Coverage

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles

The following is added to SECTION III, A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expense

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to SECTION III, Paragraph A.4.

C. We will pay up to $500 for loss to Personal Property which is:

(1) Owned by an insured; and

(2) In or on the covered auto.

This coverage applies only in the event of a total theft of your covered auto.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to SECTION III, Paragraph A.4.:

D. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of loss to a covered auto. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered auto; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:
(a) Necessary and actual expenses incurred; or,
(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve autos available to you for your operations.

4. If loss results from the total theft of a covered auto of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired “Autos”

The following is added to SECTION III, Paragraph A.:

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered auto you lease, hire, rent or borrow without a driver; and

b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $50 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned autos.

e. Such physical damage coverage for hired autos will:

(1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of $750 per accident.

H. Airbag Coverage

The following is added to SECTION III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to SECTION III, Paragraph B.5.

Subject to the following, the diminution in value exclusion does not apply to:
a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee’s name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installment of substantial parts.

d. The most we will pay for loss to a covered auto in any one accident is the lesser of:

(1) $5,000; or
(2) 20% of the auto’s actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to SECTIONS II and III:

1. Any auto you don’t own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:

a. An auto owned by that “executive officer” or a member of that person’s household; or

b. An auto used by that executive officer while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

(1) Equal to the greatest of those coverages afforded any covered auto; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, “executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person’s spouse.

Such executive officers are insured while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to SECTION IV, Paragraph A.2.a.

(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to SECTION IV, Paragraph A.2.b.

(6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to SECTION IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.
C. Policy Period, Coverage Territory

SECTION IV. B. 7. e. (1), is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. Definitions

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.
Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2022
Insured Binghamton Precast & Supply, Corp.
Insurance Company Technology Insurance Company, Inc.

Endorsement No. 0

Countersigned by

WC 00 03 13
(Ed. 04-84)
Opened: June 16, 2022 and June 22, 2022

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PreCast Concrete Box Culvert Units (inside dimensions) **
Assumes 0 to 15-degrees Skew

No Addendums to this Bid

Bidders | Zeiser Wilbert Vault
--------|----------------------
CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

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*Delivery available in October
Resolution awarding bid to Binghamton Precast and Supply Corp. on behalf of the Chemung County Department of Public Works (RFB-2437 - Concrete Box Culverts - CR35 Chambers Road)

Resolution #: 22-416
Slip Type: CONTRACT
SEQRA status: False
State Mandated False

Explain action needed or Position requested (justification):
This agenda item requests Executive and Legislative approval of a $118,670.20 award to Binghamton Precast and Supply Corp. for new concrete culvert sections for the CR35 Chambers Road project. (This is located on the backside of CR35, as you head west from Catlin Town Hall to NYS Route 414.)

We had 4 bidders; Binghamton Precast and Supply Corp. was the low bidder and was able to meet our desired delivery date for the culvert sections. The cost of the culvert sections fits well into our $350,000 overall budget for the project.

Please contact me with any questions.

Thanks,
Andy Avery

ATTACHMENTS:

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# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

**RFB-2437 Concrete Box Culverts (Chambers Road)**

for Public Works

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**FABRICATION/DELIVERY SCHEDULE**

- **Delivery Date**: October 30, 2022
- **Alternate Date**: 11-Nov-22

**Contract Date**: October 30, 2022

**Notes**:

1. By placing your initials next to the delivery date indicates the delivery date is agreed upon and the product will be delivered no later than the date specified.

2. Please specify an alternate delivery date ONLY if the contract date is not attainable. Please note, alternate dates will be considered as product availability and shall be used as criteria in the award process.

*Bidder Initials are required to be considered for award. Only provide an alternate date if the specified date is not attainable. (See notes below)*
Waiver of Immunity missing seal
Resolution awarding bid to JC Smith, Inc. on behalf of the Chemung County Department of Public Works (RFB-2425 - Two Full Size Silent Message Boards)

**Resolution #:** 22-417  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**
This agenda item seeks Executive and Legislative review and approval to award RFB-2425 for (2) Variable Message Signs to JC Smith, Inc. at a cost of $39,980 and reject the bid of Garden State Highway as it did not meet bid specifications.

We received 3 bids, ranging from $37,974.29 to $55,642.08 (see attached bid tab.)

JC Smith, the 2nd low bidder, is the authorized dealer for our region and the only bidder to meet all bid specifications. See attached authorized dealer letter and e-mail with County Attorney approval to reject the low bidder.

This equipment purchase was budgeted and approved in the 2022 DPW Capital Budget, with a budget amount of $45,000.

Please contact me with any questions.

Regards,

Andy Avery

**ATTACHMENTS:**

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Please see below we should be good to go!!!

Follow forwarded message:

From: "Hussain, M. Hyder" <hhussain@chemungcountyny.gov>
Date: June 30, 2022 at 3:56:17 PM EST
To: "Wise, Tricia" <twise@chemungcountyny.gov>
Cc: "Dailey, Anne-Marie" <adailey@chemungcountyny.gov>
Subject: RE: RFB-2425

HI,

I am okay with the rejections.

Hyder

Hyder – for your review and approval. DPW would like to reject the low bidder not meeting specs due their closest location not being within 50 mile radius of county and awarding the next low bidder who meets specs.

Thank you,

Tricia
Tricia –

See below and attached.

Please advise if you need anything else.

Thanks,
Andy

From: Collins, Tim
Sent: Tuesday, June 28, 2022 12:11 PM
To: Avery, Andrew <aavery@chemungcountyny.gov>
Subject: RFB-2425

Andy
On June 14 2022 RFB-2425 was open and we received three bids. The two lowest bid were for the same brand message board. The lowest bid was Garden State Highway Products GSHP is not within the fifty mile radius of Chemung County that the bid calls for in bid specs The bid specs states (Must be able to perform repairs and maintenance as required and must be within a 50 mile radius) The county has major issue with the last boards we purchased that the vendor was located beyond the fifty mile radius. JC Smith is the authorized dealer for Solar Tech Message Boards for Chemung County see attached letter It is in the best interest of the county to award the bid to JC Smith as they are within the fifty mile range

Chemung County Highway
Equipment Services Manager
Timothy J Collins
803 Chemung St
Phone 607-739-3898
Cell 607-373-8028
Fax 607-769-2146
June 28, 2022

J.C. Smith, Inc.
Attn: John Smith
345 Peat Street Syracuse, NY 13210

John,

This letter will confirm that J.C. Smith, Inc., is an authorized dealer for Solar Technology equipment for Chemung County, NY and is the only authorized factory trained dealer to sell the full line of SolarTech manufactured products in this state.

All SolarTech equipment is covered by a five-year limited warranty, and equipment sold by J. C. Smith will be covered by that warranty.

Thank You,

Brad Nanna

V.P. Sales Solar Technology, Inc.

Harness the Power of the Sun
# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

## RFB-2425

Two Full Size Silent Message Boards

**Bid Opening:** 6/14/2022

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<th>JC Smith Inc</th>
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<td>Overall Operating Length - 108'' (274 cm)</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Overall Towing Legnth (152'' (386 cm)</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Width Overall (77'' (196 cm)</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Width Across Fenders (77'' (196cm)</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Height Traveling (101''(257 cm)</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Feature</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Ground Clearance (13” (33cm)</td>
<td>X</td>
<td>X</td>
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<td></td>
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<tr>
<td>Height Traveling (101” (257 cm)</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
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<tr>
<td>Ground Clearance (13” (33cm)</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Height Operating (142” (360 cm)</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Weight of MB II Panel (2000 lbs (907kg)</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coupler (2” (50mm) ball or (3” (76mm) pintle ring</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
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<tr>
<td>Lifting Mechanism (1,000 lb electric linear actuator)</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Axle/Suspension (Torq flex, independent)</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brakes (Hydraulic Surge Brakes (5,000 lb Capacity)</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENERGY SOURCE:</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Number of batteries (Four (4) Standard lead acid (Flooded)</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery Bank capacity (540 Amp Hours)</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feature Description</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<td>----------------------------------------------------------------------------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery Status Indicator (Display battery voltage, charging activity and low battery condition)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Battery Security (anti-theft steel security frame bolted to trailer)</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Battery Security (Vandal-Proof Battery Box reinforce steel cage)</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td><strong>RADAR OPTIONS:</strong></td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Radar Options (Directional Doppler k-band. User-confguration KPH or MPH. Data collection and Statistical analysis package.)</td>
<td>X</td>
<td>X</td>
<td>X</td>
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* Blank form for submission of bid
Missing corporate seal on waiver of immunity
CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2425
Two Full Size Silent Message Boards
Bid Opening: 6/14/2022

MS Unlimited Inc

AMERICAN SIGNAL CMST333 FULL MATRIX

$55,642.08

137.5
159
79.5
79.5
79.5
107.5
<table>
<thead>
<tr>
<th>Explanation</th>
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Resolution re-creating Laborer position on behalf of the Chemung County Sewer Districts

Resolution #: 22-418
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 a Laborer position within the Chemung County Sewer Districts. This position was budgeted for in our 2022 budget and is vacant as a result of the termination of a Laborer(TS). This position will be filled by an external applicant.

ATTACHMENTS:

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<tr>
<th>File Name</th>
<th>Description</th>
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<tbody>
<tr>
<td>No Attachments Available</td>
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</table>
Resolution re-creating Legal Secretary position on behalf of the Chemung County District Attorney's Office

**Resolution #:** 22-419  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**  
Resolution re-creating (1) full-time Legal Secretary position in the District Attorney's Office due to the resignation of MD.

**ATTACHMENTS:**

<table>
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<tr>
<th>File Name</th>
<th>Description</th>
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<th>Upload Date</th>
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STAMP_ITEMNUMBER
Resolution re-creating Special Investigator position on behalf of the Chemung County Public Defender’s Office

Resolution #: 22-420  
Slip Type: PERSONNEL  
SEQRA status: False  
State Mandated: False

Explain action needed or Position requested (justification):

ATTACHMENTS:

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No Attachments Available
Resolution re-creating position as contained in the Staffing Plan for the Chemung County Health Department

<table>
<thead>
<tr>
<th>Resolution #:</th>
<th>22-421</th>
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<tbody>
<tr>
<td>Slip Type:</td>
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<tr>
<td>SEQRA status</td>
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</tr>
<tr>
<td>State Mandated</td>
<td>False</td>
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</tbody>
</table>

**Explain action needed or Position requested (justification):**

Authorization is requested to re-create the position of full-time WIC Nutritionist in the WIC (Women, Infants, and Children) program of the Health Department.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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<tr>
<td>WIC_Nutritionist_-_job_description.pdf</td>
<td>WIC Nutritionist job description</td>
<td>Cover Memo</td>
<td>6/29/2022</td>
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<tr>
<td>Copy_of_Personnel_Requisition_Attachment_6-21-22_-_WIC.pdf</td>
<td>WIC-Personnel Requisition</td>
<td>Cover Memo</td>
<td>6/29/2022</td>
</tr>
</tbody>
</table>
WIC NUTRITIONIST

Department: Health
Classification: Competitive
Adopted: 11/03/97
Revised: 11/03/08; 02/04/2014
By: Regional Civil Service Commission

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nutrition position involving responsibility for planning, administering and evaluating nutritional components of a local agency WIC program, a supplemental food and nutrition education program for women, infants and children from low income families who are at nutritional risk. The position involves assessment of nutritional requirements of clients, planning for provision of a food package and counseling appropriate for the individual's physical and medical needs along with providing nutrition education to adequately meet their regular and therapeutic diets. The work is performed under general supervision of the WIC Coordinator with leeway allowed for exercise of independent judgment in carrying out technical details of nutritional aspects of the job. The incumbent in this position may be required to work evening or weekend hours. Supervision may be exercised over the work of subordinate staff involved with nutritional aspects of the program. 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 those examples listed here.)
- Assesses nutritional need of clients and prepares a dietary care plan by comparing food intake against standards for nutrition of normal individuals;
- Counsels clients and their families regarding foods available through the WIC program and nutrients provided by these foods and additional foods required to assure satisfaction of complete nutritional needs;
- Provides for the review of nutrient needs of clients as affected by medical regimens, drug therapy or physical limitations and determines eligibility for participation in the WIC program;
- Plans and conducts in-service training programs in nutritional care for the staff of the WIC program, County Health Department and other local agencies and interested community groups;
- Conducts individual and group counseling for clients on maternal and child health nutrition and advises on dietary modifications;
- Plans and evaluates methods and materials used in nutrition education aspects of the program appropriate to the educational level and cultural needs of clients;
- Participates in State, regional and local conferences and meetings to keep abreast of new developments in the field of nutrition and WIC programs;
- Advises client's families and staff on available community resources in foods and nutrition such as home delivered meals, Title VII nutrition programs, food stamp programs and homemaker services;
- Establishes working relationships with local health, social service and education agencies to further program objectives;
- Prepares and maintains a variety of records and reports related to the work.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS: Thorough knowledge of the principles and practices of nutrition and diet therapy; thorough knowledge of the relationship of nutrient intake to health and to restorative and rehabilitative treatment; thorough knowledge of how various disease states and medical regimens alter nutrient needs; thorough knowledge of processes involved in menu planning, marketing and food preparation, and ability to advise on organizing and directing these processes effectively, efficiently and economically; ability to establish and maintain effective working relationships with program clients and staff; ability to understand and follow complex oral and written instructions; ability to speak clearly and effectively to individuals and to groups; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:
A) Possession of a bachelor's degree with major studies in food and nutrition from a regionally accredited or New York State registered college or university; or
(B) Registration as a dietician by the American Dietetic Association.
ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: ____________________________ Health Department ____________________________ DATE: 6/21/22

1. Position Title: WIC Nutritionist FT X PT ____ Prior Resolution 14-502
Action Requested: Creation ____ Re-Creation X Other ________________________________
Salary/Grade: Single Rate Grade 5 Wage Range $46,874/year ____ Civil Service Approval: Y X N ____
Budget Account: 10-4010-4082-50100 Funds Available: Y X N ____
Reimbursement: Federal 0 % State 100 % Local ____ 0 % Salary/Fringes Covered: Y X N ____
Vacancy Due To: Resignation X Retirement ____ Promotion ____ Other __________________________
Attachments: Y X N ____

STAMP_ITEMNUMBER
Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Jail

<table>
<thead>
<tr>
<th>Resolution #:</th>
<th>22-422</th>
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<tbody>
<tr>
<td>Slip Type:</td>
<td>PERSONNEL</td>
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<tr>
<td>SEQRA status</td>
<td>False</td>
</tr>
<tr>
<td>State Mandated</td>
<td>False</td>
</tr>
</tbody>
</table>

**Explain action needed or Position requested (justification):**

Re-create (10) Part-Time Correction Officer positions as contained in the Staffing Plan for the Chemung County Jail due to the resignations $21.61 - $32.63 per hour.

Re-create one (1) full-time Corrections Officer position due to a retirement of J.V. $21.61-$32.63 per hour

**ATTACHMENTS:**

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<tr>
<th>File Name</th>
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<tr>
<td>No Attachments Available</td>
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</table>
Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility

Resolution #: 22-423
Slip Type: PERSONNEL
SEQRA status False
State Mandated False

Explain action needed or Position requested (justification):
The Nursing Facility is requesting the following positions are re-created in accordance with the approved staffing plan:

(1) One - Cleaner, FT

Thank you for your consideration. Previous resolution 22-139

ATTACHMENTS:

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<tr>
<th>File Name</th>
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</thead>
<tbody>
<tr>
<td>Copy_of_Personnel_Req_JUL_22_-_1_cleaner.pdf</td>
<td>Cleaner position</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
</tbody>
</table>
## ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

**DEPARTMENT:** Nursing Facility  
**DATE:** 7/6/22

### 1. Position Title: Cleaner  
Action Requested: Creation ______ Re-Creation ______ Other ______  
Salary/Grade: CSEA Grade 1B  
Wage Range: $13.20-$16.79/hr  
Civil Service Approval: Y_  
Budget Account: 50-6017-8240-50100  
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_  

### 2. Position Title: Cleaner  
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: Cleaner  
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_
Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services

Resolution #: 22-424
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

one (1) Social Welfare Examiner Trainee (CE), CSEA Grade 8, $17.58 per hour, 75% reimbursement, due to resignation. See attached rationale.

one (1) Caseworker (BB), CSEA Grade 12, $23.28 per hour, 67% reimbursement, due to resignation.

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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.
Resolution creating Operator I position on behalf of the Chemung County Sewer Districts

Resolution #: 22-425
Slip Type: PERSONNEL
SEQRA status State Mandated False

Explain action needed or Position requested (justification):

This agenda item respectfully requests the approval to create an Operator I position within the Chemung County Sewer Districts. This position would be filled internally with the promotion of a current Maintenance Worker I (DH). This Maintenance I worker has received his NYS Grade 2 Wastewater Treatment Plant Operator’s license and is already performing the duties required of a WWTP Operator I. Job reclassification of this position was approved at the April 5th Civil Service Commission meeting.

ATTACHMENTS:

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No Attachments Available
Resolution creating Maintenance Worker III position on behalf of the Chemung County Sewer Districts

Resolution #: 22-426
Slip Type: PERSONNEL
SEQRA status False
State Mandated False

Explain action needed or Position requested (justification):
This agenda item respectfully requests the approval to create a Maintenance Worker III position within the Chemung County Sewer Districts. This position will be a working foreman on the collections crew. The Maintenance Worker III will report directly to the Sewer System Maintenance and Inspection Crew Leader and will assist in planning, scheduling projects, and ordering parts. This opening will be filled provisionally, pending test results, by promotion of a current Maintenance Worker. We will not be backfilling the position that will be vacated by this promotion. The job specifications were approved by the Civil Service Commission on 3/1/2022.

ATTACHMENTS:

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<th>File Name</th>
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<td>No Attachments Available</td>
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</table>
Resolution overriding County Executive's Veto of Introductory Local Law No. 4 for the Year 2022 a Local Law amending 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" to redraw legislative district boundaries in response to the 2020 Decennial Census

Resolution #: 22-427
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

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<td>County Executive's Veto</td>
<td>Cover Memo</td>
<td>7/20/2022</td>
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<td>Resolution 22-392</td>
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<td>7/20/2022</td>
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<td>Resolution overriding veto</td>
<td>Cover Memo</td>
<td>7/20/2022</td>
</tr>
</tbody>
</table>
July 19, 2022

Cynthia Kalweit, Clerk
Chemung County Legislature
203 Lake Street
Elmira, New York 14901

Dear Cindy:

**Report of County Executive**

After careful review of Local Law No. 4 for the year 2022, I am issuing an Executive Veto. The Committee empaneled to review Redistricting and Efficiency of County Government Operations has failed to conduct a thorough review of the redistricting process.

- In February of 2022, an official request was made to the Chairman of the Legislature, who appointed the Committee, to remove Legislator Michael Smith for previously making disparaging remarks against women and African Americans. The behavior exhibited by Mr. Smith clearly indicates his inability to objectively participate in discussions and the decision-making process involving this Committee.

- The Legislative Chairman has failed to diversify the group with any persons of color.

- The Legislative Chairman has failed to diversify the group by having any female representation on the Committee.

- The Committee failed to review whether the number of Legislative Districts in Chemung County is excessive for the declining population. In an email dated January 15, 2021, the Legislative Chairman indicated that the Committee being formed would be tasked with “oversee a study of the size of Legislative districts and government for the County, compared to others in New York State”. This task was never completed.
• The lack of transparency of this Committee was evident by its Chairman, Thomas Sweet, utilizing his personal email account to conduct Committee business

I am respectfully requesting that an independent Redistricting Committee be empaneled and that this issue be handled in a fair and bipartisan manner to the benefit of the residents of Chemung County.

Respectfully submitted,

Christopher J. Moss
Chemung County Executive

Attachments:

Letter to Chairman Manchester dated 2/23/22
Letter to Chairman Manchester dated 3/4/21
Letter to Legislators dated 2/22/21
Letter to Chairman Manchester dated 2/22/21
Legislator Sweet’s emails
Chairman Manchester’s email dated 1/15/21
Letter from Chairman Manchester dated 2/22/21
February 23, 2022

David Manchester, Chairman
Chemung County Legislature
203 Lake Street
Elmira, New York 14901

Dear Chairman Manchester:

At this time, I am respectfully requesting that the committee you empaneled, via Resolution 21-056, dealing with redistricting and government efficiency, be disbanded and a Local Law be established creating an official Redistricting Committee who will undertake an unbiased review of the entire redistricting process which would include an evaluation of the number of Legislative districts.

As outlined in my correspondence dated February 22, 2021, issues surrounding the redistricting process should be handled by a bipartisan group of community members as opposed to a group of Legislators looking out for their own self-interests. I have multiple concerns involving the make-up of your appointment to this committee as well as a lack of transparency involving Resolution No. 22-031 which allocates $48,000 in taxpayer funds to conduct the redistricting process; and, it would appear that the work being conducted by New York Census & Redistricting Institute does not include reviewing the number of Legislative districts within Chemung County and how it compares with other counties throughout the State. There is no female representation on the committee, yet Chemung County is comprised of 51% females. There are no persons of color on the committee, yet Chemung County is comprised of 8% of persons of color. This is obviously unacceptable, and whether this is an oversight, or intentional, it needs to be addressed immediately as this committee should attempt to reflect the citizenry of Chemung County.

In our previous correspondence, I also requested that Legislator Michael Smith be removed from this committee due to the multiple degrading comments he has made about persons of color and women which this committee lacks in representation. I am also concerned with the fact that the Legislator you appointed as Chairman of the committee, Tom Sweet, is utilizing his personal email account registered to Tom and Mary Sweet as opposed to his official County assigned email account to correspond with the vendor who was ultimately selected by the committee to conduct
the study. This is inappropriate conduct which lacks transparency. Furthermore, the comment made by Mr. Sweet when asked if he thought that women and persons of color should have been placed on the committee, “I wouldn’t be against it, but um, I know I have no qualms with that”, is unacceptable. I would have hoped that Mr. Sweet simply would have said yes, the committee should reflect the community it serves.

An additional issue involving transparency, I am unable to locate any of the quotes from additional vendors regarding the redistricting work being sought by the committee. The County’s rules pertaining to professional services with the amount of funding outlined in the resolution should require three (3) quotes. These quotes, as well as signed agreements, should be made available to the Executive branch as well as the Purchasing Department. Until such time they are supplied, the purchase order will not be processed. I have attached a copy of the February 22, 2021 correspondence to the Legislature for your reference as well as other supporting documentation. I will be forwarding a route slip to your attention regarding a Local Law initiating the process of an Independent Redistricting Committee.

Thank you for your attention to this matter.

Sincerely,

Christopher J. Moss
County Executive

Attachments:

Letter to Legislature dated 2 22 21
Route Slip Outlining Services Provided by NY Census
Email (Tom Sweet) 11 22 21 (Personal Account)
March 4, 2021

Mr. David Manchester, Chairman
Chemung County Legislature
203 Lake St., P.O. Box #588
Elmira, NY 14902-0588

Dear Mr. Manchester:

In follow-up to your correspondence, dated 02/22/21, I would like to address multiple points outlined in your response.

First and foremost, nowhere in my letter did I indicate or insinuate that any member of the Legislature, other than 14th District Legislator Michael Smith, is incapable of coming to an unbiased decision involving the structure of county government. I find having that paragraph outlined in your response insulting to say the least. At no time did I indicate that I had sent you an email in reference to this issue. As previously stated, I met with you on 06/25/19 pertaining to a comment that Mr. Smith... "The purpose of sharing this information with you was that I'm personally familiar with Mr. Smith from his previous role as EMO Director, which during that time he had made other disparaging remarks. These remarks include having personally heard Mr. Smith refer to a group of African American children as “niggers,” and I have also heard Mr. Smith indicate that “black men were ruining white women for all us small white guys.” I previously spoke with the former County Executive about Mr. Smith’s behavior as well, after learning about an incident that took place at a local eatery whereupon Mr. Smith was telling off-color jokes.

I shared these issues with you because I felt the comments... as well as the previously indicated comments, lead me to believe that he should not be placed on any committee involving the restructuring of county government, due to the fact that both positions being reviewed are currently held by individuals who fall in the category of Smith’s comments.

While your response indicates you don’t recall the conversation, I find it hard to believe, but obviously will take you at your word. You have made it abundantly clear in the past that you
are in charge of the Legislature, so please accept this correspondence as official notification of Mr. Smith's behavior.

I am not anticipating or requesting any further response from you in reference to this matter. I'm sharing my concerns with the Chemung County Ethics Committee as well.

Sincerely,

Christopher J. Moss
Chemung County Executive

CJM/Idl

Attachments

cc: Atty. H. Hussain, Chemung County Attorney
    Atty. B. Maggs, Legislative Attorney
February 22, 2021

Chemung County Legislators
203 Lake St., P.O. Box #588
Elmira, NY 14902-0588

RE: Resolution #21-085

Dear Legislators:

Please be advised upon reviewing Resolution #21-085 I have multiple concerns that I would like to bring to your attention. The information contained in this particular resolution was not forwarded to the Executive Branch of county government for review and or comment. This is not the first time that the Legislative Chairman has bypassed the Executive branch of government in order to forward initiatives surrounding his own agenda. My concerns with this particular resolution are multiple, beginning with the $48,000 expenditure that was not outlined or approved in the 2021 operating budget. Currently there is no process outlined in the County Charter or elsewhere whereupon the Legislature can arbitrarily remove/appropriate funds from the county’s fund balance absent approval of the Budget Director and the County Executive. In fact, there are no records of this type of financial transaction being conducted in the past 25 years and while agree that the legislature has the authority to appropriate funds, the process for the utilization of those funds is the annual budget. The legislature has utilized its own interpretation of the charter language in an attempt hi-jack tax payer dollars from the county’s fund balance in order to further its own agenda of eliminating the elected positions of County Executive and County Treasurer. I would call your attention to the letter forwarded to you from the Chemung County Law Department, dated 02/05/21, as it is an objection to the manner in which the Legislature is attempting to spend unappropriated funds. I am also concerned that the letter was never placed on the communications portion of the Legislature’s agenda whereupon the public would have access. As the County Executive and Chief Budget Officer I have advised the County Treasurer that no funds are to be released absent the normal financial operating procedures that have been in place for decades. In addition, I’ve also suggested that she seek an independent legal opinion on the legislature’s request to appropriate funds.
Since 2005, Chemung County has spent over $225,000 hiring the Center for Governmental Research (CGR), a management consulting organization to conduct various studies and reports. These reports and studies included criminal justice assessment, financial reviews, shared services as well as a study relative to a financial review commission. I have personally been involved in two of these studies and they are normally requested in order to meet a specific objective of county government, I have yet to see one of these reports that has not been completed in a fashion that is supportive of the overall goal of the county’s initial idea or planned actions. In other words, the previous CGR reports and studies all support the County’s position, as the county is paying for the study and the results and recommendations of this report will likely do the same. The current requested study is not an independent analysis of government efficiency, it will simply be a nicely packaged study of what the legislature, who commissioned the study wants outlined in the report. This particular report, titled Benchmarking Legislative Composition and Government Efficiency, appears to be nothing more than an attempt by the Legislature to change the county’s current form of government involving the elected County Executive and elected County Treasurer. Furthermore, the information to be collected by the CGR, outlined in their Project Plan, is information that could easily be researched by members of the Legislature, the legislative clerks, the Legislative Attorney or an independent contractor, at a cost much less than $48,000. As opposed to masking this study as a plan to improve the government, it’s obviously apparent that the true goal is to forward a referendum to the voters on replacing an elected County Executive and elected County Treasurer with a legislative appointed County Manager and Comptroller. There is no need to waste $48,000 of taxpayer funds to meet that objective. The Legislature should be able to acquire most of the information outlined in the CGR’s Project Plan in a short period of time. As an example, of the 57 counties outside of New York City, 23 are Charter Counties, of which 18 have county-wide elected Executives, and the other 5 have appointed Administrators or Managers. The remainder of the counties are Non-Charter Counties with various forms of government.

The following counties operate under a Charter form of government, and you can see the number of Legislators, population and residents per Legislator outlined below:

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>LEGISLATORS</th>
<th>POPULATION</th>
<th>RESIDENTS PER LEGISLATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>39</td>
<td>306,945</td>
<td>7,870</td>
</tr>
<tr>
<td>Broome</td>
<td>15</td>
<td>197,534</td>
<td>13,168</td>
</tr>
<tr>
<td>Chautauqua</td>
<td>19</td>
<td>133,080</td>
<td>7,094</td>
</tr>
<tr>
<td>Chemung</td>
<td>15</td>
<td>88,506</td>
<td>5,900</td>
</tr>
<tr>
<td>Dutchess</td>
<td>24</td>
<td>296,916</td>
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<td>29</td>
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<td>25,848</td>
</tr>
<tr>
<td>Montgomery</td>
<td>9</td>
<td>49,879</td>
<td>5,542</td>
</tr>
<tr>
<td>Nassau</td>
<td>19</td>
<td>1,352,196</td>
<td>71,168</td>
</tr>
<tr>
<td>Oneida</td>
<td>23</td>
<td>233,585</td>
<td>10,155</td>
</tr>
<tr>
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<td>468,387</td>
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<td>375,592</td>
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<tr>
<td>Suffolk</td>
<td>18</td>
<td>1,499,738</td>
<td>83,318</td>
</tr>
<tr>
<td>Ulster</td>
<td>23</td>
<td>180,998</td>
<td>7,869</td>
</tr>
<tr>
<td>Westchester</td>
<td>17</td>
<td>968,802</td>
<td>56,988</td>
</tr>
<tr>
<td>Totals</td>
<td>344</td>
<td>8,331,986</td>
<td>364,615</td>
</tr>
</tbody>
</table>

I have also attached the most recent county statewide data (2020) related to salaries for Legislators (chairperson, majority & minority leaders), County Executive's, County Manager's and Administrators, County Treasurers and Comptrollers as well as other elected officials. As you can see the majority of the data being sought by the legislature is readily available without wasting taxpayer funds.

The most important of my concerns is that this work is not being conducted by an independent group/committee of bi-partisan community members. Having Legislators on a committee looking out for their own self-interest lacks any type of transparency. The taxpayers deserve a bi-partisan commission to review legislative districts as well as any contemplated changes to our current form of county government. Furthermore, the CGR Project Plan indicates that Legislators will be taking an anonymous survey in relation to the priorities and structure of government, as well as preferred criteria and redistricting. These are elected officials who should not be participating in any type of anonymous survey as their constituents deserve to know exactly what their position is and how they are answering questions in reference to governmental structure. Every voter and tax payer in Chemung County should be appalled by the lack of transparency in this entire process as well as the continued lack of true leadership from the legislative chairperson.

In closing, if the legislative leadership is truly interested in “benchmarking efficient government”, they should concentrate their efforts on doing their jobs as legislators and working with the executive branch instead of continually working against it. Stop wasting tax payer dollars and hiding behind a prescribed proposed report on “government efficiency” and schedule a referendum vote on whether residents prefer the elected Offices of County Executive and County Treasurer vs. the County Legislature appointing a County Manager and County Comptroller. The final say should be up to the voters.

Chemung County Executive
Christopher Moss
<table>
<thead>
<tr>
<th>COUNTY EXECUTIVE</th>
<th>LEGISLATURE 18 Counties</th>
<th>MEMBERS</th>
<th>POPULATION*</th>
<th>PER LEGISLATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
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*2013 U.S. Bureau of the Census, Estimates of Population
CHEMUNG COUNTY

POPULATION

As of July 1, 2020*

https://newyork.hometownlocator.com/counties/cities.cfips.015.c.chemung.cfm

Ashland – 1596*
Baldwin – 832*(2010)
Big Flats – 5388
Breesport – 623
Catlin – 2500 (2016)
Chemung – 6477*(2010)
Elmira – 27,190
Elmira Hghts – 3911
Erin – 468
HH CDP – 2744
HH – 6641
Millport – 307
Pine Valley – 798
Southport – 6853
Van Etten – 551
Veteran – 3200 (2016)
Wellsburg – 551
West Elmira – 4777

TOTAL: 74,407

*Catlin and Veteran data was not listed on the NY HOMETOWN. Data is a 2016 estimate on Wikipedia; Baldwin and Chemung were listed as 2010 Estimates; Ashland is a 2018 estimate on Wikipedia

74,407 residents/15 legislators = 4960 residents per legislator

74,407 residents/6800 residents currently used to assign districts = 10.9 legislators.
LEGISLATIVE DISTRICT
SHARED MUNICIPALITIES

District 1: Catlin - 2500
   Veteran - 3200
   Millport - 302

District 2: Big Flats – 5388 Shared with District 4

District 3: Town of Horseheads – 6477 Shared with District 4 & 5
   Village of Horseheads – 2744

District 4: Towns:
   Big Flats – TBD
   Horseheads – TBD
   Village HH – TBD

District 5: Towns:
   Erin – 468
   Horseheads – TBD

District 6: Towns:
   Baldwin - 832
   Chemung - 6477
   Elmira – TBD: Shared with Districts 7,8,15
   Erin – TBD Shared with District 5
   Van Etten – 551

District 7: Town of Elmira – TBD shared with Districts 6, 8, 15

District 8: Towns:
   Elmira – TBD shared with Districts 6,7, 15
   Horseheads – TBD shared with Districts 3 & 5
   Village of Elmira Heights – 3911
   City of Elmira – TBD Shared with Districts, 9, 10, 11,12, 13
District 9: Town of Elmira – TBD shared with Districts 7 & 8
   City of Elmira – TBD shared with Districts 10, 11, 12, 13
District 10: City of Elmira – TBD shared with Districts 9, 11, 12, 13
District 11: City of Elmira - TBD shared with Districts 9, 10, 12, 13
District 12: City of Elmira – TBD shared with Districts 9, 10, 12, 13
District 13: City of Elmira – TBD shared with District 9, 10, 11, 12
District 14: Town of Southport – 6853
District 15: Towns
   Ashland – 1596
   Elmira – TBD shared with Districts 6, 7, 8
   Southport – TBD shared with District 14
   Village of Wellsburg - 551
February 22, 2021

David Manchester, Legislative Chairperson  
County of Chemung  
P.O. Box 588  
Elmira, NY 14902

RE: 14th District Legislator Michael Smith

Dear Mr. Manchester:

On or about June 25, 2019 I met with you in your office whereupon a variety of topics were discussed to include an alleged derogatory comment about [redacted] that was made by 14th District Legislator Michael Smith. I also shared with you some of my personal knowledge of Mr. Smith's history of making inappropriate racial comments during his tenure as Chemung County's Director of Emergency Management. While I'm unaware if any action was taken on your behalf to address issues discussed during our conversation, I am now officially requesting a response in writing as to how and if these issues were addressed, documented and shared with other members of the legislature.

I am also officially requesting that Mr. Smith be removed from the legislative committee you created and appointed him to involving the study of government efficiency in Chemung County. Simply stated, the only two positions your committee is looking at replacing elected officials with legislative appointments are currently occupied by an African American and a female. Mr. Smith’s past history of comments involving women and persons of color clearly indicate his prejudice towards these groups of people and therefore he should be prohibited from voting and participating in any legislative forum involving these types of decisions. Furthermore, appointing him to this committee subsequent our previous conversation is unacceptable.

I look forward to your response.

Christopher Moss  
Chemung County Executive
Hi Joshua,

The county legislature passed a resolution to hire a consultant to help with the redistricting in Chemung County. The committee to oversee this process is meeting Friday, Jan. 14, 2022, at 9:00am. I have asked our clerk to send you an invitation to the meeting. By some means, and I am not technical, it will be by phone.

Thank you for your proposal and we as a committee look forward to meeting with you.

Sincerely,

Tom Sweet
Chemung County Legislator
District 3
Chair of the Redistricting Committee.

607-731-0012
Subject: Re: County Redistricting Proposal
From: Tom & Mary Sweet <tsweet3@stny.rr.com>
Date: Mon, 01 Nov 2021 22:36:25 -0400
To: "Wice, Jeffrey" <jeffrey.wice@nyls.edu>, Bryan Maggs <bryan@maggslaw.com>

Jeff,

Thank you very much for this information. I am interested in what the cost of your services would be so that I can take that information along with your proposal to the committee and ultimately to the chairman so that we can make a decision and get this started. My goal is to have this complete with approval of the legislature along with any public hearings if necessary and ready to go to the board of elections to put it on the ballot for November 2022. Bryan Maggs and I are working very closely together on this, just for your information.

Thank you,
Tom Sweet

Wice, Jeffrey wrote:

Mr. Maggs,  
Thanks for reaching out for assistance. My colleague Josh Simons at the SUNY New Paltz Benjamin Center took a look at the data and found it would be easiest to run the numbers for you without developing a proposal first. We are glad to be of service.

These numbers are estimates, but 6 of 15 fall outside the permissible ±5% allowable population deviation among districts. We are not aware of the county
having redrawn lines in the last 20 years, so some of the mapping or data might be inaccurate. We were, however, able to get blocks to march the borders. Districts 13 and 15 split a large census block down the middle. Josh allocated half of the population of that census block to each district since there was no other way to get an estimate. The GIS file had a few imperfections with overlaps in several places. Josh believes he was able to sort everything out.

We would be interested in assisting the county develop a new redistricting plan that falls within the permissible overall population range, now ± 5% under the new state law approved by Governor Hochul last week. Please see our previous email that outlines the kind of services that we can provide at minimal cost to the county.

I look forward to hearing from you.

My best
Jeff Wice

Jeffrey M. Wice
Adjunct Professor/Senior Fellow
NY Census & Redistricting Institute
New York Law School
185 West Broadway
New York, NY 10013
(202)494-7991

via Newton Mail
<https://cloudmagic.com/k/d/mailapp?ct=dx&cv=10.0.4>

On Fri, Oct 29, 2021 at 2:02 PM, Bryan Maggs
<bryan@maggslaw.com> wrote:

Jeff:

Thank you for helping us with some mapping related to
re-districting in Chemung County!

Attached is a zipped GIS File of the Chemung
County Legislative
Districts, you can only open this with ArcGIS
software. I got
this from the Chemung County Planning
Department, but I do not
have GIS software.
Please let me know if you can overlay this map on the 2020 census figures, to let us know how many residents reside in each of these 15 districts?

Thank you!

Bryan Maggs

Attorney for the Chemung County Legislature

*Maggs Law Offices, PLLC *

110 Baldwin Street

Elmira, NY 14901

607-290-7100

607-325-2875 (fax)

Bryan@MaggsLaw.com
This electronic mail transmission is intended only for the use of the individual or entity to which it is addressed, and may contain confidential information belonging to the sender which is protected by the attorney-client privilege. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited.

**

*If you have received this transmission in error, please notify the sender immediately by e-mail, and delete the original message.*
*From:* Wice, Jeffrey <jeffrey.wice@nyls.edu>

*Sent:* Tuesday, October 26, 2021 4:40 PM

*To:* tsweet3@stny.rr.com

*Subject:* County Redistricting Proposal

Thanks for the opportunity to present you with the kind of services that New York Law School and the SUNY New Paltz Benjamin Center can provide. These services can be tailored to only those you need. Costs are flexible since we work from non-profit academic organizations. Please be in touch.

Jeff Wice

(202)494-7991

**
*Chemung, N.Y. Redistricting Proposal*

* * *

The N.Y. Census & Redistricting Institute at New York Law School and the Benjamin Center at SUNY New Paltz are pleased to provide Chemung County with a proposal to assist in the redrawing of legislative districts.

*New York Law School- Census & Redistricting Institute-
Redistricting Development, Legal, & Process*

- Provide overall guidance and direction to redistricting process

- Develop strategic plan (inception to plan enactment)
- Create public outreach and education efforts in city redistricting process

- Work with officials to schedule and implement pre-plan public hearing and input process

- Guide county through legal process before mapping

- Determine if specialized racial voting analysis is warranted *

- Guide commission through redistricting plan development (with Benjamin Center)

- Assist in conducting draft plan public hearings
- Assist county in development and enactment of final plan and prepare plan for county legislative consideration (and for any corrective action as may be necessary)

- Work with county to defend plan if challenged in court*

  * at additional cost

*SUNY New Paltz Benjamin Center- Technical and Mapping Support*

**

- Build GIS database with PL 94-171 data, incorporate the current districts, create layers of physical geography including streets/highways, lakes, rivers, streams, and railways, and other
relevant geographical layers.

-CREATE A DEVIATION AND DEMOGRAPHIC REPORT
indicating
population and voting age racial and ethnic
demographic changes
both in terms of the population numbers, as well as
percentages in
current districts.

-COMPLETE THE TECHNICAL TASK OF DRAWING
redistricting
plans utilizing the priorities and directions
established by the
county

-ASSIST THE NEW YORK LAW SCHOOL IN
soliciting public input
on the process and priorities, as well as conducting
public
hearings once one or more draft plans are
developed.
- Assist in drafting a final redistricting report for the Commission.

*Jeffrey M. Wice*

*Adjunct Professor/Senior Fellow*

*NY Census & Redistricting Institute*

*New York Law School*

*185 West Broadway*

*New York, NY 10013*

*(202)494-7991*
Subject: [Fwd: Re: [External Email] GIS mapping for redistricting]
From: Tom & Mary Sweet <tsweet3@stny.rr.com>
Date: Tue, 26 Oct 2021 17:11:13 -0400
To: Bryan Maggs <Bryan@MaggsLaw.com>

Does this answer?

Subject: Re: [External Email] GIS mapping for redistricting
From: Kevin Heard <giscore@gmail.com>
Date: Tue, 26 Oct 2021 16:55:38 -0400
To: Bryan Maggs <bryan@maggslaw.com>
CC: "Tom & Mary Sweet" <tsweet3@stny.rr.com>

Those lines are Voting Districts from the census bureau. I believe these are different from the legislative District lines you are referring to. If I had that layer I could easily calculate 2020 population values for 2010 boundaries.

On Tue, Oct 26, 2021, 4:10 PM Bryan Maggs <bryan@maggslaw.com> wrote:

Tom:

The map looks good. I am curious if they are able to provide the population totals in each Leg. District using the 2010 lines? And how did they get the 2010 Leg. District lines? Is that part of what the Census has??

MAGGS LAW OFFICES, PLLC

110 Baldwin Street

Elmira, NY 14901

607-290-7100

607-325-2875 (fax)

Bryan@MaggsLaw.com

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Thank you. So are we on the way to redistricting? Is it as easy as it sounds?

Bryan Maggs wrote:

What this means is that we need to try to get the 2010 district map "Layer" of the GIS, for these folks to overlay... I will try to get that.

Maggs Law Offices, PLLC  
110 Baldwin Street  
Elmira, NY 14901  
607-290-7100  
607-325-2875 (fax)  
Bryan@MaggsLaw.com

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Subject: Re: [Fwd: Re: [External Email] GIS mapping for redistricting]
From: Tom & Mary Sweet <tsweet3@stny.rr.com>
To: Bryan Maggs <bryan@maggslaw.com>

So is it time to call a meeting?

Bryan Maggs wrote:

Yep. It's that easy.

Maggs Law Offices, PLLC
110 Baldwin Street
Elmira, NY 14901
607-290-7100
607-325-2875 (fax)
Bryan@MaggsLaw.com

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Subject: County Redistricting Proposal
From: "Wice, Jeffrey" <jeffrey.wice@nyls.edu>
Date: Tue, 26 Oct 2021 20:39:32 +0000
To: "tsweet3@stny.rr.com" <tsweet3@stny.rr.com>

Thanks for the opportunity to present you with the kind of services that New York Law School and the SUNY New Paltz Benjamin Center can provide. These services can be tailored to only those you need. Costs are flexible since we work from non-profit academic organizations. Please be in touch.

Jeff Wice
(202)494-7991

Chemung, N.Y. Redistricting Proposal

The N.Y. Census & Redistricting institute at New York Law School and the Benjamin Center at SUNY New Paltz are pleased to provide Chemung County with a proposal to assist in the redrawing of legislative districts.

New York Law School- Census & Redistricting Institute- Redistricting Development, Legal, & Process

- Provide overall guidance and direction to redistricting process
- Develop strategic plan (inception to plan enactment)
- Create public outreach and education efforts in city redistricting process
- Work with officials to schedule and implement pre-plan public hearing and input process
- Guide county through legal process before mapping
- Determine if specialized racial voting analysis is warranted *
- Guide commission through redistricting plan development (with Benjamin Center)
- Assist in conducting draft plan public hearings
- Assist county in development and enactment of final plan and prepare plan for county legislative consideration (and for any corrective action as may be necessary)
- Work with county to defend plan if challenged in court *

* at additional cost

SUNY New Paltz Benjamin Center- Technical and Mapping Support

- Build GIS database with PL 94-171 data, incorporate the current districts, create layers of physical geography including streets/highways, lakes, rivers, streams, and railways, and other relevant geographical layers.
- Create a Deviation and Demographic Report indicating population and voting age racial and ethnic demographic changes both in terms of the population numbers, as well as percentages in current districts.
- Complete the technical task of drawing redistricting plans utilizing the priorities and directions established by the county
- Assist the New York Law School in soliciting public input on the process and priorities, as well as conducting public hearings once one or more draft plans are developed.
- Assist in drafting a final redistricting report for the Commission.
Jeffrey M. Wic
Adjunct Professor/Senior Fellow
NY Census & Redistricting Institute
New York Law School
185 West Broadway
New York, NY 10013
(202)494-7991
Hi Kevin,

Thanks for taking my call and offering your email address. I am the chair of our redistricting committee in Chemung County charged with overseeing the process. Upon reading about doing the task and then talking with Chelsea Roberson of Southern Tier Central Region Economic Development Board (STC), she suggested I contact you to see if Binghamton University could help out with this endeavor. I believe it is a matter of taking the district map of 2010 and overlaying a population density map (if I understand it correctly) to see where the population lies and then redraw the lines to the population. I know there is more to it than that but you are a starting point that Chelsea suggested. I know there are rules and laws that have to be followed such as each district has to be + or - 5% of each other. There are other considerations also but I do not have them right in front of me.

Please let me know either way of your interest in this project.

Thank you,
Tom Sweet
Subject: Re: [External Email] GIS mapping for redistricting
From: Tom & Mary Sweet <tsweet3@stny.rr.com>
Date: Tue, 26 Oct 2021 15:00:34 -0400
To: Kevin Heard <giscore@gmail.com>

Thanks for that map Kevin but it does not look familiar to me. I think we are on the right path but I am still learning what I need. I will try to forward it to someone that might be able to help.

Thnx,
Tom

Kevin Heard wrote:

Tom,

Attached is a map of Total Population for 2020 by Block with a 2010 Voting District overlay. I don't know if this is the same Voting District layer you use. As I mentioned, I am unsure of the precise redistricting process. But if this map or a similar one would be helpful, let me know.

Kevin T. Heard, GISP
Associate Director
GIS Campus Core Facility
Binghamton University
OJ133
Phone: 607-777-3536
Fax: 607-777-6456
Email: giscore@binghamton.edu
<mailto:giscore@binghamton.edu>
Web: https://www.binghamton.edu/geography/gis
<https://www.binghamton.edu/geography/gis/index.html>
Subject: Re: [External Email] GIS mapping for redistricting
From: Tom & Mary Sweet <tsweet3@stny.rr.com>
Date: Tue, 26 Oct 2021 17:07:18 -0400
To: Kevin Heard <giscores@gmail.com>

Kevin,

I forward your email with the map to our attorney. Here is his question.

The map looks good. I am curious if they are able to provide the population totals in each Leg. District using the 2010 lines? And how did they get the 2010 Leg. District lines? Is that part of what the Census has??

Can you answer that?

Thanks,

Tom

Kevin Heard wrote:

Tom,

Attached is a map of Total Population for 2020 by Block with a 2010 Voting District overlay. I don't know if this is the same Voting District layer you use. As I mentioned, I am unsure of the precise redistricting process. But if this map or a similar one would be helpful, let me know.

-------------------

Kevin T. Heard, GISP
Associate Director
GIS Campus Core Facility
Binghamton University
OJ133
Phone: 607-777-3536
Fax: 607-777-6456
Email: giscores@binghamton.edu
<mailto:giscores@binghamton.edu>
Web: https://www.binghamton.edu/geography/gis
Hi,

Here is another "proposal"

Thanks,
Tom

Subject: County Redistricting Proposal
From: "Wice, Jeffrey" <jeffrey.wice@nyls.edu>
Date: Tue, 26 Oct 2021 20:39:32 +0000
To: "tsweet3@stny.rr.com" <tsweet3@stny.rr.com>

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Jeff Wice
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- Determine if specialized racial voting analysis is warranted *
- Guide commission through redistricting plan development (with Benjamin Center)
- Assist in conducting draft plan public hearings
- Assist county in development and enactment of final plan and prepare plan for county legislative consideration

* Specialized voting analysis is optional and may not be included in all services.
any corrective action as may be necessary

- Work with county to defend plan if challenged in court*

* at additional cost

SUNY New Paltz Benjamin Center - Technical and Mapping Support

- Build GIS database with PL 94-171 data, incorporate the current districts, create layers of physical geography including streets/highways, lakes, rivers, streams, and railways, and other relevant geographical layers.

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- Assist in drafting a final redistricting report for the Commission.

Jeffrey M. Wice
Adjunct Professor/Senior Fellow
NY Census & Redistricting Institute
New York Law School
185 West Broadway
New York, NY 10013
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County Redistricting Proposal.eml Content-Type: message/rfc822
Content-Encoding: 7bit
Date: January 15, 2021 at 12:45:09 PM EST
To: Legislators <legislators@chemungcountyny.gov>
Cc: "Kalweit, Cindy" <ckalweit@chemungcountyny.gov>, "Hill, Megan"
<mhill@chemungcountyny.gov>, "Maggs, Bryan" <bjmaggs@chemungcountyny.gov>
Subject: Legislative district review driven by the 2020 census

To all,
I want to take a minute to lay out a couple of upcoming considerations for the Legislature. As you know the latest US census was completed in Oct 2020. Once that data is released, the governing bodies of federal, state and local entities utilize the data to determine their respective districts. The Chemung County Legislature is compelled by law to address the referendum for redistricting utilizing current census statistics. The goal is to have this process completed this year for the voters to vote on before the Legislature runs for office in these districts in 2022.

As you may recall, the County Executive stated in his 2021 budget address the idea of reducing the number of Chemung County Legislature districts. As a function relegated to the Legislature of determining legislative districts within our county, I will be forming a committee to oversee a study of the size of the legislative districts and government for the county, compared to others in New York State. Because of the tight timeframe to present to the voters a referendum, I am looking at options for professional services. This committee will interact with such professional services organization which will be an outside organization bringing an open approach to this study. The study will also explore whether other efficiencies can be gained within our governmental organizations and departments.
This communication is designed to give the Legislature a view of its redistricting obligations as well as the sense of timing to obtain a referendum for this coming November.

If you have any questions, please do not hesitate to contact me.

Thanks

Dave

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Office of the Chairman of the Legislature
David L. Manchester

County of Chemung
203 Lake Street
P.O. Box 588
Elmira, New York 14902-0588
607.737.2850
607.737.2851 (fax)
dmanchester@chemungcountyny.gov
www.chemungcountyny.gov/legislature

February 22, 2021

Christopher Moss, County Executive
County of Chemung
P.O. Box 588
Elmira, NY 14902

RE: Letter from February 22, 2021

Dear Mr. Moss:

I am in receipt of your letter dated February 22, 2021 concerning Legislator Michael Smith. I do not recall a conversation about Michael Smith with you on June 25, 2019, and I have checked my e-mail and correspondence and cannot locate anything from you. Kindly provide that information and I hope to be in a better position to respond to your letter.

As a preliminary matter, the committee is formed to benchmark the efficiency of our government. It is charged with looking at the number of Legislative Districts and the structure of government. I am shocked by your insulation that this study has anything to do with race or gender. The Legislature formed the committee by a vote of 11-3. The notions of race and gender cannot be farther from my mind when it comes to the topics being studied by the Committee. I personally hope we continue supporting diversity of all types of leadership positions.

David Manchester
Chairman of the Legislature
RESOLUTION NO. 22-392

RESOLUTION ADOPTING INTRODUCTORY LOCAL LAW NO. 4 FOR THE YEAR 2022
AMENDING 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” TO REDRAW LEGISLATIVE DISTRICT BOUNDARIES IN RESPONSE TO THE 2020 FEDERAL DECENNIAL CENSUS

By: Woodard

Seconded by: Sweet

WHEREAS, Introductory Local Law No. 4 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, the Chemung County Legislature duly held a public hearing on the redistricting plan proposed herein, on June 6, 2022, and no further public hearing is required to be held per Section 10(13)(d) of the Municipal Home Rule Law; 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. 4 for the Year 2022, be and the same is hereby enacted and promulgated by the Chemung County Legislature as follows:

COUNTY OF CHEMUNG LOCAL LAW NO. 4 FOR THE YEAR 2022

A Local Law to amend 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” to redraw Legislative District boundaries in response to the 2020 Federal Decennial Census.

BE IT ENACTED by the Chemung County Legislature of the County of Chemung, State of New York, as follows:

Section I. Article II, Section 201, Paragraph 4 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 is amended as follows:

Article II, Section 201(4) is hereby declared null and void and of no force and effect and it is hereby deleted and there in substituted in its place and stead the following:

Section 201. County Legislature; Members; Qualification.
4. The County of Chemung shall be divided into such legislative districts as adopted and approved by the voters of Chemung County at the General Election on November 8, 2022, by Local Law which established fifteen (15) legislative districts with fifteen (15) Legislators in the County of Chemung, as follows (2020 adjusted district population numbers are given—former 2010 number given in parenthesis):

**LEGISLATIVE DISTRICT #1 – POPULATION 5904 (5231)**

All that tract or parcel of land in the County of Chemung described as follows;

All of the Town of Catlin and part of the Town of Veteran, said portion of the Town of Veteran being described as follows:

Commencing at the southwesterly corner of the Town of Veteran, which is the southeasterly corner of the Town of Catlin, running thence easterly along the southerly boundary of the Town of Veteran, which is the northerly boundary of the Town of Horseheads, to a point of intersection with the centerline of New York State Route 13;

Running thence northerly along the centerline of NY State Route 13 to a point of intersection with the centerline of Benjamin Road;

Running thence easterly along the centerline of Benjamin Road to a point of intersection with the easterly boundary of the Town of Veteran, which is the westerly boundary of the Town of Erin;

Running thence northerly along the easterly boundary of the Town of Veteran, which is the westerly boundary of the Town of Erin, to the northwesterly corner of the Town of Erin;

Running thence westerly along a northerly boundary of the Town of Veteran, which is a southerly boundary of the County of Schuyler, to a point of intersection with an easterly boundary of the Town of Veteran, which is a westerly boundary of the County of Schuyler;

Running thence northerly along the easterly boundary of the Town of Veteran, which is a westerly boundary of the County of Schuyler, to the northeasterly corner of the Town of Veteran;

Running thence westerly along the northerly boundary of the Town of Veteran, which is a southerly boundary of the County of Schuyler, to the northwesterly corner of the Town of Veteran, which is the northeasterly corner of the Town of Catlin;

Running thence southerly along the westerly boundary of the Town of Veteran, which is the easterly boundary of the Town of Catlin, to the point of beginning, which is the southwesterly corner of the Town of Veteran.

**LEGISLATIVE DISTRICT #2 – POPULATION 5,762 (5821)**

All that tract of land in the County of Chemung, Town of Big Flats, described as follows:
Commencing at the northwest corner of the Town of Big Flats, which is the southwest corner of the Town of Catlin, running thence easterly along the northern boundary of the Town of Big Flats, which is the southern boundary of the Town of Catlin, to a point of intersection with Hibbard Road in the Town of Big Flats;

Running thence southerly along the centerline of Hibbard Road to a point of intersection with the centerline of a powerline near the intersection of the centerline of Hibbard Road and the centerline of Sing Sing Road;

Running thence northeasterly along the centerline of the powerline to its point of intersection with the centerline of Chambers Road in the Town of Big Flats;

Running thence southerly along the centerline of Chambers Road to the point of intersection with the centerline of Sing Sing Road;

Running thence easterly along the centerline of Sing Sing Road to the point of intersection with the centerline of Chambers Road (also known as County Road 35);

Running thence southerly along the centerline of Chambers Road (also known as County Road 35) to the point of intersection with Interstate 86 (NYS Route 17) in the Town of Big Flats;

Running thence easterly along the centerline of Interstate 86 (NYS Route 17) to a point of intersection with the easterly boundary of the Town of Big Flats, which is the westerly boundary of the Town of Horseheads;

Running thence southerly along the easterly boundary of the Town of Big Flats, which is the westerly boundary of the Town of Horseheads and the Town of Elmira, to a angle point in the southeasterly corner of the Town of Big Flats;

Running thence southwesterly along the southeasterly boundary of the Town of Big Flats, which is a northwesterly boundary of the Town of Elmira, to a point of intersection with southerly boundary of the Town of Big Flats, which is the northerly boundary of the Town of Southport;

Running thence northwesterly along the centerline of the Chemung River to a point of intersection with the northeasterly projection of the division line between Tax Map Parcel 87.00-1-43.3 to the southeast and Tax Map Parcel 87.00-1-44.211 to the northwest in the Town of Big Flats;

Running thence southwesterly along the division line of Tax Map Parcel 87.00-1-43.3 and Tax Map Parcel 87.00-1-44.211 to a point of intersection with the centerline of Bennett Road;

Running thence northwesterly along the centerline of Bennett Road to a point of intersection with the centerline of Hendy Creek;
Running thence southwesterly along the centerline of Hendy Creek to a point of intersection with the southerly boundary of the Town of Big Flats, which is the northerly boundary of the Town of Southport;

Running westerly along the southerly boundary of the Town of Big Flats, which is the northerly boundary of the Town of Southport, to the southwesterly corner of the Town of Big Flats, which is the northwesterly corner of the Town of Southport;

Running thence northerly along the western boundary of the Town of Big Flats, which is along the eastern boundary of Steuben County, to the point of beginning, which is the northwest corner of the Town of Big Flats.

LEGISLATIVE DISTRICT #3 – POPULATION 6101 (5934)

All that tract or parcel; of land in the County of Chemung, Town of Horseheads, described as follows:

Commencing at the point of intersection of the centerline of Wygant Road with the centerline of County Road 5 (also known as Ridge Road), running thence easterly along the centerline of Wygant Road, which is also the northern boundary of the Village of Horseheads, to a point where said village boundary turns south;

Running thence southerly along the eastern boundary of the Village of Horseheads to a point where the Village line turns easterly, said point being northerly of Mill Street;

Running thence easterly and northerly along the northerly the Village of Horseheads line to a point in the northerly boundary of East Franklin Street;

Running thence easterly along the northerly boundary of East Franklin Street to a corner in the Village of Horseheads line;

Running thence southerly and easterly along the Village of Horseheads line to its easterly corner;

Running thence westerly along the Village of Horseheads line (said line northerly of Mill Street) to a point on Newtown Creek where the Village line turns southerly;

Running thence southerly along the easterly boundary of the Village of Horseheads to a point on the northerly boundary of Lattabrook Road (also known as County Road 51);

Running thence westerly along the northerly boundary of Lattabrook Road, which is a southerly boundary of the Village of Horseheads, to a point in the centerline of South Main Street;
Running thence southerly along the centerline of South Main Street, which is an easterly boundary of the Village of Horseheads, to a point of intersection with the easterly projection of the northerly boundary of Fairview Road;

Running thence westerly along the northerly boundary of Fairview Road to a point where the Village line turns northerly;

Running thence northerly along a westerly boundary of the Village of Horseheads to a corner point;

Running thence westerly, southerly and westerly along the Village of Horseheads line to a point in the easterly boundary of Grand Central Avenue;

Running thence northerly along the easterly boundary of Grand Central Avenue, which is a westerly boundary of the Village of Horseheads to a corner point in the Village line;

Running thence westerly, northerly and westerly along the Village of Horseheads line to a point on the easterly boundary of Blostein Boulevard;

Running thence southeasterly along the easterly boundary of Blostein Boulevard, which is an easterly boundary of the Village of Horseheads to a corner point in the Village line;

Running thence westerly, southerly and westerly along the Village of Horseheads line to a point on the easterly boundary of a railroad property;

Running thence northerly along the easterly boundary of said railroad property, which is a westerly boundary of the Village of Horseheads, to a corner in the Village line;

Running thence westerly along a southerly boundary of the Village of Horseheads to a point in the centerline of Corning Road (also known as New York State Route 14);

Running thence northerly along the centerline of said Corning Road to a point of intersection with the centerline of County Road 64;

Running thence northerly along the centerline of New York State Route 14 (also known as Westinghouse Road) to a point of intersection with the centerline of Lee Avenue;

Running thence westerly along the centerline of Lee Avenue and northerly and easterly along the centerline of Tift Avenue to a point of intersection with the centerline of Westinghouse Road;

Running thence northerly along the centerline of Westinghouse Road to a point of intersection with a westerly boundary line of the Village of Horseheads near the intersection of Westinghouse Road and Gardner Road;
Running thence northerly and easterly along the Village of Horseheads line to a point of intersection with the centerline of Watkins Road;

Running thence southerly along the centerline of Watkins Road, which is an easterly boundary of the Village of Horseheads, to a corner point in the Village of Horseheads line;

Running thence easterly and northerly along the Village of Horseheads line to a point in the centerline of Wygant Road;

Running thence easterly along the centerline of Wygant Road, which is the northerly boundary of the Village of Horseheads, to the point of beginning, which is the centerline intersection of Wygant Road and County Road 5 (also known as Ridge Road).

LEGISLATIVE DISTRICT #4 – POPULATION 6085 (5797)

All that tract or parcel of land in the County of Chemung, Towns of Big Flats, Town of Horseheads and Village of Horseheads described as follows:

Commencing at the point of intersection of the centerline of New York State Route 14 (also known as Watkins Road) and the northern boundary of the Town of Horseheads, which is also the southern boundary of the Town of Veteran, running thence westerly along the northern boundaries of the Town of Horseheads and the Town of Big Flats, which are also the southern boundaries of the Towns of Veteran and Catlin, to their point of intersection with the centerline of Hibbard Road in the Town of Big Flats;

Running thence southerly along the centerline of Hibbard Road to the point of intersection with the centerline of a powerline near the intersection of the centerline of Hibbard Road and the centerline of Sing Sing Road;

Running thence northeasterly along the centerline of the powerline to its point of intersection with the centerline of Chambers Road in the Town of Big Flats;

Running thence southerly along the centerline of Chambers Road to the point of intersection with the centerline of Sing Sing Road;

Running thence easterly along the centerline of Sing Sing Road to the point of intersection with the centerline of Chambers Road (also known as County Road 35);

Running thence southerly along the centerline of Chambers Road to the point of intersection with the centerline of Interstate 86 (State Route 17) in the Town of Big Flats;

Running thence easterly along the centerline of Interstate 86 (also known as State Route 17) to the point of intersection with the western boundary of the Town of Horseheads and the eastern boundary of the Town of Big Flats;
Running thence southerly along the eastern boundary of the Town of Big Flats and the western boundary of the Town of Horseheads to the point of intersection with the northerly line of a railroad property;

Running thence easterly along the northerly line of a railroad property to its intersection with the southwesterly corner of the Village of Horseheads;

Running thence along the southerly boundary of the Village of Horseheads to its intersection with the centerline of Corning Road (also known as New York State Route 14);

Running thence northerly along the centerline of said Corning Road to a point of intersection with the centerline of County Road 64;

Running thence northerly along the centerline of New York State Route 14 (also known as Westinghouse Road) to a point of intersection with the centerline of Lee Avenue;

Running thence westerly along the centerline of Lee Avenue and northerly and easterly along the centerline of Tifft Avenue to a point of intersection with the centerline of Westinghouse Road;

Running thence northerly along the centerline of Westinghouse Road to a point of intersection with a westerly boundary line of the Village of Horseheads near the intersection of Westinghouse Road and Gardner Road;

Running thence northerly and easterly along the Village of Horseheads line to a point of intersection with the centerline of Watkins Road;

Running thence northerly along the centerline of Watkins Road to the point of beginning, which is the point of intersection of the centerline of New York State Route 14 (also known as Watkins Road) and the northern boundary of the Town of Horseheads, which is also the southern boundary of the Town of Veteran.

**LEGISLATIVE DISTRICT #5 – POPULATION 5,630 (5869)**

All that tract or parcel of land in the County of Chemung, Town of Horseheads and Town of Veteran, described as follows:

Commencing at a point which is the point of intersection of the centerline of Watkins Road (also known as New York State Route 14) with the northerly boundary of the Town of Horseheads, which is also the southerly boundary of the Town of Veteran;

Running thence southerly along the centerline of Watkins Road to a point where the Village line turns easterly, said point being southerly of Bentley Place and northerly of Normandy Place;
Running thence easterly and northerly along the Village of Horseheads line to a point in the centerline of Wygant Road;

Running thence easterly along the centerline of Wygant Road, which is also the northerly boundary of the Village of Horseheads, to a point where said village boundary turns south;

Running thence southerly along the eastern boundary of the Village of Horseheads to a point where the Village line turns easterly, said point being northerly of Mill Street;

Running thence easterly and northerly along the northerly the Village of Horseheads line to a point in the northerly boundary of East Franklin Street;

Running thence easterly along the northerly boundary of East Franklin Street to a corner in the Village of Horseheads line;

Running thence southerly and easterly along the Village of Horseheads line (said line northerly of Mill Street) to its easterly corner;

Running thence westerly along the Village of Horseheads line to a point on Newtown Creek where the Village line turns southerly;

Running thence southerly along the easterly boundary of the Village of Horseheads to a point on the northerly boundary of Lattabrook Road (also known as County Road 51);

Running thence southerly along the centerline of Newtown Creek to a point of intersection with the southerly boundary of the Town of Horseheads, which is also the northerly boundary of the Town of Elmira;

Running thence easterly along the southern boundary of the Town of Horseheads, also being the northern boundary of the Town of Elmira, to a point in the southeast corner of the Town of Horseheads which is also the northeast corner of the Town of Elmira;

Running thence northerly along the eastern boundary of the Town of Horseheads and the Town of Veteran, which is also the western boundary of the Town of Erin, to the point of intersection with the centerline of Benjamin Road;

Running thence westerly along the centerline of Benjamin Road to a point of intersection with the centerline of New York State Route 13;

Running thence southerly along the centerline of NY State Route 13 to a point of intersection with the southerly boundary of the Town of Veteran, which is also the northerly boundary of the Town of Horseheads;

Running thence westerly along the southerly boundary of the Town of Veteran, which is also the northerly boundary of the Town of Horseheads, to the point of beginning, which is the intersection of the northerly boundary of the Town of Horseheads, which is also the southerly
boundary of the Town of Veteran, with centerline of Watkins Road (also known as New York State Route 14).

**LEGISLATIVE DISTRICT #6 – POPULATION 5,315 (5,589)**

All that tract or parcel of land in the County of Chemung described as follows:

All of the Towns of Erin, Van Etten and Baldwin and part of the Town of Chemung, said portion of the Town of Chemung being described as follows:

Commencing at the northeasterly corner of the Town of Chemung, which is also the southeasterly corner of the Town of Baldwin;

Running thence southerly along the easterly boundary of the Town of Chemung, which is also the westerly boundary of the County of Tioga, to a point of intersection with the centerline of River Road;

Running thence westerly along the centerline of River Road to a point of intersection with the centerline of Dry Brook;

Running thence northerly along the centerline of Dry Brook to a point of intersection with the centerline of Dry Brook Road;

Running thence northerly along the centerline of Dry Brook Road to a point of intersection with the centerline of a powerline located northerly of the intersection of Dry Brook Road and Dininny Road and southerly of the intersection of Dry Brook Road and West Dry Brook Road;

Running thence westerly along the centerline of the powerline to a point of intersection with the centerline of Williams Road;

Running thence southerly along the centerline of Williams Road to a point of intersection with the centerline of Oneida Road (also known as County Road 60);

Running thence westerly along the centerline of Oneida Road (also known as County Road 60) to a point of intersection with the southerly projection of the boundary line between Tax Map Parcel 122.00-1-61 to the east and Tax Map Parcel 122.00-1-62 to the west;

Running thence northerly along said property line and along the easterly boundary of Tax Map Parcel 122.00-1-3.2 to the west, to the southeasterly corner of Tax Map Parcel 112.00-1-37;

Running thence westerly and northerly along the boundaries of Tax Map Parcel 112.00-1-37 to the northwesterly corner of Tax Map Parcel 112.00-1-37, which is also the southwesterly corner of Tax Map Parcel 112.00-1-8;
Running thence easterly and northerly along the boundaries of Tax Map Parcel 112.00-1-8 to the northeasterly corner of Tax Map Parcel 112.00-1-8, which is on a northerly boundary of the Town of Chemung, also being the southerly boundary of the Town of Baldwin;

Running thence easterly, northerly and easterly along the northerly boundary of the Town of Chemung, which is also the southerly boundary of the Town of Baldwin, to the point of beginning, which is the northeasterly corner of the Town of Chemung, also being the southeasterly corner of the Town of Baldwin.

**LEGISLATIVE DISTRICT #7 – POPULATION 5,437 (5,576)**

All that tract or parcel of land in the County of Chemung in the Town of Elmira and the City of Elmira, described as follows:

Commencing at a point on the western boundary of the City of Elmira at the point of intersection of the centerline of Guinnip Avenue and the centerline of West Second Street;

Running thence westerly along the centerline of West Second Street to a point of intersection with the centerline of Rambler Road in the Town of Elmira;

Running thence northerly along the centerline of Rambler Road to a point of intersection with the centerline of Fassett Road;

Running thence easterly along the centerline of Fassett Road to a point of intersection with the centerline of Wall Street;

Running thence northerly along the centerline of Wall Street to a point of intersection with the centerline of Upland Drive;

Running thence northerly and easterly along the centerline of Upland Drive to a point of intersection with the westerly boundary of the City of Elmira;

Running thence northerly, westerly, northerly, easterly and northerly along the boundary of the City of Elmira to a point of intersection with the centerline of West Hill Road;

Running thence northerly along the boundary of the City of Elmira to the northwesterly corner of the boundary of the City of Elmira;

Running thence easterly along the northerly boundary of the City of Elmira to a northwesterly corner of a small parcel on the westerly boundary of Oakwood Avenue at the northeasterly corner of the Elmira Correctional Facility parcel;

Running thence southerly and easterly along said small parcel to a point of intersection with the centerline of Davis Street;
Running thence northerly along the centerline of Davis Street to a point of intersection with the centerline of McCanns Boulevard;

Running thence westerly and northerly along the southerly and westerly boundaries of the Village of Elmira Heights to the northwesterly corner of the boundary of the Village of Elmira Heights;

Running thence easterly along the northerly boundary of the Village of Elmira Heights to a point of intersection with the centerline of Ashland Avenue;

Running thence northerly along the centerline of Ashland Avenue to a point of intersection with the centerline of Golf Course Road and the centerline of Orchard Hill Road in the Town of Horseheads;

Running thence northerly along the centerline of Golf Course Road to a point of intersection with the centerline of Halderman Hollow Road;

Running thence easterly along the centerline of Halderman Hollow Road to a point of intersection with the centerline of West Lenox Avenue to the south and Philo Road to the north;

Running thence southerly along the centerline of West Lenox Avenue to a point of intersection with the centerline of a creek;

Running thence easterly along the centerline of the creek to a point of intersection with the centerline of Corning Road (also known as NY State Route 14);

Running thence southeasterly along the boundary line between Tax Map Parcel 69.09-3-4.3 and Tax Map Parcel 69.09-3-4.2 to the south and Tax Map Parcel 69.09-3-2.1 to the north to a point of intersection with the westerly boundary of a railroad;

Running thence northerly along the westerly boundary of said railroad property to a point of intersection with the centerline of the creek which lies northerly of the northerly terminuses of Kentucky Avenue, Michigan Avenue and Vermont Avenue;

Running thence easterly along the centerline of the creek to a point of intersection with the centerline of Hardinge Drive;

Running thence southerly along the centerline of Hardinge Drive to the point of intersection with the centerline of Upper Oakwood Avenue;

Running thence easterly along the centerline of Upper Oakwood Avenue to a point of intersection with the centerline of Grand Central Avenue;

Running thence northerly along the centerline of Grand Central Avenue to a point of intersection with the centerline of Fairview Road;
Running thence easterly along the centerline of Fairview Road to a point of intersection with a southwesterly corner of the boundary of the Village of Horseheads;

Running thence northerly along a westerly boundary of the Village of Horseheads to a corner point;

Running thence westerly, southerly and westerly along the Village of Horseheads line to a point in the easterly boundary of Grand Central Avenue;

Running thence northerly along the easterly boundary of Grand Central Avenue, which is a westerly boundary of the Village of Horseheads to a corner point in the Village line;

Running thence westerly, northerly and westerly along the Village of Horseheads line to a point on the easterly boundary of Blostein Boulevard;

Running thence southeasterly along the easterly boundary of Blostein Boulevard, which is an easterly boundary of the Village of Horseheads to a corner point in the Village line;

Running thence westerly, southerly and westerly along the Village of Horseheads line to a point on the easterly boundary of a railroad property;

Running thence northerly along the easterly boundary of said railroad property, which is a westerly boundary of the Village of Horseheads, to a corner in the Village line;

Running thence westerly along a southerly boundary of the Village of Horseheads to a point in the centerline of Corning Road (also known as New York State Route 14);

Running thence westerly along the southerly boundary of the Village of Horseheads to the southwesterly corner of the boundary of the Village of Horseheads;

Running thence westerly along the northerly boundary of a railroad property to a point of intersection with the westerly boundary of the Town of Horseheads, which is also the easterly boundary of the Town of Big Flats;

Running thence southerly along the westerly boundaries of the Town of Horseheads and the Town of Elmira, which is also the easterly boundary of the Town of Big Flats, to the southwesterly corner of the boundary of the Town of Elmira;

Running thence easterly along the centerline of the Chemung River, which is the southerly boundary of the Town of Elmira and also the northerly boundary of the Town of Southport, to a point of intersection with the southerly projection of the westerly boundary of the City of Elmira;

Running thence northerly along the westerly boundary of the City of Elmira to the point of beginning, which is the point of intersection of the centerline of Guinnip Avenue and the centerline of West Second Street.
LEGISLATIVE DISTRICT #8 – POPULATION 5,464 (5,710)

All that tract or parcel of land in the County of Chemung in the Village of Elmira Heights, and Towns of Elmira and Horseheads described as follows:

Commencing at the point of intersection of the southern boundary of the Town of Horseheads, which is also the northern boundary of the Town of Elmira, and the southwestern boundary of the Village of Elmira Heights;

Running thence northerly along the westerly boundary of the Village of Elmira Heights to the northwesterly corner of the boundary of the Village of Elmira Heights;

Running thence easterly along the northerly boundary of the Village of Elmira Heights to a point of intersection with the centerline of Ashland Avenue;

Running thence northerly along the centerline of Ashland Avenue to a point of intersection with the centerline of Golf Course Road and the centerline of Orchard Hill Road in the Town of Horseheads;

Running thence northerly along the centerline of Golf Course Road to a point of intersection with the centerline of Halderman Hollow Road;

Running thence easterly along the centerline of Halderman Hollow Road to a point of intersection with the centerline of West Lenox Avenue to the south and Philo Road to the north;

Running thence southerly along the centerline of West Lenox Avenue to a point of intersection with the centerline of a creek;

Running thence easterly along the centerline of the creek to a point of intersection with the centerline of Corning Road (also known as NY State Route 14);

Running thence southeasterly along the boundary line between Tax Map Parcel 69.09-3-4.3 and Tax Map Parcel 69.09-3-4.2 to the south and Tax Map Parcel 69.09-3-2.1 to the north to a point of intersection with the westerly boundary of a railroad;

Running thence northerly along the westerly boundary of said railroad property to a point of intersection with the centerline of the creek which lies northerly of the northerly terminuses of Kentucky Avenue, Michigan Avenue and Vermont Avenue;

Running thence easterly along the centerline of the creek to a point of intersection with the centerline of Hardinge Drive;

Running thence southerly along Hardinge Drive to its intersection with the center of Oakwood Avenue;
Running thence easterly along the center of Oakwood Avenue to its intersection with the center of Grand Central Avenue;

Running thence north along the centerline of Grand Central Avenue to a point of intersection with the centerline of Fairview Road;

Running thence northeast along the centerline of Fairview Road to a point of intersection with the centerline of Lake Road;

Running thence north along Lake Road to a point of intersection with Lattabrook Road (also known as County Road 51);

Running thence easterly along the center line of Lattabrook Road to a point of intersection with the centerline of Newtown Creek;

Running thence southerly along the centerline of Newtown Creek to the point of intersection with the southern boundary of the Town of Horseheads, which is also the northern boundary of the Town of Elmira;

Running thence westerly along the southerly boundary of the Town of Horseheads, which is also the northerly boundary of the Town of Elmira, to a point of intersection with the centerline of Lake Road;

Running thence southerly along the centerline of Lake Road to its intersection with the centerline of East McCanns Boulevard;

Running thence westerly along the centerline of East McCanns Boulevard and West McCanns Boulevard to its intersection with the centerline of Oakwood Avenue, also known as Davis Street in the City of Elmira, said point being on the southerly boundary of the Village of Elmira Heights;

Running thence westerly and northerly along the southerly and westerly boundaries of the Village of Elmira Heights to the point of beginning, which is the intersection of the western boundary of the Village of Elmira Heights with the southern boundary of the Town of Horseheads and the northern boundary of the Town of Elmira.

**LEGISLATIVE DISTRICT #9 – POPULATION 5,453 (5,822)**

All that tract or parcel of land in the County of Chemung in the City of Elmira and Town of Elmira, described as follows:

Commencing at the point of intersection of the centerline of Lake Road and the northerly boundary of the Town of Elmira, which is also the southerly boundary of the Town of Horseheads;
Running thence southerly along the centerline of Lake Road to its intersection with the centerline of McCann's Boulevard;

Running thence westerly along the center of McCann's Boulevard to its intersection with the center of Davis Street, also known as Oakwood Avenue in the Village of Elmira Heights, said point being on the southerly boundary of the Village of Elmira Heights;

Running thence southerly along Oakwood Avenue, also known as Davis Street, to a point of intersection with the City of Elmira northern boundary;

Running thence southerly along the centerline of Davis Street to the southeasterly corner of a small parcel at the northeasterly corner of the Elmira Correctional Facility parcel;

Running thence westerly and northerly along said small parcel to a point on the northerly boundary of the City of Elmira;

Running thence westerly along the northerly boundary of the City of Elmira to the point of intersection with the northwest boundary of the City of Elmira;

Running thence southerly along the western boundary of the City of Elmira to the point of intersection with the centerline of West Hill Road located in the City of Elmira;

Running thence southeasterly along the centerline of West Hill Road to the point of intersection with the centerline of Hart Street;

Running thence easterly along the centerline of Hart Street to its intersection with the centerline of Walnut Street;

Running thence south on Walnut Street to the point of intersection with the centerline of Tompkins Street in the City of Elmira;

Running thence easterly along the centerline of Tompkins Street to the point of intersection with the centerline of Davis Street located in the City of Elmira;

Running thence southerly along the centerline of Davis Street to the point of intersection with the centerline of Washington Avenue located in the City of Elmira;

Running thence easterly along the centerline of Washington Avenue to the point of intersection with the centerline of Lake Street;

Running thence southerly along the centerline of Lake Street to the point of intersection with the center of Standish Street;

Running thence easterly along the centerline of Standish Street to the point of intersection with the centerline of Sullivan Street located in the City of Elmira;
Running thence southerly along the centerline of Sullivan Street to the point of intersection with the centerline of Judson Street located in the City of Elmira;

Running thence southeasterly along the centerline of Judson Street to the point of intersection with the centerline of East Church Street located in the City of Elmira;

Running thence easterly along the centerline of East Church Street to the point of intersection with the eastern boundary of the City of Elmira;

Running thence northerly and westerly along the eastern and northern boundary of the City of Elmira to the centerline of NYS Route 17 (Interstate 86);

Running northerly along the centerline of NYS Route 17 (Interstate 86) to its intersection with the northerly boundary of the Town of Elmira, which is also the southerly boundary of the Town of Horseheads;

Running thence westerly along the northerly boundary of the Town of Elmira, which is also the southerly boundary of the Town of Horseheads, to the point of beginning, which is the intersection of said Town line with the centerline of Lake Road.

LEGISLATIVE DISTRICT #10 – POPULATION 4,900 (5,613)

All that tract or parcel of land in the County of Chemung in the City of Elmira and Town of Elmira described as follows:

Commencing at the centerline intersection of Davis Street and Tompkins Street in the City of Elmira;

Running thence westerly along the centerline of Tompkins Street to its intersection with the centerline of Walnut Street;

Running thence northerly along the centerline of Walnut Street to its intersection with the centerline of Hart Street;

Running thence westerly along the centerline of Hart Street to its intersection with the centerline of West Hill Road;

Running thence northwesterly along the centerline of West Hill Road to the point of intersection with the westerly boundary of the City of Elmira;

Running thence southerly and westerly along the boundary of the City of Elmira to its point of intersection with the centerline of Upland Drive;

Running thence westerly and southerly along the centerline of Upland Drive to its intersection with the centerline of Wall Street;
Running thence southerly along the centerline of Wall Street to its intersection with the centerline of Fassett Road;

Running thence westerly along the centerline of Fassett Road to its intersection with the centerline of Rambler Road;

Running thence southerly along the centerline of Rambler Road to its intersection with the centerline of West Second Street in the Town of Elmira;

Running thence easterly along the centerline of West Second Street to its intersection with the westerly boundary of the City of Elmira;

Continuing thence easterly along the centerline of West Second Street to its point of intersection with the centerline of Davis Street located in the City of Elmira;

Running thence northerly along the centerline of Davis Street to the point of intersection with the centerline of West Third Street located in the City of Elmira;

Running thence easterly along the centerline of West Third Street to the point of intersection with the centerline of College Avenue located in the City of Elmira;

Running thence northerly along the centerline of College Avenue to the point of intersection with the centerline of West Fifth Street located in the City of Elmira;

Running thence easterly along the centerline of West Fifth Street to the point of intersection with the centerline of the Wisner Street;

Running thence northerly along the centerline of Wisner Street to the point of intersection with the centerline of West Washington Avenue in the City of Elmira;

Running thence westerly along the centerline of West Washington Avenue to the point of intersection with the centerline of Davis Street;

Running thence northerly along the centerline of Davis Street to the point of beginning, which is the centerline intersection of Davis Street and Tompkins Street.

LEGISLATIVE DISTRICT #11 – POPULATION 5,505 (5,693)

All that tract or parcel of land in the County of Chemung in the City of Elmira described as follows:

Commencing at the point of intersection of the western boundary of the City of Elmira with the centerline of the Chemung River, running thence northerly along the western boundary of the City of Elmira to the point of intersection of the centerline of West Second Street and the centerline of Guinnip Avenue in the City of Elmira;
Running thence easterly along the centerline of West Second Street to its point of intersection with the centerline of Davis Street located in the City of Elmira;

Running thence northerly along the centerline of Davis Street to the point of intersection with the centerline of West Third Street located in the City of Elmira;

Running thence easterly along the centerline of West Third Street to the point of intersection with the centerline of College Avenue located in the City of Elmira;

Running thence northerly along the centerline of College Avenue to the point of intersection with the centerline of West Fifth Street located in the City of Elmira;

Running thence easterly along the centerline of West Fifth Street to the point of intersection with the centerline of the Wisner Street;

Running thence northerly along the centerline of Wisner Street to the point of intersection with the centerline of West Washington Avenue in the City of Elmira;

Running thence easterly along the centerline of Washington Avenue to its point of intersection with the centerline of Lake Street;

Running thence southerly along the centerline of Lake Street to its intersection with the centerline of Standish Street;

Running thence easterly along the centerline of Standish Street to the point of intersection with the centerline of Sullivan Street located in the City of Elmira;

Running thence southerly along the centerline of Sullivan Street to the point of intersection with the centerline of Judson Street located in the City of Elmira;

Running thence southeasterly along the centerline of Judson Street to the point of intersection with the centerline of East Church Street located in the City of Elmira;

Running thence easterly along the centerline of East Church Street to the point of intersection with the eastern boundary of the City of Elmira;

Running thence southerly and westerly along the boundary of the City of Elmira to its intersection with the centerline of the Chemung River;

Running thence northerly and westerly along the centerline of the Chemung River as it runs through the City of Elmira, to the point of beginning, which is the point of intersection of the centerline of the Chemung River and the western boundary of the City of Elmira.
LEGISLATIVE DISTRICT #12 – POPULATION 5,301 (5,726)

All that tract or parcel of land in the County of Chemung in the City of Elmira and Town of Southport described as follows:

Commencing at the point of intersection of the centerline of the Chemung River, with the centerline of South Main Street in the City of Elmira, and running thence southerly along the centerline of South Main Street to its point of intersection with the centerline of Pennsylvania Avenue in the City of Elmira;

Running thence southwesterly along the centerline of Pennsylvania Avenue to the point of intersection with the centerline of Laurel Street in the Town of Southport;

Running thence northerly along the centerline of Laurel Street to the point of intersection with the southwesterly corner of the boundary of the City of Elmira;

Running thence northerly along the westerly boundary of the City of Elmira to its intersection with the centerline of Chester Street;

Running thence westerly along the centerline of the Chester Street to the point of intersection with the centerline of Homewood Avenue in the Town of Southport;

Running thence northerly along the centerline of Homewood Avenue to its point of intersection with the centerline of Hudson Street in the Town of Southport;

Running thence easterly along the centerline of Hudson Street to a point of intersection with the westerly boundary of the City of Elmira, which is also its border with the Town of Southport;

Running thence northerly along the westerly border of the City of Elmira to a point of intersection with the center of the Chemung River in the City of Elmira;

Running thence easterly along the centerline of the Chemung River to the point of beginning, which is the intersection of the centerline of the Chemung River with the centerline of South Main Street in the City of Elmira.

LEGISLATIVE DISTRICT #13 – POPULATION 5,023 (5,648)

All that tract or parcel of land in the County of Chemung in the Town of Southport and City of Elmira described as follows:

Commencing at the point of intersection of the centerline of the Chemung River with the centerline of South Main Street, and running thence southerly along the centerline of South Main Street to the point of intersection with the centerline of Pennsylvania Avenue in the City of Elmira;
Running thence southwesterly along the centerline of Pennsylvania Avenue to the point of intersection with the centerline of Cedar Street in the Town of Southport;

Running thence easterly along the centerline of Cedar Street to its intersection with the intersection of Robert Street in the Town of Southport;

Running thence northerly along the centerline of Robert Street to its intersection with the centerline of Allen Street in the Town of Southport;

Running thence northwesterly and easterly along the centerline of Allen Street to its intersection with South Main Street in the Town of Southport;

Running thence northerly along the centerline of South Main Street to the intersection with the southerly boundary of the City of Elmira;

Running thence easterly along the southerly boundary of the City of Elmira to a point east of Maple Avenue where the City line turns northerly;

Running thence northerly along the boundary of the City of Elmira to a point of intersection with the centerline of Milton Street;

Running thence easterly along the center of Milton Street to its intersection with the centerline of Fisher Drive in the Town of Southport;

Running thence northerly along the centerline of Fisher Drive to its intersection with the centerline of Schuyler Avenue in the Town of Southport;

Running thence easterly along the easterly projection of the centerline of Schuyler Avenue to a point in the centerline of the Chemung River;

Running thence northerly and westerly along the centerline of the Chemung River to the point of beginning, being the intersection of the centerline of South Main Street and the centerline of the Chemung River in the City of Elmira.

LEGISLATIVE DISTRICT #14 – POPULATION 5,136 (5,605)

All that tract or parcel of land in the County of Chemung in the Town of Southport and the Town of Big Flats described as follows:

Commencing at the northwest corner of the Town of Southport, which is also the southwest corner of the Town of Big Flats, running thence easterly along the northern boundary of the Town of Southport, also being the southern boundary of the Town of Big Flats, to the point of intersection with the centerline of Hendy Creek;

Running northeasterly along the centerline of Hendy Creek to a point of intersection with the centerline of Bennett Road in the Town of Big Flats;
Running thence southeasterly along the centerline of Bennett Road to a point of intersection with the southweste}$
{rly projection of the division line between Tax Map Parcel 87.00-1-44.211 to the northwest and Tax Map Parcel 87.00-1-43.3 to the southeast;

Running thence northeasterly along the division line between Tax Map Parcel 87.00-1-44.211 to the northwest and Tax Map Parcel 87.00-1-43.3 and its northeasterly projection to a point in the centerline of the Chemung River in the Town of Big Flats;

Running thence easterly along the centerline of the Chemung River to a point of intersection with the westerly boundary of the City of Elmira;

Running thence southerly along the City of Elmira border to its point of intersection with the centerline of West Hudson Street;

Running thence westerly along the centerline of West Hudson Street to a point of intersection with the centerline of Homewood Avenue in the Town of Southport;

Running thence southerly along the centerline of Homewood Avenue to a point of intersection with the centerline of Chester Street in the Town of Southport;

Running thence easterly along the centerline of Chester Street to a point of intersection with the westerly boundary of the City of Elmira;

Running thence southerly along the westerly border of the City of Elmira to a point of intersection with the centerline of Pennsylvania Avenue in the Town of Southport;

Running thence southwesterly along the centerline of Pennsylvania Avenue to the point of intersection with the centerline of South Broadway (NYS Route 14) in the Town of Southport;

Running thence southerly along the centerline of South Broadway (NYS Route 14) to a point of intersection with the centerline of South Creek;

Running thence westerly and southerly along the centerline of South Creek to its intersection with a northerly boundary of the Town of Ashland, which is also a southerly boundary of the Town of Southport;

Running thence westerly and southeasterly along the western border of the Town of Ashland, which is also the southeastern-most boundary of the Town of Southport, to the southerly boundary of Chemung County in the State of New York and the northerly boundary of the State of Pennsylvania;

Running thence westerly along the southern boundary of the Town of Southport, which is also the northern boundary of the State of Pennsylvania, to the point being the southwesterly corner of the Town of Southport, also being the southeasterly corner of Steuben County in the State of New York;
Running thence northerly along the western boundary of the Town of Southport, which is also the eastern boundary of the County of Steuben to the point of beginning, which is the northwesterly corner of the Town of Southport, also being the southwesterly corner of the Town of Big Flats.

**LEGISLATIVE DISTRICT #15 – POPULATION 5,519 (5,833)**

All that tract or parcel of land in the County of Chemung in the Towns of Ashland, Town of Elmira and Town of Southport described as follows:

Commencing at the intersection of the centerline of Pennsylvania Avenue and the centerline of Cedar Street in the Town of Southport;

Running thence easterly along the centerline of Cedar Street to a point of intersection with the centerline of Robert Street in the Town of Southport;

Running thence northerly along the centerline of Robert Street to its intersection with the centerline of Allen Street in the Town of Southport;

Running thence northwesterly and easterly along the centerline of Allen Street to its intersection with South Main Street in the Town of Southport;

Running thence northerly along the centerline of South Main Street to the intersection with the southerly boundary of the City of Elmira;

Running thence easterly along the southerly boundary of the City of Elmira to a point east of Maple Avenue where the City line turns northerly;

Running thence northerly along the boundary of the City of Elmira to a point of intersection with the centerline of Milton Street;

Running thence easterly along the center of Milton Street to its intersection with the centerline of Fisher Drive in the Town of Southport;

Running thence northerly along the centerline of Fisher Drive to its intersection with the centerline of Schuyler Avenue in the Town of Southport;

Running thence easterly along the easterly projection of the centerline of Schuyler Avenue to a point in the centerline of the Chemung River in the Town of Southport;

Running thence northerly along the centerline of the Chemung River to a point of intersection with a southerly boundary of the City of Elmira;

Running thence easterly along the boundary of the City of Elmira to a corner where it turns northerly;
Running thence northerly along the easterly boundary of the City of Elmira to a point where it turns westerly;

Running thence westerly along the boundary of the City of Elmira to its point of intersection with the centerline of NYS Route 17 (Interstate 86);

Running thence northerly along the centerline of NYS Route 17 (Interstate 86) to its point of intersection with the northerly boundary of the Town of Elmira, which is also the southerly boundary of the Town of Horseheads;

Running thence easterly along the northerly boundary of the Town of Elmira to its northeasterly corner, which shares its border with the Towns of Horseheads, Erin and Baldwin;

Running thence southerly along the easterly boundary of the Town of Elmira, which is also the westerly boundary of the Town of Baldwin, to the southwesterly corner of the Town of Baldwin and the northwesterly corner of the Town of Chemung;

Running thence easterly along the northerly boundary of the Town of Chemung, which is also the southerly boundary of the Town of Baldwin, to a point being the northeasterly corner of Tax Map Parcel 112.00-1-8 in the Town of Chemung;

Running thence southerly and westerly along the boundaries of Tax Map Parcel 112.00-1-8 to the southwesterly corner of Tax Map Parcel 112.00-1-8, which is also the northwesterly corner of Tax Map Parcel 112.00-1-37;

Running thence southerly and southeasterly along the westerly and southerly boundaries of Tax Map Parcel 112.00-1-37 to the northeasterly corner of Tax Map Parcel 122.00-1-3.2;

Running thence southerly along the easterly boundary of Tax Map Parcel 122.00-1-3.2 to the southeasterly corner of tax Map Parcel 122.00-1-3.2, which is also the northeasterly corner of Tax Map Parcel 122.00-1-62;

Running thence southerly along the property line between Tax Map Parcel 122.00-1-62 to the west and Tax Map Parcel 122.00-1-61 to the east and its southerly projection to the centerline of Oneida Road (also known as County Road 60);

Running easterly along the centerline of Oneida road (County Road 60) to its intersection with the centerline of Williams Road;

Running thence northerly along the centerline of Williams Road to its intersection with the centerline of a powerline;

Running thence easterly along the centerline of the powerline to its intersection with the centerline of Dry Brook Road, said point being northerly of the centerline intersection of Dry Brook Road and Dininny Road and southerly of the centerline intersection of Dry Brook Road and West Dry Brook Road;
Running thence southerly along the centerline of Dry Brook Road to a point of intersection with the centerline of Dry Brook;

Running thence southerly along the centerline of Dry Brook to a point of intersection with the centerline of River Road;

Running thence easterly along the centerline of River Road to its intersection with the easterly boundary of the Town of Chemung, which is also the easterly boundary of the County of Tioga;

Running thence southwesterly along the easterly boundary of the Town of Chemung to a point in the centerline of the Chemung River;

Running thence southeasterly and southerly along the centerline of the Chemung River, which is also the easterly boundary of the Town of Chemung, to the southeasterly corner of the Town of Chemung on the southerly border of the State of New York, being also the northerly border of the State of Pennsylvania;

Running thence westerly along the southerly boundary of the Town of Chemung, the Village of Wellsburg and the Town of Ashland, which is also the northern boundary of the State of Pennsylvania, to the southwesterly corner of the Town of Ashland and the southeasterly corner of the Town of Southport;

Running thence northwesterly and easterly along the westerly border of the Town of Ashland to its point of intersection with the centerline of South Creek;

Running thence northerly and easterly along the centerline of South Creek to a point of intersection with the centerline of South Broadway (NYS Route 14) in the Town of Southport;

Running northerly along the centerline of South Broadway (NYS Route 14) to its intersection with the centerline of Pennsylvania Avenue in the Town of Southport;

Running thence northeasterly along the centerline of Pennsylvania Avenue to the point of beginning, which is the point of intersection of the centerline of Pennsylvania Avenue and the centerline of Cedar Street in the Town of Southport.

Section 2. This amendment shall be submitted to the electorate of the County of Chemung at the next General Election on November 8, 2022, and the Commissioners of the Board of Elections shall submit at the aforesaid General Election in 2022 the following proposition, to wit:

"Shall the Charter of Chemung County be amended by reapportionment of all Legislative Districts as a result of the 2020 Federal Decennial Census, as required by the Chemung County Charter?"

Check one____Yes or____No
Section 3. This Local Law shall become effective upon approval of the aforesaid proposition by the electorate of Chemung County in the General Election on November 8, 2022, and the said fifteen (15) County Legislators elected at the General Election, November 8, 2022 shall continue to serve and represent the fifteen (15) districts from which they were elected until their terms shall expire and their successors duly elected in the General Election in 2026 by the electors in the newly configured districts and shall take their office on January 1, 2027.

and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized and directed to transmit the same to the County Executive within five (5) days after its passage.

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 11th day of July 2022, 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
BY ORDER OF THE CHEMUNG COUNTY LEGISLATURE
COUNTY OF CHEMUNG, STATE OF NEW YORK

APPROVED BY:

DATED: 

Christopher J. Moss
County Executive
County of Chemung
State of New York
RESOLUTION NO. 22-

RESOLUTION OVERRIDING THE COUNTY EXECUTIVE’S VETO OF INTRODUCTORY LOCAL LAW NO. 4 FOR THE YEAR 2022 A LOCAL LAW AMENDING 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” TO REDRAW LEGISLATIVE DISTRICT BOUNDARIES IN RESPONSE TO THE 2020 DECENNIAL CENSUS

By: Woodard

Seconded by:

WHEREAS, Introductory Local Law No. 4 of 2022 a Local Law amending 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” to redraw legislative district boundaries in response to the 2020 Decennial Census, was duly enacted by Resolution No. 22-392, adopted by the Chemung County Legislature on July 11, 2022; and

WHEREAS, on July 12, 2022, the Clerk of the Chemung County Legislature presented to the County Executive a certified copy of such Local Law for his approval; and

WHEREAS, on July 19, 2022, pursuant to Section 21 of the Municipal Home Rule Law and Chemung County Charter Section 206, the County Executive returned Introductory Local Law No. 4 for 2022 to the Clerk of the Legislature together with his objections to such law, which objections constitute the County Executive’s veto of the Local Law; and

WHEREAS, said objections are as more fully set forth in the letter from the County Executive dated July 19, 2022, which letter is attached to this resolution and made a part of the record of the proceedings of the Chemung County Legislature; and

WHEREAS, after due consideration to such objections, the Chemung County Legislature now wishes to override the veto of the County Executive and adopt Introductory Local Law No. 4 of 2022, which was duly enacted by Resolution No. 22-392, adopted by the Chemung County Legislature on July 11, 2022, now, therefore, be it

RESOLVED, that Introductory Local Law No. 4 of 2022 be and the same is hereby approved and adopted.
Resolution requiring certain supporting schedules to be submitted with the proposed Chemung County budget

Resolution #: 22-428
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution_requiring_certain_supporting_schedules.pdf</td>
<td>Resolution</td>
<td>Cover Memo</td>
<td>7/28/2022</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 22-

RESOLUTION REQUIRING CERTAIN SUPPORTING SCHEDULES TO BE SUBMITTED WITH THE PROPOSED CHEMUNG COUNTY BUDGET

By:

Seconded by:

WHEREAS, Section 504 of the Chemung County Charter states that the Chemung County Legislature may, by Resolution, require supporting schedules to be submitted with the proposed operating budget to assist the Legislature in its review of the same; and

WHEREAS, the Budget Committee has recommended that the Chemung County Legislature require certain supporting schedules to be submitted with the proposed Chemung County Budget including:

1. All Schedules contained in the 2021 proposed Budget

2. The balance of American Rescue Plan Act Funds (“ARPA”) on hand, and all appropriated items in the 2021 and 2022 budgets encumbering any portion of said balance, and all items and projects budgeted to utilize such ARPA funds in the 2023 budget, and the amount thereof for each.

3. Any changes to the proposed budget from the current year budget that are deemed significant, noteworthy or unique by the County Executive and/or Director of Budget and Research

And,

WHEREAS, Section 306(b) of the Chemung County Charter empowers the Legislature to access the services of the Director of Budget and Research in studying items related to County Government operations, including the annual operating budget;

Now, therefore, be it

RESOLVED, that the Chemung County Legislature, pursuant to Section 504 of the Chemung County Charter, does hereby require that the supporting schedules as outlined in the Preamble to this Resolution be submitted with the proposed Chemung County Budget; and, it is further

RESOLVED, that pursuant to Section 306(b) the Director of Budget and Research shall assist the Legislature in its study of the County Budget by presenting the budget, attending budget workshops, answering questions raised, providing information, and assisting the Legislature with changes to the proposed budget; and, it is further
RESOLVED, that this Resolution shall remain in effect until otherwise modified or cancelled by Resolution of this Legislature.
Resolution making a Determination of No Significant Adverse Environmental Impacts associated with the Chemung County Sewer Districts Temporary discharge to Newtown Creek during construction of the conveyance system as part of the Regional Wastewater Treatment Plant Consolidation Project, pursuant to New York State Environmental Quality Review Act

Resolution #: 22-429
Slip Type: OTHER
SEQRA status State Mandated False

Explain action needed or Position requested (justification): See Attached Summary

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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<tbody>
<tr>
<td>02.B_-_Short_EAF_Parts_2__3.pdf</td>
<td>02.B-Short EAF Parts 2 &amp; 3</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
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<tr>
<td>02A_-<em>Short_EAF_Part_1</em>-_SIGN.pdf</td>
<td>02A-Short EAF Part - 1 Sign</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
<tr>
<td>Outfall_temporary_relocation_summary.pdf</td>
<td>Outfall Temporary Relocation Summary</td>
<td>Cover Memo</td>
<td>7/11/2022</td>
</tr>
<tr>
<td>Notice_of_DONSI_-<em>Temporary_discharge_to_Newtown_Creek</em>.pdf</td>
<td>Notice of DONSI</td>
<td>Cover Memo</td>
<td>8/3/2022</td>
</tr>
</tbody>
</table>
Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

<table>
<thead>
<tr>
<th>Question</th>
<th>No, or small impact may occur</th>
<th>Moderate to large impact may occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>2. Will the proposed action result in a change in the use or intensity of use of land?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>3. Will the proposed action impair the character or quality of the existing community?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>7. Will the proposed action impact existing:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. public / private water supplies?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>b. public / private wastewater treatment utilities?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>11. Will the proposed action create a hazard to environmental resources or human health?</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>
Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Item 7 - Impact to Wastewater Utilities

The proposed action will have a moderate impact on the existing Lake Street WWTP owned and operated by CCSD, limited to the relocation of its outfall from its current discharge point in the Chemung River (SPDES Permit Outfall 001) to the location of a previously permitted outfall discharging to Newtown Creek, immediately south of the site. This will require temporary suspension of flow at the Lake Street WWTP at the time of outfall transition, but will not result in any significant long-term impacts to the facility or its functionality.

Item 9 - Impacts to Natural Resources

The proposed action will have a moderate impact to Newtown Creek. Short-term impacts will be limited disturbance at the relocated outfall's discharge location, where accumulated sediment must be removed from the mouth of an existing headwall to allow discharge to Newtown Creek. This will be mitigated through conventional erosion and sediment control practices and permitting through NYSDEC and USACE.

Mid-term impacts will include discharge of treated wastewater to the Newtown Creek watershed, immediately south of the existing Lake Street WWTP, approximately 3 miles upstream of the existing discharge to the Chemung River. Discharge will continue to be treated via the Lake Street treatment works, and may increase stream flow above typical levels during low-flow periods experienced regularly in late summer.

Long-term impacts will consist primarily of closure of the outfall and cessation of discharge to Newtown Creek upon completion of CCSD's Consolidation Program. All flow will be re-directed to the proposed conveyance system.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

✔ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Chemung County Legislature

Dave Manchester

Name of Lead Agency

Date

Chairman

Print or Type Name of Responsible Officer in Lead Agency

Alexandra Rennie

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)
**Short Environmental Assessment Form**

**Part 1 - Project Information**

**Instructions for Completing**

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

---

### Part 1 – Project and Sponsor Information

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>Telephone: (607) 873-1596</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Street Outfall Relocation</td>
<td>E-Mail: <a href="mailto:abrennie@chemungcountyny.gov">abrennie@chemungcountyny.gov</a></td>
</tr>
<tr>
<td>Project Location (describe, and attach a location map):</td>
<td>Address: 600 Milton Street</td>
</tr>
<tr>
<td>1700 Lake Street, Town of Elmira</td>
<td>City/PO: Elmira</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
<td>State: NY</td>
</tr>
<tr>
<td>CCSD is proposing the relocation of its existing Lake Street WWTP outfall from its current location discharging to the Chemung River 1,000-feet south of its confluence with Newtown Creek, at its original location on Newtown Creek immediately south of the Lake Street WWTP site, approximately 200-feet upstream of the Diven Creek confluence. This relocation will be accomplished through the installation of two doghouse structures, one on the existing 42-inch RCP effluent pipe leaving the Lake Street WWTP and one on the 42-inch RCP outfall pipe to Newtown Creek, connected by 42-inch pipe.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
<th></th>
<th>Telephone: (607) 873-1596</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandra Rennie, Acting Executive Director</td>
<td>E-Mail: <a href="mailto:abrennie@chemungcountyny.gov">abrennie@chemungcountyny.gov</a></td>
<td></td>
</tr>
<tr>
<td>Address: 600 Milton Street</td>
<td>City/PO: Elmira</td>
<td></td>
</tr>
<tr>
<td>State: NY</td>
<td>Zip Code: 14904</td>
<td></td>
</tr>
</tbody>
</table>

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?  
   If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.

   NO ☐  YES ☑

2. Does the proposed action require a permit, approval or funding from any other government Agency?  
   If Yes, list agency(s) name and permit or approval: NYSDEC Article 15 / USACE WQC  

   NO ☐  YES ☑

3. a. Total acreage of the site of the proposed action?  
   b. Total acreage to be physically disturbed?  
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?

   | | | |
   | 0.40 acres | 0.05 acres | 0.8 acres |

4. Check all land uses that occur on, are adjoining or near the proposed action:

   | | | |
   | ☐ Urban | ☐ Rural (non-agriculture) | ☑ Industrial | ☑ Commercial | ☐ Residential (suburban) |
   | ☐ Forest | ☐ Agriculture | ☑ Aquatic | ☐ Other(Specify): |
   | ☐ Parkland |

---

Page 1 of 3
5. Is the proposed action,
   a. A permitted use under the zoning regulations?
      | NO | YES | N/A |
      |    | ✔   |     |
   b. Consistent with the adopted comprehensive plan?
      | NO | YES | N/A |
      |    | ✔   |     |

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?
   | NO | YES |
   |    | ✔   |

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?
   If Yes, identify: ________________________________________________________________________________
   | NO | YES |
   |    | ✔   |

8. a. Will the proposed action result in a substantial increase in traffic above present levels?
      | NO | YES |
      |    | ✔   |
   b. Are public transportation services available at or near the site of the proposed action?
      | NO | YES |
      |    | ✔   |
   c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?
      | NO | YES |
      |    | ✔   |

9. Does the proposed action meet or exceed the state energy code requirements?
   If the proposed action will exceed requirements, describe design features and technologies:
   ____________________________________________________________________________________________
   ____________________________________________________________________________________________
   | NO | YES |
   |    | ✔   |

10. Will the proposed action connect to an existing public/private water supply?
    If No, describe method for providing potable water: ____________________________________________________________________________________________
    No potable water necessary.
    | NO | YES |
    |    | ✔   |

11. Will the proposed action connect to existing wastewater utilities?
    If No, describe method for providing wastewater treatment: ____________________________________________________________________________________________
    | NO | YES |
    |    | ✔   |

12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?
      | NO | YES |
      |    | ✔   |
   b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?
      | NO | YES |
      |    | ✔   |

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?
      | NO | YES |
      |    | ✔   |
   b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?
      | NO | YES |
      |    | ✔   |

If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:
Newtown Creek, less than 0.02 acres required to clear accumulated sediment away from an existing outfall's headwall and discharge location.
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
- Shoreline
- Forest
- Agricultural/grasslands
- Early mid-successional
- Wetland
- Urban
- Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? NO YES

16. Is the project site located in the 100-year flood plan? NO YES

17. Will the proposed action create storm water discharge, either from point or non-point sources? NO YES
   If Yes,
   a. Will storm water discharges flow to adjacent properties?
   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
      If Yes, briefly describe:

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? NO YES
   If Yes, explain the purpose and size of the impoundment:

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? NO YES
   If Yes, describe:
   Existing solid waste transfer station located immediately south of the project area. The proposed action will not take place on this adjacent property and will not be impacted by the presence of this property.

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? NO YES
   If Yes, describe:

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Alexandra Rennie - Chemung County Sewer Districts

Signature: Alexandra Rennie

Date: 6/15/2022

Title: Acting Executive Director
Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 1 / Question 7 [Critical Environmental Area]</td>
<td>No</td>
</tr>
<tr>
<td>Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]</td>
<td>No</td>
</tr>
<tr>
<td>Part 1 / Question 12b [Archeological Sites]</td>
<td>Yes</td>
</tr>
<tr>
<td>Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]</td>
<td>Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.</td>
</tr>
<tr>
<td>Part 1 / Question 15 [Threatened or Endangered Animal]</td>
<td>No</td>
</tr>
<tr>
<td>Part 1 / Question 16 [100 Year Flood Plain]</td>
<td>Digital mapping data are not available or are incomplete. Refer to EAF Workbook.</td>
</tr>
<tr>
<td>Part 1 / Question 20 [Remediation Site]</td>
<td>No</td>
</tr>
</tbody>
</table>
CCSD is proposing the temporary relocation of its existing Lake Street WWTP outfall from its current location discharging to the Chemung River 1,000 feet south of where it joins with Newtown Creek, at its original location on Newtown Creek immediately south of the Lake Street WWTP site, approximately 200 feet upstream of where Diven Creek meets Newtown Creek. This relocation will be accomplished through the installation of 2 doghouse structures, one on the existing 42 inch effluent pipe leaving the Lake Street WWTP and one on the 42 inch outfall pipe to Newtown Creek, connected by 42 inch pipe. This is necessary due to the construction and rehabilitation work that will be occurring within the existing outfall to create the conveyance pipe to the Regional WWTP at Milton Street.

This is an unlisted action under NYCRR Part 617. It is recommended that the Chemung County Legislature declare itself the Lead Agency for the Temporary Discharge to Newtown Creek. Upon finding no negative impacts to the environment, the Chemung County Legislature can make a resolution and notice of determination that this project will result in no significant adverse impact on the environment, and, therefore, an environmental impact statement need not be prepared, and a negative declaration can be issued. See attached Full EAF Parts 2 and 3.
STATE ENVIRONMENTAL QUALITY REVIEW
NOTICE
OF
DETERMINATION OF NON-SIGNIFICANCE

August 8, 2022

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (STATE ENVIRONMENTAL QUALITY REVIEW ACT) of the Environmental Conservation Law.

The CHEMUNG COUNTY LEGISLATURE, acting as Lead Agency, after a careful review of the entire environmental record, has determined that the proposed Action described below shall not have a significant adverse effect on the environment and that a Draft Environmental Impact Statement will not be prepared.

NAME OF ACTION:  Wastewater Treatment Plant Consolidation Project
Lake Street Outfall Relocation\Temporary Discharge to Newtown Creek
1700 Lake Street, Town of Elmira

SEQR STATUS: UNLISTED ACTION

DESCRIPTION OF ACTION: CCSD is proposing the relocation of its existing Lake Street WWTP outfall from its current location discharging to the Chemung River 1,000-feet south of its confluence with Newtown Creek, at its original location on Newtown Creek immediately south of the Lake Street WWTP site, approximately 200-feet upstream of the Diven Creek confluence. This relocation will be accomplished through the installation of two doghouse structures, one on the existing 42-inch RCP effluent pipe leaving the Lake Street WWTP and one on the 42-inch RCP outfall pipe to Newtown Creek, connected by 42-inch pipe.

LOCATION OF ACTION: Lake Street Wastewater Treatment Plant, Town of Elmira, New York

REASONS SUPPORTING THIS DETERMINATION:

1. The proposed action will not create a material conflict with an adopted land use plan or zoning regulations.
2. The proposed action will not impact the use or intensity of the land.
3. The proposed action will not impair the character or quality of the existing community.
4. The proposed action will not have an impact on a designated Critical Environmental Area.
5. The proposed action will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway.
6. The proposed action will not result in an increase in the use of energy.
REASONS SUPPORTING THIS DETERMINATION CONTINUED:

7. The proposed action will have a moderate impact on the existing Lake Street WWTP owned and operated by CCSD, limited to the relocation of its outfall from its current discharge point in the Chemung River (SPDES Permit Outfall 001) to the location of a previously permitted outfall discharging to Newtown Creek, immediately south of the site. This will require temporary suspension of flow at the Lake Street WWTP at the time of outfall transition, but will not result in any significant long-term impacts to the facility or its functionality.

8. The proposed action will not impair the character or quality of important historic, archaeological, architectural, or aesthetic resources.

9. The proposed action will have a moderate impact to Newtown Creek. Short-term impacts will be limited disturbance at the relocated outfall's discharge location, where accumulated sediment must be removed from the mouth of an existing headwall to allow discharge to Newtown Creek. This will be mitigated through conventional erosion and sediment control practices and permitting through NYSDEC and USACE. Mid-term impacts will include discharge of treated wastewater to the Newtown Creek watershed, immediately south of the existing Lake Street WWTP, approximately 3 miles upstream of the existing discharge to the Chemung River. Discharge will continue to be treated via the Lake Street treatment works, and may increase stream flow above typical levels during low-flow periods experienced regularly in late summer. Long-term impacts will consist primarily of closure of the outfall and cessation of discharge to Newtown Creek upon completion of CCSD's Consolidation Program. All flow will be re-directed to the proposed conveyance system.

10. The proposed action will not result in an increase in the potential for erosion, flooding or drainage problems.

11. The proposed action will not create a hazard to environmental resources or human health.

FOR FURTHER INFORMATION:

CONTACT PERSON:
Alexandra Rennie, Acting Executive Director
Chemung County Sewer Districts
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Elmira, NY 14904
607-733-2887

COPIES OF THIS NOTICE FILED WITH:
Chemung County Legislature
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